

LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

DIVISION OF PARKS AND RECREATION

FOR

Deer Haven Park Development

Bid No. 6-2026

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PART 1
ADVERTISEMENT FOR BIDS

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PART 1

ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the **Deer Haven Park Development** will be received by the Lexington-Fayette Urban County Government (LFUCG) via Ion Wave until 2:00 p.m., local time, **February 24, 2026** for furnishing all labor and/or materials and performing all work as set forth by this advertisement, Ion Wave Q&A, conditions (general and special), specifications, and/or the drawings prepared by **Clark Dietz, Inc.** for Lexington-Fayette Urban County Government. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be opened electronically and a bid tab sheet will be available via Ion Wave.

LFUCG will only be accepting bids from prime Contractors on-line through Ion Wave for this solicitation. Base bid and alternate totals (if required) should be provided on the appropriate line items tab on Ion Wave. Submissions without line item totals (if required) may be rejected and deemed non-responsive. All forms normally provided with bid submission should be downloaded from Ion Wave, filled out and attached with bid submission. A copy of bid bond must be included with submission. THESE INSTRUCTIONS SUPERCEDE ALL OTHER BID SUBMISSION INSTRUCTIONS PROVIDED IN THIS PACKAGE. PLEASE SUBMIT ALL QUESTIONS VIA THE Q&A MODULE ON ION WAVE.

2. DESCRIPTION OF WORK

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-6, Part III, Form of Proposal, of this document, for the **Deer Haven Park Development**, Lexington-Fayette County, Kentucky.

Specs and drawings are available on Ion Wave only.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Plans, Specifications, and Contract Documents shall be obtained from Ion Wave (LFUCG's electronic bidding system). Ion Wave can be accessed at <https://lexingtonky.ionwave.net>

4. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contracting firms **Lump Sum** basis for total Project. Bidder must include a price for all bid items to be considered. **Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Information for Bidders and Special Conditions.**

Bids/proposals should be submitted online via Ion Wave.

5. METHOD OF AWARD

The Contract, if awarded, will be to the lowest responsive and 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. The OWNER reserves the right to reject the Bid of any Bidder that is deemed to be unbalanced or front loaded. 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 ninety (90) 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.

7. BID SECURITY

If the bid is \$50,000 or greater, bid shall be accompanied by a certified 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 cashier's check or irrevocable letter of credit is an acceptable form of bid security.

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids via Ion Wave not later than 2:00 p.m. local time, **February 24, 2026**. Bids will remain sealed until **February 24, 2026**, 2:00 pm, the official Bid closure time. Bids will not be received after the scheduled closing time for receipt of

bids. Bid tab sheet will be immediately available after bid opening, under the Documents link on Ion Wave.

9. RIGHT TO REJECT

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 the following to the Lexington-Fayette Urban County Government:

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

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

11. NOTICE CONCERNING MWDBE and VETERAN OWNED SMALL BUSINESS GOALS

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

12. PRE-BID CONFERENCE

A pre-bid conference is scheduled for February 10, 2026, 1:00 pm at 1937 Deer Haven Lane, Lexington, KY.

END OF SECTION

PART II
INFORMATION FOR BIDDERS

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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 via Ion Wave, at the time and in the manner set forth in the Advertisement for Bids, and the Bids. 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 120 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 delivered as indicated above.

2. PREPARATION OF BID

All sections of the bid package requiring Contractor information must be filled in and uploaded in the Response Attachments tab in IonWave. Bid bonds must be uploaded also. All pricing must be submitted in the Line Items tab in IonWave.

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 by the bid forms, in the order in which they are listed in the Bid Form but OWNER may accept or decline them in order or combination. The contract, if awarded, will be awarded to the lowest responsive and 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 with the Office of the Secretary of State, Commonwealth of Kentucky.
- C. 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.
- D. 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 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 Procurement 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 \$250.00 per day thereafter deadline for final completion.

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 Owner 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; 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 Procurement, who in turn will have an addendum issued under signature of the Project Manager for the Lexington-Fayette Urban County Government, and to be given consideration must be received at least seven (7) days 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 which, if issued, will be mailed by certified mail with return receipt requested, faxed or emailed to all prospective bidders. 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 coverages, 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).**

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. 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 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 the entire proposal with their bid, the following items to the Urban County Government:

1. Certification of Bid Proposal/DBE – see Part III
2. LFUCG MWDBE Participation Form – see Part III
3. Documentation Required for Good Faith Efforts and Outreach Plans – see Part III

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

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 Contract Agreement.

18. SUBSTITUTE OR "APPROVED 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 "approved equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "approved equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the OWNER, application for such acceptance will not be considered by the OWNER until after the effective date of the Agreement. The procedure for submission of any such application by the CONTRACTOR and consideration by the 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 (MWDDBE) CONTRACTORS AND VETERAN OWNED SMALL BUSINESSES

A. Outreach for MWDDBE(s) and Veteran Owned Small Businesses (VOSB)

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

If you wish to be added to the LFUCG MWDDBE and Veteran contractor database, please contact:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
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 Procurement.

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, MPA, CPSD
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

D. MWDBE and VETERAN OWNED SMALL BUSINESSES (VOSB)

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve a seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For a list of eligible subcontractors, please contact:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison

Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov
[859-258-3323](tel:859-258-3323)

22. LFUCG NON-APPROPRIATION CLAUSE

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.

23. NOTICE OF CONTENTION

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

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

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain the appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

END OF SECTION

PART III
FORM OF PROPOSAL

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SEALED BID

BIDDER:

L-M Asphalt Partners, Ltd. DBA ATS Construction

SEALED BID FOR:

For: Lexington Fayette Urban County Government

Package: 6-2026

Job: Deer Haven Park Development

Bid Date: February 24th, 2026 at 2 pm

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

L-M Asphalt Partners dba ATS Construction
3009 Atkinson Ave #400
Lexington KY 40509

SURETY:

(Name, legal status and principal place of business)

Hartford Fire Insurance Company
1 Hartford Plaza T-4-47
Hartford, CT 06155

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

Lexington Fayette Urban County Government
Division of Parks & Recreation
200 E Main St
Lexington, KY 40507

BOND AMOUNT:

Five Percent (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Deer Haven Park Development -Paving & Grade Work -Project 6-2026

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of February 2026 L_M Asphalt Partners dba ATS Construction

Signed by:
Greer Stone
74438F50FB624EC
(Witness) Greer Stone

(Principal) _____ (Seal)

(Title) Brian R. Billings

(Surety) Hartford Fire Insurance Company (Seal)

(Title) John W Hampton, Attorney-in-fact

Tina Carpenter-Fulton
(Witness)



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ACRISURE LLC
Agency Code: 14-732421

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :
Tina Carpenter, Mary Crouch, Jeff Fairchild, John W. Hampton, David Henry, Anna Morris of LEXINGTON, Kentucky

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Phyllis A. Clark

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Mariluz Arce

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President 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 is still in full force effective as of February 23, 2026.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

PART III

Invitation to Bid No. 6-2026

Deer Haven Park Development

1. **FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: 2/24/2026

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

This Proposal Submitted by L-M Asphalt Partners LTD. DBA ATS Construction

3009 Atkinson Avenue, Suite 400, Lexington KY 40509

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as L-M Asphalt Partners LTD. DBA ATS Construction
"a corporation," "a partnership", or an "individual" as applicable.

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

Gentlemen:

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

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1 Date 2/17/2026

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #1

Bid Number: **#6-2026**

Date: February 17, 2026

Subject: Deer Haven Park Development

Address inquiries to:
Kristie Thomas
(859) 258-3329

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

1. GENERAL QUESTIONS

	Questions	Answers
1.	Provide clarifications on the fencing color for the pickleball courts	Fencing shall be black vinyl coated chain link fence. Cost for this shall be included in the base bid.
2.	Provide clarifications on the pickleball and basketball court surface	The courts shall be a blue color coat within the court striping and green perimeter runoff space. Cost for this shall be included in the base bid.
3.	Provide clarification on the potable water line from Buttermilk Road.	The installation of a potable water line and appurtenances as shown on Sheet 15 from Buttermilk Road through the HOA property, into the park to the location of the water fountain shall be included in the base bid.
4.	Provide clarification on the details of Shelter #1 shown on the plans.	The new shelter was purchased on a separate PO and includes the installation, including the concrete pad by that vendor. Park's Project Manager and the contractor that is awarded this project bid will coordinate timing of that shelter installation to fit best within the overall scope of this project but would have no other responsibility for that structure. The awarded contractor is responsible for installation of the subgrade and grading beneath the concrete slab.


2. Pre-bid sign-in sheet attached.


 Todd Slatin, Director
 Division of Central Purchasing

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 Bid.

COMPANY NAME: L-M Asphalt Partners LTD. DBA ATS Construction

ADDRESS: 3009 Atkinson Avenue, Suite 400, Lexington KY 40509

SIGNATURE OF BIDDER: 



2. LEGAL STATUS OF BIDDER

Bidder L-M Asphalt Partners LTD. DBA ATS Construction

Date 2/24/2026

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

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

<u>L-M Holdings, INC</u>	<u>Sole Partners</u>
<u>Steve L. Lawson</u>	<u>Limited Partners</u>
<u>Steve Adam Lawson</u>	<u>Limited Partners</u>
<u>Tyler George Lawson</u>	<u>Limited Partners</u>
<u>Shelby Mary Ann Lawson</u>	<u>Limited Partners</u>

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

Brian R Billings - President

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

3.

BIDDERS AFFIDAVIT

Comes the Affiant, Brian R. Billings, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Brian R. Billings and he/she is the individual submitting the bid or is the authorized representative of L-M Asphalt Partners LTD. DBA ATS Construction the entity submitting the bid (hereinafter referred to as "Bidder").
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
6. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

<p><small>DocuSigned by:</small> <i>Brian Billings</i> <small>EA94CFB0A2CE41C</small></p> <p>_____ Signature</p> <p>_____ President</p> <p>_____ Title</p>	<p><u>Brian R. Billings</u> Printed Name</p> <p><u>2/24/2026</u> Date</p>
--	---

Company Name L-M Asphalt Partners LTD. DBA ATS Construction

Address 3009 Atkinson Avenue, Suite 400, Lexington KY 40509

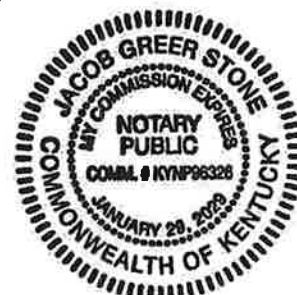
Subscribed and sworn to before me by Brian R. Billings
(Affiant)

President
(Title)

of L-M Asphalt Partners LTD. DBA ATS Construction this 24th day of February, 20 26.
(Company Name)

Notary Public
[seal of notary]

My commission expires: 1-29-29



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.

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.

Pricing should be submitted in line items tab on IonWave. Page P-7 must be fully executed and attached to bid submittal or bid will be considered non-responsive.

Item	Description	Unit	Quantity
1	Deer Haven Park development per plans and specs	LS	1

\$597,000.00

LIST OF UNIT PRICES

The following List of Unit Prices is required by the Owner to be completely executed and submitted with each Bidder's Proposal. Each unit price shall include the furnishing of all labor, materials, supplies and services, and shall include all items of cost, overhead and profit for the Contractor and any Sub-Contractors involved, and shall be used uniformly, without modification, for either additions or deductions from the Bid. These unit prices as established shall also be used to determine the equitable adjustment of the Contract Price in connection with changes, or extra work performed under the Contract. The "Rules of Measurement" set forth in the Special Conditions shall govern where volume units are concerned.

	DESCRIPTION OF WORK	UNIT
1	Bituminous pavement for athletic courts: Base	TN
2	Bituminous pavement for athletic courts: Surface	TN
3	Bituminous pavement for athletic courts reinforced with aramid fibers: Base	TN
4	Bituminous pavement for athletic courts reinforced with aramid fibers: Surface	TN
5	Dense grade aggregate placed base	TN
6	No. 2 stone	TN
7	No. 57 stone	TN
8	Concrete sidewalk 4 1/2"	SY

9	Playground Curb	LF
10	Formed and finished class A concrete Less Than 10yd	CY
11	Formed and finished class A concrete More Than 10yd	CY
12	Geogrid Type 3 light duty	SY
13	Geogrid Type 3 Heavy duty	SY
14	Topsoil	CY
15	Excavation	CY
16	Embankment	CY
17	Finish grading	CY
18	Standard staked silt fence-installed	LF
19	Construction fence/Tree Protection	LF
20	Seeding & protection; General (standard seed mix)	SY
21	Sod: provide & installation	SY
22	6 in. Polyethylene Perforated Pipe with incidental geotextile fabric	LF
23	Jackhammer with operator	HR
24	Skid steer loader with operator	HR
25	Backhoe (small) with operator	HR
26	Roller/compactor with operator	HR
27	Grader with operator	HR
28	Dump truck (single axle) with driver	HR
29	Dump truck (tri-axle) with driver	HR
30	Saw Cutting Walk, Curb, Pavement	LF
31	Bituminous Pavement Milling and Texturing	TN

Description of Work	Unit	Unit Price
Bituminious Pavement for Athletic Courts: Base	TON	\$ 122.50
Bituminious Pavement for Athletic Courts: Surface	TON	\$ 138.00
Bituminious Pavement for Athletic Courts Reinforced with Arimid Fibers: Base	TON	\$ 137.50
Bituminious Pavement for Athletic Courts Reinforced with Arimid Fibers:Surface	TON	\$ 153.00
Dense Graded Aggregate Placed Base	TON	\$ 40.00
No. 2 Stone	TON	\$ 50.00
No. 57 Stone	TON	\$ 40.00
Concrete Sidewalk 4 1/2"	SY	\$ 80.00
Playground Curb	LF	\$ 40.00
Formed and finished class A concrete Less Than 10yd	CY	\$ 1,000.00
Formed and finished class A concrete More Than 10yd	CY	\$ 1,000.00
Geogrid Type 3 light duty	SY	\$ 7.00
Geogrid Type 3 Heavy duty	SY	\$ 10.00
Topsoil	CY	\$ 40.00
Excavation	CY	\$ 40.00
Embankment	CY	\$ 40.00
Finish grading	CY	\$ 40.00
Standard staked silt fence-installed	LF	\$ 5.00
Construction fence/Tree Protection	LF	\$ 5.00
Seeding & protection; General (standard seed mix)	SY	\$ 5.00
Sod: provide & installation	SY	\$ 15.00
6 in. Polyethylene Perforated Pipe with incidental geotextile fabric	LF	\$ 20.00
Jackhammer With Operator	HR	\$ 350.00
Skid steer loader with operator	HR	\$ 275.00
Backhoe (small) with operator	HR	\$ 275.00
Roller/compactor with operator	HR	\$ 250.00
Grader with operator	HR	\$ 350.00
Dump truck (single axle) with driver	HR	\$ 125.00
Dump truck (tri-axle) with driver	HR	\$ 150.00
Saw Cutting Walk, Curb, Pavement	LF	\$ 10.00
Bituminous Pavement Milling and Texturing	TN	\$ 50.00

Submitted by: L-M Asphalt Partners LTD. DBA ATS Construction
Firm

3009 Atkinson Avenue, Suite 400
Address

Lexington, KY 40509
City, State & Zip

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

DocuSigned by:
Brian Billings - President
Signature of Authorized Company Representative – Title

Brian R. Billings
Representative/s Name (Typed or Printed)

859-223-7001
Area Code – Phone –Fax #

bbillings@atsconstruction.com
E-Mail Address

OFFICIAL ADDRESS:

3009 Atkinson Avenue, Suite 400

Lexington, KY 40509

_____ (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: L-M Asphalt Partners, Ltd. DBA ATS Construction

2. Permanent Place of Business: 3009 Atkinson Avenue Suite 400

3. When Organized: April 3rd, 1992

4. Where Incorporated: Kentucky

5. Construction Plant and Equipment Available for this Project:

See Attachment A

(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:

Hartford Fire Insurance Company (Surety)

Signed: Mary Crouch (Representative of Surety)
Mary Crouch Attorney-In-Fact

Type text here

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>
_____	<u>See Attachment C</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
_____	<u>See Attachment D</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
_____	<u>See Attachment E</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
<u>Delmae, LLC</u>	<u>Grade/Storm + Utilities</u>	<u>Yes</u>	<u>41.6</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>	<u> </u>

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we will submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement on the OWNER'S form 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)—all in accordance with the Bid Documents.

Respectfully submitted:

L-M Asphalt Partners LTD. DBA ATS Construction
(Name of Contracting Firm)

BY: Brian R. Billings

DocuSigned by:
Brian Billings
BA94CFB042CE44C

TITLE: President

DATE 2/24/2026

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</u>	<u>DBE</u> Work	<u>% of EACH MAJOR ITEM</u>
Delmae, LLC		Grade/Storm + Utilities

LIST OF MATERIALS/ SUPPLIERS

Bidders are hereby advised that this list must be complete and submitted with the Bid.

Listing "as per plans and specifications", will not be considered as sufficient identification. Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

Item	Brand Name, Manufacturer and/or Supplier
Asphalt	ATS Construction
Old Castle	Precast Structures
Vulcan	Aggregate
ICP	Fabric



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

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

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

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

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

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 6-2026

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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Delmae, LLC 235 Woods Product Road Corbin, Kentucky 40701	DBE	Grade/Storm + Utilities	\$243,800	41.6%
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran 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.

L-M Asphalt Partners LTD. DBA ATS Construction

Company

2/24/2026

Date

Brian R Billings

Company Representative

President

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 6-2026

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 the Division of Procurement 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. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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.

L-M Asphalt Partners LTD. DBA ATS Construction
Company

2/24/2026
Date

Brian R Billings
Company Representative
President
Title

Type text here



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
 - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit 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 and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: L-M Asphalt Partners LTD.
DBA ATS Construction **Date:** 2/24/2026
Project Name: Deer Haven park Development **Project Number:** 6-2026
Contact Name: Brian R. Billings **Telephone:** 859-223-7001
Email: bbillings@atsconstruction.com

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes No

If yes, indicate all certification type(s):

DBE

MBE

WBE

SBE

VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.

Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.

- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.

Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.

Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.

Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.

Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.

- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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.

L-M Asphalt Partners LTD. DBA ATS Construction

Company

2/24/2026

Date

4870-1925-6809, v. 1

DocuSigned by:

Brian Billings

BA04CFB042CE44C...

Brian R Billings

Company Representative

President

Title

8. AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-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: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

See Attachment E

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

10. EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

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.

<p><small>DocuSigned by:</small> <i>Brian Billings</i> <small>BA94CFB042CE44C...</small></p>	<p><u>L-M Asphalt Partners LTD. DBA ATS Construction</u></p>
<p>Signature</p>	<p>Name of Business</p>

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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, 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-M Asphalt Partners LTD. DBA ATS Construction 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.

PR Department of Labor EEO-1 Report

Company: 6 ATS CONSTRUCTION

Job Categories	Number of Employees (Report employees in only one category)																			
	Hispanic or Latino		Not Hispanic or Latino								Race/Ethnicity									
			Male				Female				White		Black or African American		Asian		American Indian or Alaska Native		Two or more races	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O					
1 Executive/Senior Level Officials and Managers	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2					
2 First/Mid-Level Officials and Managers	0	0	3	0	0	0	0	0	0	0	0	0	0	0	3					
7 Craft Workers	1	0	102	0	0	1	0	4	0	0	0	0	0	0	108					
8 Operatives	0	0	38	0	0	0	0	0	0	0	0	0	0	0	38					
9 Laborers and Helpers	3	0	68	1	0	0	0	9	0	0	0	0	0	0	81					
Total	4	0	213	1	0	1	0	13	0	0	0	0	0	0	232					
Previous Year Total	7	0	372	5	0	1	0	18	0	0	0	0	0	0	403					

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: L-M Asphalt Partners LTD. DBA ATS Construction Employee ID: 61-1219911
 Address: 3009 Atkinson Avenue, Suite 400, Lexington KY 40509 Phone: 859-223-7001

Project to be insured: Deer Haven Park Development

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-2 - see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$ 1,000,000 occur 2,000,000 aggregate	Travelers	A++	XV
SC-2 - see provisions	AUTO	\$1,000,000/per occ.	\$ 1,000,000 CSL	Travelers	A++	XV
SC-2 - see provisions	WC	Statutory w /endorsement as noted	\$ 1,000,000	Travelers	A++	XV
SC-2 - see provisions	EXC	\$5,000,000 per occ.	\$ 5,000,000 occur/agg	Travelers	A++	XV

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

Agency or Brokerage: Acrisure LLC Name of Authorized Representative: John W Hampton
 Street Address: 780 Winchester Road Client Advisor: _____
 City: Lexington State: KY Zip: 40505 Title: _____
 Telephone Number: 859-254-1836 Authorized Signature: [Signature]
 Date: 2/20/2026

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: Deer Haven park Developement

BID NUMBER: 6-2026

**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 L-M Asphalt Partners LTD. DBA ATS Construction 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.

L-M Asphalt Partners LTD. DBA ATS Construction
Name of Firm Submitting Bid

DocuSigned by:
Brian Billings
BA94CFB042CE44C...

Signature of Authorized Official

President
Title

2/24/2026
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: Brian R Billings

Project: Deer Haven park Developement

Printed Name and Title of Authorized Representative: Brian R Billings - President

Signature:  BAS46FB0426E446...

Date: 2/24/2026

END OF SECTION

Attachment A

EM Equipment

Equipment Code	Description	VIN/Serial #
01.LT6106	CHEVY 2500 4X2 FLATBED****SOLD****	IGCC24U13Z236854
01.LT6133	TOYOTA TUNDRA CREWMAX 4X4 PICKUP	5TFDW5F14DX274182
01.LT6134	2015 FORD F-250 2 WHEEL-DRIVE	1FT7X2A63FBA47169
01.LT6135	2015 FORD F-250 2 WHEEL-DRIVE	1FT7X2A63FBA47170
01.LT6136	2011 GMC SIERRA C15	IGTN1TEK4B246283
01.LT6138	2015 CHEVROLET 2500 HD 4X2	IGC2CUEG0FZ121158
01.LT6140	2015 CHEVROLET SILVERADO 2500HD 4X2	IGC2CUEG0FZ527849
01.LT6141	2016 CHEVY SILVERADO 2500HD	IGC2KUEG7GZ143601
01.LT6142	2016 CHEVROLET 2500 HD PICKUP	IGC2KUEG3GZ2305897
01.LT6143	2016 CHEVY 2500 HD	IGC2KUEG0GZ235373
01.LT6144	2016 CHEVY 2500 HD	IGC2KUEG0GZ236630
01.LT6145	2016 CHEVY 2500 HD	IGC2KUEG6GZ233659
01.LT6146	2016 CHEVY 2500 HD	IGC2KUEG0GZ235401
01.LT6147	2016 CHEVY 2500 HD	IGC2KUEG4GZ236530
01.LT6148	2016 CHEVY SILVERADO 2500HD	IGC2KUEG2GZ235574
01.LT6149	2016 CHEVY SILVERADO 2500HD	IGC2KUEG0GZ230532
01.LT6150	2016 CHEVROLET 2500HD 4X4 W/ LADDER RACK	IGC2KUEG0GZ2393782
01.LT6152	2013 CHEVROLET SILVERADO 1500	IGCRKSF78DZ354403
01.LT6154	2013 CHEVROLET CREW CAB	IGC1KVC3DF197687
01.LT6158	2015 FORD F-150 XL 2-DOOR	1FTFX1EF3FFB11833
01.LT6159	2018 CHEVROLET EXT CAB 1500	IGCVKRECSJZ133471
01.LT6160	2017 CHEVROLET 2500HD	IGC2KUEG1HJZ59154
01.LT6162	2018 CHEVROLET 2500	IGC2KUEG0Z300196
01.LT6163	2018 TOYOTA TACOMA SR5	5TFZS5AN5X145114
01.LT6165	2018 FORD F-150 XL	1FTFX1E59JKD79313
01.LT6166	2018 CHEVROLET 2500HD	IGC2KUEG2J230352
01.LT6169	2019 CHEVROLET 1500	1FTBF2B62CED20240
01.LT6170	2019 CHEVROLET 1500 LTZ	IGCPYCE3KZ349164
01.LT6171	*****SOLD****2019 CHEVROLET 1500 LTZ	IGCRYGEBJKZ350971
01.LT6172	2019 CHEVROLET COLORADO	IGCRYGEB9KZ349693
01.LT6173	2019 CHEVROLET SILVERADO 1500	IGCHSBEA3K1297420
01.LT6174	2019 CHEVROLET SILVERADO 1500	IGCRYABH2KZ369218
01.LT6175	2019 CHEVROLET SILVERADO 1500	IGCRYABH3KZ369235
01.LT6176	2019 CHEVROLET SILVERADO 1500	IGCRYABH0KZ369881
01.LT6177	2019 CHEVROLET SILVERADO 1500	IGCRYABH4KZ371648
01.LT6178	2019 FORD F-250 4 X4	1FT7X2B62KEF57182
01.LT6179	2019 FORD F-250	1FT7X2A69KEF57181
01.LT6180	2019 CHEVROLET COLORADO	IGCHSBEA3K1294739
01.LT6183	2020 CHEVROLET SILVERADO 1500	IGCPYABH4L2295423
01.LT6184	2020 CHEVROLET SILVERADO 1500	IGCPYABH2L2295386
01.LT6185	2020 CHEVROLET SILVERADO 1500	IGCPYABH1L2296543
01.LT6186	2020 CHEVROLET SILVERADO 1500	IGCPYABH3L2296689
01.LT6187	2021 CHEVROLET 2500HD	IGC1YLE7MF137461
01.LT6188	2021 CHEVROLET 2500HD	IGC1YLE74MF137448
01.LT6189	2021 CHEVROLET 1500 CREW CAB	3GCUYDE07M0199420
01.LT6191	2015 CHEVROLET SILVERADO 2500	IGC2KUEG4FZ552329
01.LT6192	2018 CHEVROLET SILVERADO 2500	IGC2KUEG6Z2296655
01.LT6193	2016 DODGE RAM 2500	3C6TR5C70GG264421
01.LT6194	2021 CHEVROLET SILVERADO 1500	IGCUYEEL1M2A39929
01.LT6195	2021 FORD F-150	1FTFX1E55MKF13383
01.LT6196	2021 FORD F-150	1FTFW1E83MKF13380
01.LT6211	2020 CHEVROLET TAHOE	IGNSKAKC6L3221156
01.LT7102	2010 Ford	1FM5UBF4AUF04119
01.LT7104	2005 CHEVY SILVERADO	IGCE14V15Z103049
01.LT7110	2014 FORD F-250	3FT7W2B6KEE050149
01.LT7111	2015 CHEVY PICKUP	IGC1KUEG0FF185418
01.LT7112	2015 CHEVY PICKUP	IGC2KUEG2F2140085
01.LT7113	2013 CHEVY SILVERADO	IGCRKSE71DZ283643
01.LT8117	CHEVY COLORADO	IGCCS14998155326
01.LT8132	CHEVROLET 2500 4X4 EXT CAB	IGC2KVC60CZ27772
01.LT8133	CHEVROLET SILVERADO CREW	IGC1KVC3DF265290
01.LT8134	2013 TOYOTA TUNDRA CREW MAX 4X4 PICKUP TRUCK	5TFDW5F14DX274019
01.LT8136	2013 TOYOTA TUNDRA CREW MAX 4X4 PICKUP	5TFDW5F13DX286095
01.LT8138	2013 CHEVROLET SURVEY TRUCK	IGC2KVC0DZ2304065
01.LT8139	2013 CHEVROLET 2500 TRUCK	IGC2CVC6GSDZ285412
01.LT8140	2015 CHEVY SILVERADO	IGC2KUEG3FZ130407
01.LT8142	2015 CHEVROLET SILVERADO 2500HD 4WD	IGC2KUEG0FZ527961
01.LT8150	2015 CHEVROLET 2500 HD	IGC2KUEG0FZ536038
01.LT8151	2015 CHEVROLET 2500 HD	IGC2KUEG4FZ537488
01.LT8152	2015 CHEVROLET 2500 HD	IGC2KUEG0FZ537521
01.LT8153	2017 CHEVY 2500 4X4	IGC1KUEG7HF198662
01.LT8154	2020 CHEVROLET SILVERADO 2500HD	IGC1YLE7L1F310454
01.LT8155	2020 CHEVROLET SILVERADO 2500HD	IGC1YLE701F310476
01.LT8156	2022 CHEVROLET SILVERADO 2500HD	IGC2YLE72NF116359
01.LT8157	2022 CHEVROLET SILVERADO 2500HD	IGCSYLE75NF231644
01.LT8184	2022 FORD F-150 XL 4WD SUPER	1FTFW1E57NFA44701
01.LT8186	CHEVY 2500	IGCHK24D56E208246
01.LT8214	2006 FORD E350 PASSENGER VAN SILVER	1FB5S31L06DA77261
01.PV1143	2008 FORD F-350 REGISTERED AS SHAMROCK INTERNATIONAL	1FDW36528EA71143
01.FV8427	2007 FORD F-350 REGISTERED AS SHAMROCK INTERNATIONAL	1FDW36587EA8427
01.TK6211	FORD F350 DUMP TRUCK	3FDWF36F8XMA19503
01.TK6213	FORD E350 4X2 FLATBED	1FDAF56B0ED92253
01.TK6215	2015 FORD F-550 CREW TRUCK	1FD0X5HT0FEC57187
01.TK6220	2017 FORD F-250 SERVICE TRUCK	1FD0F2A67HFC82279

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01.TK6221	2017 FORD F-250 SERVICE TRUCK	1FD0B2A03JBC02280
01.TK6222	2018 FORD F450 4X2 FLATBED TRUCK	1FD0X4GT4JEC46701
01.TK6223	2019 FORD F450 4X4 FLATBED CREW TRUCK	1FD0U4HT4KJG58735
01.TK7214	2008 FORD F350 FLATBED	1FD0AF56R78EA76458
01.TK7217	2011 DODGE RAM PARTS RUNNER	3C7WRMBL2DG520123
01.TK7218	2002 FORD F650	3FDWF65B2MA28080
01.TK7219	2004 FORD F350	1FDWF36LX4EA61663
01.TK7220	1995 GMC TOP KICK	1GDK7H1J9S1519082
01.TK8209	FORD F450 STEAM	1FDXF46FXCEB40646
01.TK8210	FORD F550 FLATBED	1FD0AF57F02EB50461
01.TK8212	CHEVY 3500 POWDER TRUCK	1GBJK34132E125300
01.TK8213	CHEVROLET SILVERADO 3500 FLATBED	1GCJK33698F146664
01.TK8214	FORD F250 4X2 4 DOOR	1FTSW2A52AEA03225
01.TK8216	2016 FORD F450 EXT CAB W/ UTILITY BED	1FD0X4GT3GEC04996
01.TK8217	2017 CHEVY 3500 UTILITY BED	1GB4KYCY5HF132678
01.TK8218	2017 CHEVY 3500 W/ UTILITY BED	1GB4CYCY9HF132664
01.TK8219	1994 GMC TOPKICK FLATBED	1GDK7H1J5R1520613
01.TK8220	2018 FORD F-450 UTILITY BED TRUCK	1FD0X4HT3JEC88730
03.TR6808	CUSTOM TRAILER	1KX43154XX1003356
03.TR6809	BIG TEX TAMDEN 16X6 BARREL TRAILER	16VNX162972C73900
03.TR6811	BIG TEX TAMDEN 18X7 TRAILER	421HD182975002652
03.TR6812	SMALL WATER TANK TRAILER	TR6812
03.TR6814	2007 BIG TEX 50LA TANDEM TRI- SHOP PRESSURE WASHER	16VNX122072C59874
03.TR6816	GATOR TAMDEN 7X20 TRAILER	421H02029A8012218
03.TR6817	GATOR TAMDEN 7X20 TRAILER	421H02022A8013341
03.TR6818	2015 GATOR MADE TRAILER	421HD2028F5015361
03.TR6819	2015 GATOR MADE TRAILER	421HD2026F5015360
03.TR6820	6 X 12 GATORMADE STEAMER TRAILER w/ MMB198	421UA12281S056325
03.TR6821	5x10 WALK BEHIND SAW TRAILER	421UA1013F5017639
03.TR6822	GM 16FT UTILITY TANDEM AXLE TRAILER	
03.TR6823	GM 16FT UTILITY SINGLE AXLE TRAILER	
03.TR6824	4' X 7' TRAILER WITH WATER TANK	
03.TR6825	GATORMADE 18'3" EQUIPMENT TRAILER W/ RAMP	421HD2123LS004679
03.TR6826	GATORMADE 16FT TRAILER	421FB1629LS004576
03.TR6827	GATORMADE 16FT TRAILER	421PB1627LS004575
03.TR6828	ECONOLINE 18FT TRAILER	42EDBCG22K100235
03.TR6829	LONEWOLF SINGLE AXLE TRAILER	4PTU61210LF073119
03.TR6830	2007 UNITED EXPRESSLINE AIR TEST TRAILER	48BTB12187A091247
03.TR6831	GATORMADE 16FT TANDEM AXLE TRAILER	421UA162XXS004428
03.TR6832	GATORMADE 18FT SINGLE AXLE TRAILER	421UA1019KS000385
03.TR6833	HOMESTEADER 5X9 TRAILER	5HABE0812NN105757
03.TR6840	HOMEMADE SLURRY SEAL BRUSH TRAILER	KYT44236
03.TR7900	WELLS CARGO UTILITY TRAILER	1WC200E234107267
03.TR7901	GATOR MADE TRAILER	421UA1621DS005003
03.TR7910	CORE MACHINE TRAILER WITH PREDATOR GENERATOR	T5TA15070081920(GEN.) & 0999440(C.M.)
03.TR7920	HOMEMADE BARREL TRAILER	KYT44003
03.TR8807	SINGLE AXLE 5 X 10 TRAILER	N/A
03.TR8809	HOMEMADE TAMDEN 16X6 TRAILER	KYT23010
03.TR8810	TAMDEN 16X6 TRAILER	KYT37865
03.TR8814	HOMEMADE SINGLE 12X5 TRAILER	KYT38488
03.TR8815	HOMEMADE TAMDEN 6X16 TRAILER	KYT38487
03.TR8817	HOMEMADE SMALL WATER TANK TRAILER	0890061
03.TR8818	STIGER GOOSENECK TAMDEN 18X7 TRAILER	159F718234K087167
03.TR8819	STIGER 16' GOOSE NECK TRAILER	159F718294K087190
03.TR8820	STIGER 16' GOOSE NECK TRAILER	159F718214K087197
03.TR8821	STIGER TAMDEN 16X6 PIN TRAILER	159FS16214K087217
03.TR8826	SINGLE 12X6 TRAILER	4YMUL12139Q020197
03.TR8828	GATORMADE 16FT UTILITY TRAILER	421UA162RLS003506
03.TR8829	EZ TRAIL 1074 PIPE TRAILER	L202033
03.TR8875	16' UTILITY TRAILER	4ASUS16296S048623
03.TR8876	PIPE TRAILER	
03.TR8877	GATORMADE UTILITY TRAILER 6X16	421UA1625CS021381
03.TR8878	GATORMADE UTILITY TRAILER 6X20 W/RAMP GATE	421UA2021CS021893
03.TR8879	PIPE COIL TRAILER	32N12
03.TR8880	Silver Tool Trailer (Concrete Crew)	
03.TR8881	PACE AMERICAN CARGOSPORT BOX TRAILER	40L UBI1420XP055377
03.TR8882	Homemade Tow-Behind Pipe Trailer	N/A
03.TR8883	2021 SURE-TRAC TRAILER 102 X 24	5JW1U2429M3330007
03.TR8884	2021 DIAMOND T TRAILER	5FW7U81621MR027423
04.TR6801	FONTAINE 55 TON WEDGE LOWBOY TRAILER	13NE5240923514794
04.TR6802	ETNYRE BLACKHAWK 55 TON LOWBOY TRAILER	1E92819043B111006
04.TR6805	Trail King Lowboy	1TKJ0493X3B012912
04.TR6807	TRAILMAX T-12-UT TRAIL	1G9KS21272A065560
04.TR6815	CRONKHITE 4800 6' X 14' TRAILER	473482322V1110715
04.TR6850	2019 LANDOLL TRAILER	1LH455JUMK1B26411
04.TR6851	FONTAINE TRAILER	57JE5330XL357563
04.TR6852	4TH AXLE FOR TK6851	57JM05101M35P1869
04.TR6853	2022 LANDOLL TRAILER	1LH440WJHCN1B33306
04.TR7803	DORSEY DUMP TRAILER	HW-12558 33DATR17
04.TR7806	1971 FRUEHAULF TRAILER	EWA374803
04.TR7808	ROGERS 35 TON LOWBOY (PAVING)	1RBH48209MAR21579
04.TR7809	1995 AZTEC DROP DECK TRAILER*****SOLD*****	1A9B84834SM100552
04.TR7810	1979 STRICK TRAILER	229147
04.TR7812	TRAFFIC CONTROL TRAILER	46CFB16237M002410
04.TR7813	89 CHEROKEE FLAT TRAILER	7734

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04.TK7814	ECONLINE 6 TON TAG TRAIL-1997	42ETPHB29V1004348
04.TK7815	45 FT. FRUEHAUF VAN TRAILER	CHS193461
04.TK7816	45 FT. FRUEHAUF VAN TRAILER	HPR452265
04.TK7817	1983 HOBBS TRAILER	1HSPP04529DN013204
04.TK7819	2000 FONTAINE TH-55 TRAILER	4LF455332Y3509893
04.TK7820	1984 GREAT DANE TRAILER	1GRFA9621E8137602
04.TK7821	1984 FRUEHAUF TRAILER	1H2V0482XEAO12622
04.TK7822	1991 TRAILMOBILE TRAILER	1PTFP7A1H0M9005262
04.TK7823	2002 LIDDELL M-75 4-AXLE TRAIL	1L9SL43421236164
04.TK7824	1986 GREAT DANE TRAILER	1GRDM9026GM026901
04.TK7825	1962 FRUEHAUF TRAILER	MEB140101
04.TK7826	1988 TRANSCRAFT TRAILER	1TTP4520211029864
04.TK7828	LANDOLL TRUCK TRAILER	1LH660UH221B12466
04.TK7829	1985 GREAT DANE TRAILER	1GRAA962XFB130112
04.TK7830	1987 GREAT DANE TRAILER	1GRDM90201HM010601
04.TK7831	ECONLINE 7 TON 21' TRAILER	42ETPPG2251001159
04.TK7832	GATOR 16' UTILITY TRAILER	4ZIUUA1627E8012197
04.TK7833	GATOR 16' TRAILER	4ZICB1620E8007450
04.TK7834	2000 FONTAINE JEEP, DOLLIES	4LFSN0511Y3509734
04.TK7836	FONTAINE LOWBOY TRAILOR 1994	4LF45752R3503651/4LFSN2627R3503447
04.TK7837	1988 TRAILKING LOWBOY	TKSA04622JM110152
04.TK7839	2003 LOAD KING 55 TON LOWBOY	5LKL4935931024620
04.TK7840	1995 FONTAINE 60 TON QUAD	4LF4573453503601
04.TK7841	1998 TRAIL KING DROP DECK	1TKA04621WM900018
04.TK7901	1982 TRAILMOBILE ASPHALT TANK	1PTT43EJ7B4000318
04.TK7902	1988 POLAR ASPHALT TANKER	1PMCI422912009409
04.TK7904	1988 POLAR ASPHALT TANKER	1PMCI422712009408
04.TK7905	1992 FRUEHAUF ASPHALT TANKER	1H4T0432XNL020407
04.TK7907	1995 ETNYRE ASPHALT TANKER	1E9T44206SE007210
04.TK7908	2015 ETNYRE 7250 GALLON TANKER	1E9T78815FE007171
04.TK7909	1992 ETNYRE TANKER	1E9T44207ME007073
04.TK7910	1977 TRAILMOBILE ASPHALT HAULER	S40057
04.TK7911	1978 TRAILMOBILE	S41577
04.TK7912	1977 TRAILMOBILE ASPHALT HAULER	N41055
04.TK7913	1977 TRAILMOBILE ASPHALT HAULER	UNSS07811
04.TK7914	1977 AMCC ASPHALT HAULER	1PMCI4220F2007085
04.TK7915	2022 MAC HOT PRODUCTS TANK	558mm324x007541
04.TK7916	2022 ETNYRE ASPHALT TANKER	1E9T97969N007283
04.TK7917	2022 ETNYRE ASPHALT TANKER	1E9T97978NE007297
04.TK8005	TRAIL KING 50 TON LOWBOY TRAILER	1TKJ048385B010080
04.TK8006	TRAIL KING 70 TON LOWBOY TRAILER	1TKS005125B019552/19551 (2 NUMBERS)
07.TK6251	FORD F450 MECHANIC TRUCK	1FDXP46P75ED32568
07.TK6254	FORD F750 MECHANIC TRUCK	3FRWX75H18V668649
07.TK6255	2015 KENWORTH T270 MECHANICS TRUCK	2NKHJHM6X2FM455160
07.TK6256	2022 KENWORTH T370 MECHANICS TRUCK	2NKHJHM7X7NM143476
07.TK7254	2006 KENWORTH T300 TRUCK	2NKMMD7X96M159257
07.TK8252	FORD F550 MECHANIC TRUCK	1FDFA5785EA17105
07.TK8258	2009 HINO 338 MECHANICS TRUCK ***SOLD***	5PYNVJMH94850163
07.TK8259	2010 KENWORTH T270 MECHANICS TRUCK	2NKHJHN6XXAM261944
07.TK8300	2006 KENWORTH T300 MECHANICS TRUCK	2NKMMD6X16M139845
07.TK8261	2007 PETERBILT 335 MECHANICS TRUCK	2NPLID7X57M681407
07.TK8262	2001 PETERBILT MECHANIC TRUCK	2NPNHD7X81M555347
07.TK8263	2021 KENWORTH MECHANIC TRUCK	2NKHJHM7X9MM417279
07.TK8264	MECHANIC TRUCK - 2005 FORD F650 (WAS WCM 07.20722)	3FRWX65B05V136071
07.TK8265	MECHANICS TRUCK - 2004 KENWORTH (WAS WCM 07.04286)	2NKMMD7X54M064286
07.TK8266	WELDING TRUCK - 2017 DODGE (WAS WCM 07.17733)	3C7WRNDL7HG623773
10.CR8010	GROVE RT740B CRANE	717132
12.FK6550	SKYTRAK 6056-48 FORKLIFT	0160008272
12.FK6560	CAT DP45 FORK LIFT	5CN00201
12.FK6561	CAT V50 FORKLIFT	AT9003075
12.FK6562	MITSUBISHI FG30N FORKLIFT (WAREHOUSE)	AF83F30581
12.FK7550	YALE FORKLIFT	N526628
12.FK7551	YALE FORKLIFT GP110	C813V02346Z
12.FK7553	IR FORKLIFT RT706H-199	164327
12.FK7554	IR FORKLIFT RT706G-1997	153443
12.FK8560	HYSTER FORKLIFT	H177B44108A
12.FK8562	TOYOTA PROPANE FORK LIFT	14890
12.ML6011	GENIE S80 4 X 4 AERIAL LIFT (MAN LIFT)	2658
12.ML6012	GENIE S60 MAN LIFT	S60XCH-46211
12.ML6013	GENIE S60 MAN LIFT	S60XCH-46219
12.ML8010	2000 GENIE SCISSOR LIFT	31887
12.ML8011	GENIE GS2668 RT SCISSOR LIFT	CS6808-51816
13.BR6532	BROCE RJ-350 BROOM	403193
13.BR6534	SUPERIOR BROOM DT80CT	807668
13.BR6535	SUPERIOR DT80J BROOM	813648
13.BR6538	BROCE RCT 350 BROOM	411623
13.BR6539	BROCE RCT 350 BROOM	411624
13.BR6540	BROCE RCT350 BROOM	412032
13.BR6541	BROCE RCT350 BROOM	412033
13.BR6590	TENNANT R210 SHOP SWEEPER	R210-1482
13.BR7537	BROCE BROOM	404207
13.BR7540	SUPERIOR DT80J BROOM	803057
13.BR8531	WALDON SM 250 SWEEPMASTER ROAD BROOM	28297-011 OR 28397-011
13.BR8534	SUPERIOR 8FT BROOM	808742
13.BR8535	SUPERIOR DT74J BROOM	818847

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13.BR8536	SUPERIOR DT74J BROOM	818848
13.BR8537	SUPERIOR DT80K CENTER MOUNTED BROOM	817751
13.TK8182	FREIGHTLINER FL70 ELGIN SWEEPER TRUCK BROOM BEAR	HFV61HBAZYHF15293
14.DZ7011	KOMATSU D39EX-2I DOZER	11118
14.DZ7014	CAT D3GLGP DOZER (AT GREER)	CFP00672
14.DZ7020	CAT D6KXL DOZER W/GPS	FH1102668
14.DZ8011	CAT D9R DOZER	ABK00687
14.DZ8013	CAT D8T DOZER W/GPS	KPZ00593
14.DZ8020	CAT D5M LGP DOZER	3CR01860
14.DZ8021	CAT D5N LGP DOZER	AKD00295
14.DZ8040	CAT D6R XL DOZER	5LN00604
14.DZ8042	CAT D6N LGP DOZER W/GPS	ALY02602
14.DZ8043	CAT D6N I LGP DOZER W/GPS	ALY03079
14.DZ8044	CAT D6N LGP DOZER W/GPS	ALY03168
14.DZ8060	CAT D8R II DOZER	6YZ00350
14.DZ8061	CAT D8R II DOZER	6YZ00392
14.DZ8062	CAT D8R II DOZER	6YZ00717
14.DZ8063	CAT D8R II DOZER	6YZ00916
14.DZ8064	CAT D8R II DOZER	6YZ01073
14.DZ8065	CAT D8R II DOZER	6YZ01279
14.DZ8066	CAT D8R II DOZER	6YZ01405
14.DZ8067	CAT D8R II DOZER	6YZ01645
14.DZ8069	CAT D8R II DOZER	6YZ01776
14.DZ8070	CAT D8R II DOZER	6YZ01813
14.DZ8072	CAT D8T DOZER W/GPS	KPZ00824
14.DZ8073	CAT D8T DOZER W/GPS	KPZ00914
14.DZ8074	CAT D8T DOZER W/GPS	J8B00572
14.DZ8075	CAT D8T DOZER W/GPS	KPZ01030
14.DZ8076	CAT D8T DOZER W/GPS	KPZ01243
14.DZ8091	CAT D10R PUSH DOZER	3KR00728
14.DZ8092	CAT D10R PUSH DOZER	3KR75033
14.DZ9050	CAT D6R XL DOZER W/ JERSEY BOX	5LN02103
15.SC8212	CAT 631E SCRAPER	1AB01460
15.SC8213	CAT 631E SCRAPER	1AB01461
15.SC8214	CAT 631E SCRAPER	1AB01462
15.SC8215	CAT 631E SCRAPER	1AB01389
15.SC8216	CAT 631E SCRAPER	1AB01407
15.SC8223	CAT 631G SCRAPER	CLR00409
15.SCF226	CAT 615C PADDLE PAN SCRAPER	9XG01892
15.SCF227	CAT 631E SCRAPER	1AB01505
15.SCF228	CAT 631E SCRAPER	1NB00914
15.SCF229	CAT 631E SCRAPER	1NB00921
15.SCF230	CAT 631E SCRAPER	1NB00923
17.LD8882	CAT 963C TRACK LOADER W/CLEARING FORK & GRAPPLE	ZDS02692
17.LD8883	CAT 963C TRACK LOADER	ZDS03065
17.LD8884	CAT 963C TRACK LOADER	BBD01542
17.LD8885	CAT 963C TRACK LOADER	BBD01246
17.LD8886	CAT 963C TRACK LOADER	BBD02401
23.LD6604	980H WHEEL LOADER	JMS02230
23.LD6606	980M WHEEL LOADER	KRS00378
23.LD6607	972M LOADER	ARF00615
23.LD6608	972M WHEEL LOADER	LSJ05029
23.LD6609	972M WHEEL LOADER	LSJ02036
23.LD6610	CAT 980G WHEEL LOADER	2KR02564
23.LD6611	CAT 988K WHEEL LOADER	TWX00401
23.LD6612	WA500-3 KOMATSU WHEEL LOADER	A72430
23.LD7601	WA500-3L WHEEL LOADER	A70528
23.LD7602	966G CAT WHEEL LOADER	3SW00449
23.LD7603	966G CAT WHEEL LOADER	3SW00351
23.LD7604	950G CAT WHEEL LOADER	AOX01427
23.LD7605	966G WHEEL LOADER	3SW00262
23.LD7606	WA450-5L WHEEL LOADER	A36389
23.LD7609	WA500-1LC WHEEL LOADER	A60062
23.LD7610	IT28G TOOL CARRIER	8CR02774
23.LD8802	IT28B WHEEL LOADER	1HF02343
23.LD8804	IT28F WHEEL LOADER	6FN00335
23.LD8806	IT28G WHEEL LOADER	8CR00162
23.LD8807	IT28G WHEEL LOADER	8CR05543
23.LD8808	IT28G WHEEL LOADER	8CR03791
23.LD8821	IT930G WHEEL LOADER	TWR02306
23.LD8822	IT930G WHEEL LOADER	TWR02434
23.LD8823	926M WHEEL LOADER	LTE00447
23.LD8824	930M WHEEL LOADER	KTG03841
23.SK6719	248B SKID STEER RUBBERTIRE HIGH FLOW - MILLING	SCL01778
23.SK6720	279D XPS SKID STEER	GTL05584
23.SK6721	259D SKID STEER	FTL14554
23.SK6722	259D SKID STEER	FTL17049
23.SK6723	216 CAT SKID STEER	4NZ05614
23.SK7720	CAT 257 SKID STEER (BIZZACK SHOP)	SLX00397
23.SK7725	SK-815-SN SKID STEER	A30007
23.SK8719	246B SKID STEER RUBBERTIRE*****SOLD*****	PAT02742
23.SK8726	279C SKID STEER TRACK	MBT00924
24.BH6501	CASE 580SL BACKHOE RUBBERTIRE	JIG026838I
24.BH6504	CAT 420F2 BACKHOE	HW030395
24.BH7505	KOMATSU WB-140 BACKHOE	A21567

EM Equipment

24.BH7508	CATERPILLAR 430E BACKHOE	SWC09493
24.BH8501	CAT 416C IT RUBBER TIRE BACKHOE	1W08273
24.BH8503	CAT 416C RUBBER TIRE BACKHOE	5YN06635
24.BH8504	CAT 416C RUBBER TIRE BACKHOE W/HAMMER	5YN06907
24.BH8507	CAT 420D RUBBER TIRE BACKHOE	FDP06050
24.BH8510	CAT 420D RUBBER TIRE BACKHOE	FDP12767
24.BH8511	CAT 420D RUBBER TIRE BACKHOE	FDP15126
24.BH8512	CAT 420D RUBBER TIRE BACKHOE	FDP15127
24.BH8513	CAT 420D RUBBER TIRE BACKHOE	FDP15178
24.BH8514	CAT 420D IT RUBBER TIRE BACKHOE	BLN10759
24.BH8515	CAT 420D IT RUBBER TIRE BACKHOE	BLN10681
24.BH8516	CAT 430F2IT BACKHOE	HWG00362
24.BH8518	CAT 420F2IT BACKHOE	HW02910
24.FM9012	JOHN DEERE 5420 TRACTOR	LVS420P46102
24.FM9013	JOHN DEERE 6430 TRACTOR	L06430M662618
26.RT8610	CAT 773F ROCK TRUCK	EED01074
26.RT8611	CAT 773F ROCK TRUCK	EED01075
26.RT8612	CAT 773F ROCK TRUCK	EED01076
26.RT8614	CAT 773B ROCK TRUCK	63W04536
26.RT8615	CAT 773B ROCK TRUCK	63W04515
27.AT8610	CAT 730 ARTICULATED DUMP TRK	AGF00786
27.AT8611	CAT 730 ARTICULATED DUMP TRK	AGF00787
27.AT8612	CAT 730 ARTICULATED DUMP TRK	AGF00788
27.AT8613	CAT 730 ARTICULATED DUMP TRK	AGF00814
27.AT8614	CAT 730 ARTICULATED DUMP TRK	AGF00815
27.AT8615	CAT 730 ARTICULATED DUMP TRK	AGF00661
27.AT8616	CAT 730 ARTICULATED EJECTOR	BIW00162
27.AT8618	CAT 730 ARTICULATED EJECTOR	BIW00177
27.AT8619	CAT 730 ARTICULATED EJECTOR	BIW00234
27.AT8620	CAT 730 ARTICULATED EJECTOR	BIW00235
27.AT8647	CAT 740 ARTICULATED EJECTOR	BIR00318
27.AT8648	CAT 740 ARTICULATED EJECTOR	BIR00389
27.AT8649	CAT 745 ARTICULATED DUMP TRK	3T600820
27.AT8650	CAT 745 ARTICULATED DUMP TRK	3T600821
27.AT8651	CAT 745 ARTICULATED DUMP TRK	3T600830
27.AT8652	CAT 745 ARTICULATED DUMP TRK	3T600831
29.HR8405	NPK HOE RAM HAMMER 8,000 LB.	34447
29.HR8409	NPK E205 HOE RAM HAMMER 1,300 LB.	71852
29.HR8410	NPK E220 HOE RAM HAMMER 8,000 LB.	76117
29.HR8411	NPK E220 HOE RAM HAMMER 8,000 LB.	75240
29.HR8413	NPK E207 HOE RAM HAMMER 2,000 LB.	85699
29.HR8414	NPK GH-18 HAMMER 12,000 LB.	109112
29.HR8415	TRX HB750 HYDRAULIC SKID STEER HAMMER	
29.HR8416	PALADDY SFB500 SKIDSTEER HAMMER ATTACHMENT	18D855
29.HR8417	KENT KF-4 SKIDSTEER HAMMER ATTACHMENT (BUILT ON 6/12/20)	9173
29.HR8418	CAT H130ES HYD HAMMER	HHP00823
30.GR6421	LEEBOY 685 MOTOR GRADER	360
30.GR6423	CAT 12H MOTOR GRADER W/GPS	AMZ00644
30.GR6424	CAT 12H MOTOR GRADER	AMZ00944
30.GR7420	CAT 12H MOTOR GRADER	AMZ00954
30.GR7421	CAT 12H MOTOR GRADER	4XM01808
30.GR7422	CAT 12H MOTOR GRADEE	AMZ00303
30.GR7424	CAT 12G MOTOR GRADER	61M15340
30.GR7425	CAT 12G MOTOR GRADER	61M08946
30.GR8420	CAT 16G MOTOR GRADER	93U03480
30.GR8421	CAT 14H MOTOR GRADER W/SONICMASTER	7WJ00060
30.GR8422	FIAT FG65C MOTOR GRADER	85505140
30.GR8423	CAT 14H MOTOR GRADER W/SONICMASTER	7WJ00498
30.GR8424	CAT 14H MOTOR GRADER W/SONICMASTER	7WJ01285
30.GR8425	CAT 14H MOTOR GRADER W/GPS	7WJ01968
30.GR8426	CAT 14H MOTOR GRADER W/GPS	ASE01090
30.GR8427	CAT 14H MOTOR GRADER W/GPS	ASE01497
31.EX7525	CAT 312CL EXCAVATOR	CBA03860
31.EX8520	CAT 325BL EXCAVATOR HOE RAM W/HAMMER	2TR01626
31.EX8521	KOMATSU PC290LC-11 EXCAVATOR W/ GPS	A27081
31.EX8525	CAT 345B LMB EXCAVATOR	AGS00832
31.EX8526	CAT 325CL EXCAVATOR W/THUMB & HAMMER	BFE00180
31.EX8529	CAT 325CL EXCAVATOR HOE RAM W/HAMMER	BFE00853
31.EX8530	CAT 325CL EXCAVATOR W/HAMMER	CRB00971
31.EX8531	CAT 345BL MB II EXCAVATOR	AGS02329
31.EX8532	CAT 325CL EXCAVATOR HOE RAM W/HAMMER	CRB00976
31.EX8533	CAT 325CL EXCAVATOR W/ MULCHING ATTACH	CRB00987
31.EX8534	CAT 325CL EXCAVATOR	BFE01641
31.EX8535	CAT 330CL EXCAVATOR	DKY03554
31.EX8536	CAT 330CL EXCAVATOR	KDD01057
31.EX8537	CAT 312CL EXCAVATOR W/HAMMER	CBA02416
31.EX8538	CAT 330DL EXCAVATOR	MWP01039
31.EX8539	CAT 325DL EXCAVATOR	PAL00335
31.EX8540	CAT 325DL EXCAVATOR	PAL00401
31.EX8541	CAT 345C EXCAVATOR W/HAMMER	PFW01928
31.EX8542	CAT 325DL EXCAVATOR	A3R01072
31.EX8543	CAT 325DL EXCAVATOR	A3R01064
31.EX8544	CAT 312CL EXCAVATOR	CBA04501
31.EX8545	KOMATSU PC800LC-8 EXCAVATOR	55225
31.EX8546	CAT 336EL EXCAVATOR W/ GPS	FJH00262

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31.EXR548	2018 KOMATSU PC360LC-11 EXCAVATOR	A36672
31.EXR549	CAT 336J EXCAVATOR W/ GPS	EKS00227
31.EXR551	CAT 325F LCR EXCAVATOR W/ HAMMER	NDJ20146
34.AB8813	PRO-TRC 2200-SE ARROW BOARD	256AB03
34.MM7283	MESSAGE BOARD	6489
34.MM7284	ADDCO MESSAGE BOARD	585454
34.MM8283	VER-MAC MESSAGE BOARD	2SPUS4123ES132607
34.MM8284	VER-MAC MESSAGE BOARD	2SPUS4123ES132617
34.MM8285	VER-MAC MESSAGE BOARD	2SPUS4123ES132618
34.MM8286	VER-MAC MESSAGE BOARD	2SPUS4123ES132619
34.MM8287	ADDCO DH 1000 MESSAGE BOARD	589286
34.MM8288	ADDCO 1000 ALS MESSAGE BOARD	585610
34.MM8289	ADDCO DH 1000 MESSAGE BOARD	587806
34.MM8290	ADDCO 1000 ALS MESSAGE BOARD	590835
34.MM8291	ADDCO DH 1000 ALS MESSAGE BOARD	585608
34.MM8292	ADDCO DH 1000 MESSAGE BOARD	587897
34.MM8293	MESSAGE BOARD	
34.MM8294	ADDCO DH 1000 ALS MESSAGE BOARD	589285
34.MM8295	ADDCO DH 1000 ALS MESSAGE BOARD	585590
34.MM8296	VER-MAC 3 LINE MESSAGE BOARD	2SPUS4123DS132039
34.MM8297	VER-MAC 3 LINE MESSAGE BOARD	2SPUS4123DS132040
34.MM8298	VER-MAC 3 LINE MESSAGE BOARD	2SPUS4123DS132041
34.MM8299	VER-MAC 3 LINE MESSAGE BOARD	2SPUS4123DS132042
34.MM8300	VER-MAC 3 LINE MESSAGE BOARD	2SPUS4123DS132631
34.MM8301	ALLMAND ARROW BOARD	9904B416
34.MM8302	ALLMAND ARROW BOARD	256AB03
34.MM8303	ALLMAND ECLIPSE ARROW BOARD	9904B470
34.MM8304	PROTECT O FLASH ARROW BOARD	1093406
34.MM8306	ALLMAND ARROW BOARD	0298AB02
34.MM8307	ALLMAND ARROW BOARD	9007B4119
34.MM8308	PROTECT O FLASH ARROW BOARD	A93-15-001611
34.MM8309	WANCO ARROW BOARD	5F11S1014E1004484
34.MM8310	WANCO ARROW BOARD	5F11S1012E1004485
34.MM8311	WANCO WTSP MESSAGE BOARD	5F11S1011G1006289
34.MM8312	WANCO WTSP MESSAGE BOARD	5F11S101XG1006288
34.MM8313	WANCO ARROW BOARD	5F11S1012H1005556
34.MM8314	WANCO ARROW BOARD	5F11S1014H1005557
34.MM8315	WANCO ARROW BOARD	5F11S1016H1005558
34.MM8316	WANCO ARROW BOARD	5F11S1010H1005555
34.MM8317	ADDCO FLAGGER LIGHTS	1399F08157D405005 / S3004
34.MM8318	ADDCO FLAGGER LIGHTS	1399F08177D405006 / S3005
41.PC7045	CMI MAXIGRIND 460	2868
41.PC9000	ROCKCASTLE MATERIALS CRUSHING EQ	
43.PC7042	PEP PORTABLE SCREENING PLANT	001688
43.PC7043	READ SCREEN-ALL MODEL CV-150-D	00671
43.PC8044	KLEEMANN MS19Z SCREEN	K0540316
46.ZZ0102	H&B 4,000 LB PLANT 12	
46.ZZ0103	BARBER GREEN 10,000LB PLANT 13	
46.ZZ0104	BARBER GREEN 12,000LB PLANT 14	
46.ZZ0105	BARBER GREEN 10,000LB PLANT 15	
46.ZZ0106	ASTEC DOUBLE BARREL PLANT 16	
46.ZZ0107	ASTEC 8' DOUBLE BARREL & BAGHOUSE	
46.ZZ0110	LONDON ASPHALT PLANT-LJ	
46.ZZ0112	HEATEC TAV-25E 25,000 GAL AC TANK	
46.ZZ0113	GEN-TEC 15,000 GA AC TANK	3641
46.ZZ0114	ADM RAP BIN AND FEEDER	
46.ZZ0116	ASTEC RAP CRUSHING/FEEDER SYSTEM	
46.ZZ0119	HEATEC HC-170 HELICAL COIL HEATER	H98-213
46.ZZ0120	GENTEC AGGREGATE FEED SYSTEM	CSA11119
46.ZZ0122	HERMAN GREANT DC-70 DRYER & ACCY	0010445-0096924-IN
46.ZZ0123	ASTEC SILO & DRAG CONVEYOR	89-139
46.ZZ0124	PMI HS CRUSHER-TYCO SCREEN	124250-3775
46.ZZ0125	RELIABLE COLD FEED BINS (5)	1205-12162002
46.ZZ0126	ASTEC SBH-71-17 STATIONARY BAGHOUSE	037R0029.J
46.ZZ0127	BENSHAW MOTOR CONTROL CENTER	16136-3523
46.ZZ0128	MARKLINE BATCH HOUSE MODEL 1428	31331
46.ZZ0130	GENTEC ACCU-BATCH	21239
46.ZZ0131	GENTEC ACCU-BATCH	21239
46.ZZ0132	GENTEC ACCU-LOAD	21239
46.ZZ0133	BURNER TANK & FUEL PUMP	
46.ZZ0134	OIL-HEATER EXCHANGER	
46.ZZ0135	HAUCK STAR JET 520-E	
46.ZZ0136	ASTEC INNER/OUTER SHELL DRUM	
46.ZZ0138	TURBO RAP GATOR	
46.ZZ0139	GEAR BOX DRUM	
46.ZZ0140	PM2 BLENDING SYSTEM ASTEC	
46.ZZ0145	ASTEC PORTABLE DOUBLE BARREL 07-003 PLANT 17/15	
46.ZZ0146	WINSLOW TRUCK SCALE	84-11070-11
46.ZZ0147	STAR JET BURNER S4580F	
46.ZZ0148	STAR JET BURNER S4580F	
46.ZZ0149	COLD FEED SYSTEM	
46.ZZ0150	SCREEN DEISTER USM-2414	
46.ZZ0151	ASTEC 200 TON SILO & TRAVERSE	
46.ZZ0152	ASTEC INERTIAL SEPARATOR AND TRANSITIONS	
46.ZZ0160	EXHAUST FAN ASSEMBLY 44"	

EM Equipment

50.TK6216	FORD F650 FLAT BED STEAM TRUCK	3FRWF6C2BV369128
50.TK6217	2019 FORD F650 FLATBED TRUCK	1FDNF6D8KDF02687
50.TK6218	2014 FREIGHTLINER M2-106 FLATBED	3ALACWDY2EDF3477
50.TK6220	2021 FORD F650 STRAIGHT FRAME	1FDNF6DC8MDF09081
50.TK6230	2015 INTERNATIONAL 4300 FLATBED- TRAFFIC CONTROL	3HAMMMMLAFL039795
50.TK6231	2015 INTERNATIONAL 4300 FLATBED- TRAFFIC CONTROL	1HTM6MMLAFH554317
51.TK6361	FORD L8000 SINGLE AXLE DUMP TRUCK	1FTXR82E1TV403542
51.TK8363	FORD F800 DUMP TRUCK SINGLE AXLE	3FEXF8018XMA07975
51.TK8365	MACK RD68SS DUMP TRUCK	1M2P324C3XM045132
52.TK6202	MACK CH613 LOWBOY	1M1A107YK6N004761
52.TK6203	2013 PETERBILT 389 TRACTOR	1XPXD40XADD182418
52.TK7351	2002 PETERBILT 379	1XP5P8EX52D585722
52.TK7352	2001 PETERBILT 379*****SOLD*****	1XP5P4TX1D560828
52.TK7353	1999 WESTERN STAR 4964EX	2WKEDDC33XK958209
52.TK7354	2000 PETERBILT 379	1XP5D80X5YN512790
52.TK7355	2005 RED PETERBILT 379	1XP5D80X25N662132
52.TK7357	2003 PETERBILT 379- RED	1XP5D89X9D588465
52.TK7358	2006 PETERBILT 379	1XP5D80X66N632515
52.TK7371	1989 FORD L-9000	1FTYR90L4KVA18854
52.TK8351	FORD LT9000 FUEL TRUCK	1FDZA90X9VA27851
52.TK8352	FORD LT9000 TRACTOR	1FDZA90X9VA72712
52.TK8354	KENWORTH W900L TRACTOR	1XKWPBEX66J160415
52.TK8356	2005 STERLING L8500 W/ NATIONAL 680E 20 TON CRANE	2FZILAWD35AN93228
52.TK8357	2018 KENWORTH W900	1XKWP4TX1JJ187092
52.TK8358	2013 MACK GU533 ROLLBACK TRUCK	1M2AX33CXDM010102
52.TK8359	2019 PETERBILT 389 LOWBOY TRUCK	1XPXPEX00K613891
52.TK8360	2016 PETERBILT 389 TRACTOR	2XPXK49X3G6330378
53.TK6303	MACK CH613 WATER TRUCK	1M2AA12Y0MWB11685
53.TK6304	KENWORTH T800 WATER TRUCK	1XKDD89X6VR752312
53.TK7313	90 MACK WATER TRUCK (blue)	1M2AY09C3LM005129
53.TK7315	1994 MACK WATER TRUCK	1M2AY83Y9LM005185
53.TK8305	FORD L9000 WATER TRUCK (4000 GA)	1FTY895B4SVA30457
53.TK8306	FORD TANDEM AXLE WATER TRUCK	1FDZ880F3WVA12985
53.TK8307	STERLING LT7500 WATER TRUCK	2FZNAJBB1XAF47144
53.TK8308	FREIGHTLINER FL80 WATER TRUCK	1FVHDXAK01HG88929
53.TK8309	INTERNATIONAL 9100 WATER TRUCK	2HSCBAHR5YC071884
53.TK8310	KENWORTH WATER TRUCK (WAS WCM 53.05362)	2NKMID7X5SM073362
54.TK6341	INTERNATIONAL 4700 DISTRIBUTOR TRUCK	1HTSCABN1YH287394
54.TK6342	FORD F750 DISTRIBUTOR TRUCK	3FRXF76P55V163576
54.TK6345	FORD F750 DISTRIBUTOR TRUCK	3FRXF75H37V396899
54.TK7342	2000 ETTYRE S2000 DISTRIBUTOR (INTERNATIONAL)	1HTSCABNXNYD11031
54.TK7343	2004 ETTYRE DISTRIBUTOR TRUCK (STERLING)	2FZAASAR04AM42156
54.TK7344	INTERNATIONAL ASPHALT DISTRIBUTOR TRUCK	1HTZAAAN69J085319
54.TK7345	1999 ETTYRE DISTRIBUTOR TRUCK (STERLING)	2FZILJAA6XAA12200
54.TK7346	2002 FORD F650 DISTRIBUTOR	3FDWF65H2MA12390
54.TK7347	2004 FORD F650 SERVICE TRUCK	3FRWF65G54V610641
54.TK7348	2003 INTERNATIONAL 4300	1HTMMAAL83H554666
55.TK6320	FREIGHTLINER FL70 GREASE/FUEL	1FV6HFAASPL416328
55.TK6323	FORD F-750 FUEL/GREASE TRUCK	3FRXF75H37V396728
55.TK6324	2020 KENWORTH T370 GREASE / FUEL TRUCK	2NKHBM7X0FM393610
55.TK6325	2020 KENWORTH T370 GREASE / FUEL TRUCK	2NKHBM7X3LM093617
55.TK6354	2012 FREIGHTLINER M2-106 SUPPLY TRUCK	1FVACXD76CDBM3323
55.TK7320	1999 MACK CL713 FUEL/GREASE TRUCK	1M2AD09C3XW007857
55.TK7321	1991 MACK RD890SX	1M2P274C7MM001114
55.TK7323	1981 MACK DMC886SX	1M2C114C7BA001045
55.TK7336	2000 MACK RD600K-WATER TRUCK	1M3P114C5YM002187
55.TK7338	2000 MACK M3300P FUEL TRUCK	VG6M118B6YB303757
55.TK8321	FREIGHTLINER FL70 FUEL TRUCK (2000 GA)	1FV6HFAAA7PL496554
55.TK8322	FORD L9000 FUEL/GREASE TRUCK	1FDYR90LORVA16547
55.TK8323	FORD L9000 FUEL TRUCK (2000 GA)	1FDYR90LORVA42400
55.TK8324	FORD F800 FUEL TRUCK	3FEXF8011XMA12919
55.TK8325	FORD F800 GREASE/FUEL TRUCK	3FEXF8018XMA12920
60.SB6020	2019 WEIL FR E2850B SHUTTLE BUGGY	E2850B-1636
60.SB7020	ROADTEC SB2500D SHUTTLE BUGGY	SB2500D-1080
60.SB7021	ROADTEC SB2500B SHUTTLE BUGGY	SB2500BXS55
60.SB9020	ROADTEC SB2500 SHUTTLE BUGGY	SB2500BXS48
60.SB9021	ROADTEC SB2500C SHUTTLE BUGGY	SB2500CX821
61.RW6430	BLAW KNOX RW100 ROAD WIDENER	10013-09
61.RW7200	ETNYRE CHIP SPREADER	K4561
61.RW7430	BLAWKNOX RW100 ROAD WIDENER	RW100-0956-017
61.RW7432	BLAWKNOX RW195D ROAD WIDENER	RW195D176091
61.RW7434	BARBER GREEN 730 ROAD WIDENER	BQ730141
62.PV6404	BLAW KNOX FF2181 RUBBER TIRE 8"	218161-89
62.PV6405	BLAW KNOX FF3200 RUBBER TIRE 10"	320032-25
62.PV6406	BLAW KNOX FF2181 RUBBER TIRE 8"	187355
62.PV6407	BLAW KNOX FF5510 TRACK 10"	55103071
62.PV6432	CAT AP1000F RUBBER TIRE 10"	AC400324
62.PV6433	CAT AP555F TRACK 8"	AP500299
62.PV6434	CAT AP1000F RUBBER TIRE 10"	AC400520
62.PV6435	CAT AP1000F RUBBER TIRE 10" 6x6	AC400426
62.PV6436	VOEGELE 1700-31 8 FOOT TRACK PAVAR	19820203
62.PV6437	VOEGELE 2003-31 10 FOOT PAVAR	09750143
62.PV6438	VOEGELE 1703-31 8 FOOT RUBBER TIRE PAVAR	13830187
62.PV6439	VOEGELE 2003-31 10 FOOT RUBBER TIRE PAVAR(SOUTH)	09750185

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62.PV7403	BLAWKNOX FF5510 TRACK 10'	551020-18
62.PV7406	BLAWKNOX FF5510 TRACK 10'	551024-65
62.PV7411	BLAWKNOX FF2181 RUBBER TIRE 8'	218101-61
62.PV9041	BLAWKNOX FF3200 RUBBER TIRE 10'	190714
64.RL6135	CAT CB543B ASPHALT COMPACTOR	4L100183
64.RL6138	INGERSOLL-RAND DD90 ASPHALT ROLLER	170017
64.RL6140	INGERSOLL-RAND DD110HF ASPHALT ROLLER	194224
64.RL6144	2018 VOLVO DD30B ROLLER	VCE00M0L05272251
64.RL6145	HAMM HD+90VV ROLLER	H2420257
64.RL6148	CAT CB13 ASPHALT ROLLER (I.C. ROLLER)	PWP00465
64.RL6149	CAT CB13 ASPHALT ROLLER (I.C. ROLLER)	PWP00490
64.RL6150	HAMM HD12VV DOUBLE DRUM ASPHALT ROLLER	H2301815
64.RL6151	HAMM HD12VV DOUBLE DRUM ASPHALT ROLLER	H2302040
64.RL6152	CAT CB13 ASPHALT ROLLER	PWP00658
64.RL6153	CAT CB13 ASPHALT ROLLER	PWP00654
64.RL6154	HAMM HD+120VVIF	H2740057
64.RL6155	HAMM HD+120VV	H2740190
64.RL6156	HAMM HD+140VVIF	
64.RL6157	HAMM HD12VV	H2305188
64.RL7128	BOMAG BW6AS ROLLER	101550100176
64.RL7129	FERGUSON 50 TON ROLLER	10066
64.RL7134	BOMAG BW20R VIBRATORY ROLLER	2.01531E+11
64.RL7140	INGERSOLL RAND DD110HF ASPHALT ROLLER	176037
64.RL7141	BOMAG BW 11 RH PNEUMATIC	901A22202028
64.RL7142	CATERPILLAR CS533E COMPACTOR	ASL61645
64.RL7143	HAMM HD+120VV HF ASPHALT ROLLER	H1840123
64.RL7144	INGERSOLL RAND DD110HF ASPHALT ROLLER	194166
64.RL7145	HAMM HD 120V ASPHALT ROLLER	H1820149
64.RL7146	CAT CB54XW ASPHALT ROLLER	FLM00223
64.RL7147	VOLVO DD31HF ASPHALT ROLLER	VCE00D31P05276291
64.RL7149	INGERSOLL RAND DD110 ASPHALT ROLLER	155125
64.RL7150	INGERSOLL RAND DD110HF ASPHALT ROLLER	175182
64.RL7151	INGERSOLL RAND DD110HF ASPHALT ROLLER	175137
64.RL7153	BOMAG BW120AD-3 VIBRATORY ROLLER	1.01171E+11 101170513608
64.RL7156	BW172D ROLLER-1990	1.0152E+12
64.RL7158	HAMM 120 ROLLER	H1750149
64.RL8131	CAT CP563 COMPACTION ROLLER SHEEPPFOOT	1YJ00380
64.RL8133	CAT CP563 COMPACTION ROLLER SHEEPPFOOT	5N00105
64.RL8134	CAT CP563 COMPACTION ROLLER SHEEPPFOOT	5N00248
64.RL8135	CAT CB54B DOUBLE DRUM STONE ROLLER	4JL00176
64.RL8138	CAT 825G COMPACTION ROLLER	6RN00339
64.RL8139	CAT CB54C COMPACTION STONE ROLLER	5HN00498
64.RL8140	CAT CS563 COMPACTION ROLLER SMOOTH	4KN00774
64.RL8141	CAT CP563D COMPACTION ROLLER SHEEPPFOOT	9ZW00441
64.RL8142	CAT 825G II SHEEPPFOOT ROLLER	AXB00445
64.RL8143	CAT 825G II SHEEPPFOOT ROLLER	AXB00446
64.RL8144	CAT CS563C COMPACTION STONE ROLLER	9MW00564
64.RL8145	CAT 825G II SHEEPPFOOT ROLLER	AXB00486
64.RL8146	CAT CP563 SHEEPPFOOT ROLLER	9ZW00537
64.RL8147	CAT CB54C DOUBLE DRUM STONE ROLLER	5HN00725
64.RL8149	WACKER ED11A STONE/ASPHALT ROLLER	540835
64.RL8152	BOMAG BMP8500 TRENCH ROLLER	101720127460
69.MM9001	CAT PM201 MILLING MACHINE	PYN00211
69.MM9003	CAT PM622 MILLING MACHINE	JFC00119
69.MM9004	CAT PM622 MILLING MACHINE	JFC00176
69.MM9005	CAT PM622 MILLING MACHINE	TPH00106
69.MM9006	CAT PM822 MILLING MACHINE	SL800133
71.CM8020	GOMACO GT-6300 WALL MACHINE	MCI6436-01
71.CM8022	POWER CURBER 5700B	601200367
71.CM8023	POWER CURBER 5700B	57B03060131698
71.CM8024	WRITGEN SP151 CURB MACHINE	14SP1085
71.CM8030	GOMACO EC100C CURB EXTRUDER	MCI4947-40
71.PV7412	GOMACO GT6300 SLIP PAVER WALL MACHINE	900100-249
71.PV7413	GOMACO CURB MACHINE	MCI135901
71.PV8410	2018 GOMACO GP-2400 WALL-CONCRETE PAVER	912400-106
71.PV8411	2018 SITECH CAB KIT FOR GOMACO PAVER PV8410	1188J0725W
74.DR8402	FURUKAWA HCR1200-ED HYDRAULIC DRILL	1352214
74.DR8403	FURUKAWA HCR1200-ED HYDRAULIC DRILL	1352182
74.DR8404	2018 ATLAS COPCO SMART-ROC 11 DRILL	TMG18SED0018
74.DR8405	2017 ATLAS COPCO SMART-ROC 11 DRILL	TMG17SED0518
74.DR8406	2018 ATLAS COPCO SMART-ROC 11 DRILL	TMG18SED0096
74.DR8420	SANDVIK D50KS DRILL	733441
76.AC7901	IR EPE50 AIR COMPRESSOR	CA0469
88.325C422	42" BUCKET FITS 325 W/C LINK	RCW16125
88.330D661	66" BUCKET FITS 330 D LINKAGE	
88.BW8010	2017 LANDPRIDE RCR2512 12' BAT WING MOWER	1058896
88.CS7200	ETNYRE CHIP SPREADER	K4561
88.CS8096	CONCRETE SAW	
88.GP7106	GPS PAVER TRACKER SYSTEM	5500V
88.GP8010	TRIMBLE GPS BASE D6N LGP, SN8900 RAD	
88.GP8011	TRIMBLE GPS BASE D6N LGP, SN8900 RAD	
88.GP8101	TRIMBLE GPS SP5850 BASE STATION	
88.GP8103	TRIMBLE GPS GCS900 DUAL GRADER	
88.GP8104	SFS882 ROVER/BASE	
88.GP8105	SFS882 ROVER/RADIO KIT	49394022346

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88.GP8106	GCS900 ACCUGRADE GPS SYSTEM/DN ON DZ8042	
88.GP8107	GCS900 ACCUGRADE GPS SYSTEM DST ON DZ8072	
88.GP8108	GCS900 ACCUGRADE GPS SYSTEM 14H GRADER MOUNTED ON GRM426	
88.GP8109	GCS900 ACCUGRADE GPS SYSTEM DST ON DZ8076	
88.GP8110	SITECH DUAL MS992 KIT ACCUGRADE	
88.GP8111		
88.LP6013	MAGNUM PORTABLE LIGHT PLANT	071407
88.LP6014	MAGNUM PORTABLE LIGHT PLANT	71405
88.LP6015	HALIBRITE RUNWAY CLOSURE MARKER	7FSBG0918LB113296
88.LP6016	HALIBRITE RUNWAY CLOSURE MARKER	7FSHG0911LB113298
88.LP6017	HALIBRITE RUNWAY CLOSURE MARKER	7FSBG0916LB113300
88.LP6018	HALIBRITE RUNWAY CLOSURE MARKER	7FSBG0913LB113299
88.LP6019	GENIE RL4 LIGHT PLANT	RL4I-5632
88.LP6020	GENIE RL4 LIGHT PLANT	RL4I-5663
88.LP7010	ALLMAND 695 LIGHT PLANT-2001	0037ML01
88.LP7011	LIGHTSOURCE LIGHT PLANT	328208
88.LP7012	ALLMAND LIGHT PLANT	2023PRO06
88.LP7013	ALLMAND LIGHT PLANT	2027PRO05
88.LP7014	LTP4 WACKER LIGHT PLANT-1999	763601086
88.LP7020	ALLMAND 695 LIGHT PLANT	9902MLO6
88.LP8010	RADIO REPEATER STATION	
88.LP8011	ALLMAND LIGHT PLANT	
88.LP8013	ALLMAND LIGHT PLANT	
88.LP8014	ALLMAND LIGHT PLANT	1266PRO08
88.LP8015	ALLMAND NL6 LIGHT PLANT	1267PRO08
88.LP8090	PELICAN 9450B LIGHT SYSTEM	REMOTE LIGHTING SYSTEM
88.MM8810	2015 FECON MULCHING HEAD ATTACHMENT	00BH40E010155
88.MM6100	WACKER VP1135AW PLATE COMPACTOR	11097837
88.MM6101	WACKER VP1135AW PLATE COMPACTOR	11097838
88.MM6102	WACKER VP1135AW PLATE COMPACTOR	
88.MM6103	WACKER VP1135AW PLATE COMPACTOR	10908697
88.MM6104	WACKER VP1135AW PLATE COMPACTOR	10831480
88.MM6105	WACKER VP1135AW PLATE COMPACTOR	10831480
88.MM6106	WACKER VP2050 PLATE COMPACTOR	510029051
88.MM6230	INGERSOLL RAND AIR COMPRESSOR (SHOP)	PX6404U66030
88.MM7100	3406 CATERPILLAR GEN SET	AZR02672
88.MM7101	CAT SR48 GENERATOR SET	BER01441
88.MM7102	CAT GENERATOR SET	SNA03988
88.MM7104	CAT 3412 GENERATOR SET	81201611
88.MM7150	IR P1K5WD PORTABLE COMPRESSOR	303273
88.MM7258	ORANGE CRUSH-PAVEMENT BREAKER	
88.MM7259	AFGIA GYRATORY COMPACTOR	1348
88.MM7260	AFGIA GYRATORY COMPACTOR	1076
88.MM7262	AFGIA GYRATORY COMPACTOR	1197
88.MM7263	AFGIA GYRATORY COMPACTOR	1320
88.MM7278	ALTEC CX30ATD PLANER	9JXC00492
88.MM7547	RIVINIUS R600B BASE SPREADER	6B94286
88.MM7548	RIVINIUS R600B BASE SPREADER	6B96318
88.MM7549	11" DRAG BOX 92.1-140	773497
88.MM7550	ROME DISC	TRH2436
88.MM7621	PITTSBURG PLANT TOOLS & EQUIPMENT	
88.MM7623	MOUNT VERNON PLANT TOOLS & EQUIPMENT	
88.MM7624	WILLIAMSBURG PLANT TOOLS & EQUIPMENT	
88.MM7680	ATS SOUTHERN SHOP TOOLS & EQUIPMENT	
88.MM7681	ATS SOUTHERN SHOP MISC TRUCKS	
88.MM7682	ATS SOUTHERN LAB EQUIPMENT	
88.MM7683	ATS SOUTHERN MISC EQUIP	
88.MM8000	TROXLER 3450 GAUGE	
88.MM8001	HUSQVARNA 395XP CHAIN SAW	600436
88.MM8002	HUSQVARNA 3120XP CHAIN SAW	064000051
88.MM8004	HUSQVARNA 370 CHAIN SAW	0200069
88.MM8005	HUSQVARNA 346XP 20" CHAIN SAW	092000597
88.MM8006	HUSQVARNA 346XP 20" CHAIN SAW	092200779
88.MM8008	HUSQVARNA 365SP 18" CHAIN SAW	1300264
88.MM8009	HUSQVARNA 370 20" CHAIN SAW	080300094
88.MM8010	HUSQVARNA 346XP CHAIN SAW	7HYX0505EA
88.MM8011	STIHL 20" CHAIN SAW	282963150
88.MM8012	STIHL 18" CHAIN SAW	278307936
88.MM8013	STIHL 20" CHAINSAW MS391	293275712
88.MM8014	STIHL HEDGE TRIMMER HS131	294355029
88.MM8015	STIHL CHAIN SAW	286645836
88.MM8016	STIHL CHAIN SAW	
88.MM8022	STIHL CHAIN SAW	182378045
88.MM8023	STIHL CHAIN SAW	182378044
88.MM8024	STIHL MS391 CHAIN SAW	184055840
88.MM8039	STIHL TS420 CONCRETE SAW (QUICKIE)	179687898
88.MM8040	STIHL TS420 14" CUTQUIK SAW	184312818
88.MM8041	STIHL TS42014 CUTOFF SAW	182977289
88.MM8042	STIHL TS420 SAW	180765067
88.MM8043	STIHL TS420 SAW	182217314
88.MM8044	14" STIHL TS420 SAW	181680597
88.MM8045	14" STIHL TS420 SAW	180988093
88.MM8046	14" STIHL TS420 SAW	180987891
88.MM8047	14" STIHL TS420 SAW	180988042
88.MM8048	14" STIHL TS420 SAW	180987908

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88.MM8049	STIHL TS420 CUT OFF SAW	
88.MM8050	STIHL 14" TS420 CUT-OFF SAW	179618251
88.MM8051	STIHL TS350 CONCRETE SAW	46969006
88.MM8052	STIHL TS400 CONCRETE SAW	160876653
88.MM8053	STIHL TS400 CONCRETE SAW	160876641
88.MM8055	STIHL TS400 CONCRETE SAW	64689721
88.MM8056	STIHL TS420 CONCRETE SAW	148364515
88.MM8057	STIHL TS420 CONCRETE SAW	170507606
88.MM8058	STIHL TS420 CONCRETE SAW	170507683
88.MM8059	STIHL TS400 14" CONCRETE SAW	165437698
88.MM8060	STIHL TS420 14" CONCRETE SAW	170678666
88.MM8061	STIHL TS420 CONCRETE SAW	168364559
88.MM8062	STIHL TS420 CONCRETE SAW	167970557
88.MM8063	STIHL TS420 14" CONCRETE SAW	170678665
88.MM8065	STIHL TS400 14" CONCRETE SAW	166065292
88.MM8066	SOFF-CUT ELEC CONCRETE SAW	9675
88.MM8067	STIHL CONCRETE SAW	167466184
88.MM8068	STIHL CONCRETE SAW	
88.MM8070	STIHL TS420 CONCRETE SAW	
88.MM8071	STIHL TS420 14" CONCRETE SAW	1677972495
88.MM8072	STIHL TS400 CONCRETE SAW	
88.MM8073	STIHL CONCRETE SAW	167104371
88.MM8074	STIHL TS 420 CONCRETE SAW	173069202
88.MM8076	STIHL TS 420 CONCRETE SAW	173069258
88.MM8077	STIHL TS420 CONCRETE SAW	173216454
88.MM8078	STIHL TS420 CONCRETE SAW	173283056
88.MM8079	STIHL TS420 CONCRETE SAW	175082827
88.MM8080	STIHL TS420 CONCRETE SAW	175082888
88.MM8081	STIHL TS420 CONCRETE SAW	168683177
88.MM8082	STIHL 14" QUICKSAW	176153729
88.MM8083	STIHL 14" CUTQUIK SAW	176153723
88.MM8084	STIHL 14" CONCRETE SAW	177739210
88.MM8085	STIHL TS420 CUT-OFF SAW	170507689
88.MM8086	STIHL TS420 CONCRETE SAW	179697887
88.MM8087	STIHL TS420 CONCRETE SAW	179697877
88.MM8088	STIHL TS420 CUTQUIK SAW	181680586
88.MM8089	STIHL TS420 CUTQUIK SAW	181680604
88.MM8090	STIHL TS420 CUTQUIK SAW	182012714
88.MM8091	STIHL TS420 CHOP SAW	171116838
88.MM8092	STIHL TS400 CHOP SAW	160890698
88.MM8093	STIHL TS420 14" CONCRETE CUT OFF SAW	184754215
88.MM8094	PREDATOR 4000 GENERATOR	370151708
88.MM8095	MQ WHISPERWATT PULL BEHIND GENERATOR	3767210
88.MM8097	CHAMPION GENERATOR	15JUN2700161
88.MM8098	CHAMPION GENERATOR	15JUN2700158
88.MM8100	HONDA EU1000I GENERATOR	EZGA-1212161
88.MM8102	HONDA EU1000 GENERATOR	EZGA-1150513
88.MM8103	HONDA EU1000 GENERATOR	EZGA-1151496
88.MM8104	HONDA 3800 GENERATOR	1017118
88.MM8105	HONDA EB 3500X GENERATOR	3154229
88.MM8106	HONDA EG3800 XA GENERATOR	1011875
88.MM8107	HONDA EB3800 GENERATOR	1006811
88.MM8108	HUSKY 5000W GENERATOR	CHM1520360
88.MM8109	HUSKY 5000W GENERATOR	1412364
88.MM8110	HONDA GENERATOR	4765119
88.MM8112	HONDA EU2000 GENERATOR	EAAJ-1863405
88.MM8114	HUSKY 5000W GENERATOR	CHM1520388
88.MM8115	ALL POWER 6000W GENERATOR	38008W161612
88.MM8116	MULTI-QUIP GA 2.5H GENERATOR	5559742
88.MM8117	MULTI-QUIP GA 2.5H GENERATOR	5559738
88.MM8118	HONDA GENERATOR	GC04-804923
88.MM8120	INGERSOLL-RAND GENERATOR	60008081 UA01
88.MM8121	INGERSOLL-RAND GSH GENERATOR	90124672 UA01
88.MM8122	MULTI-QUIP 2500 GENERATOR	5620293
88.MM8124	MULTI-QUIP 2500 WATT GENERATOR	5559742
88.MM8125	MULTI-QUIP 2500 WATT GENERATOR	5559825
88.MM8127	HONDA EB3500X GENERATOR	3150924
88.MM8128	UNITED POWER 5500 WATT GENERATOR	
88.MM8129	HONDA EB3500 GENERATOR	3161999
88.MM8130	ALL POWER 6000 WATT ELECTRIC GENERATOR	39008X230443
88.MM8131	GENERATOR, 1700 WATT INVERTER	8004350
88.MM8132	GENERATOR, 1700 WATT INVERTER	8004368
88.MM8134	HONDA GENERATOR EU1000I	EZGA-1255899
88.MM8135	HONDA GENERATOR	EZGA-1255813
88.MM8136	HONDA GENERATOR	EAAJ2546560
88.MM8137	HUSKY GENERATOR 5000	1411672
88.MM8138	HUSKY GENERATOR 5000	1399102
88.MM8139	PREDATOR 4000 GENERATOR	370151416
88.MM8140	PREDATOR 8750 GENERATOR	T57A14100048979
88.MM8141	MQ POWER GENERATOR GA-2.5HR	3739265
88.MM8142	6500 WATT PREDATOR GENERATOR	A1410000124
88.MM8143	6500 WATT PREDATOR GENERATOR	A1410000003
88.MM8144	6500 WATT PREDATOR GENERATOR	A1410000123
88.MM8145	6500 WATT PREDATOR GENERATOR	A1410000136
88.MM8146	TROY-BILT GENERATOR	1019472937

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88.MM8147	GENERAC GENERATOR	3001440272
88.MM8148	HONDA EG5000CL GENERATOR	GCBDDT-1414375
88.MM8149	PREDATOR 6500 GENERATOR	T6100016099021984
88.MM8150	PREDATOR 2000 INVERTER/GENERATOR	A1702002774 - 370141707
88.MM8151	1 1/2 PACIFIC HYDROSTAR WATER PUMP	98013
88.MM8152	1 1/2 SUBMERSIBLE WATER PUMP	D10268
88.MM8153	THOMPSON 6V 800 WATER PUMP	4045D
88.MM8155	1 1/2 SUBMERSIBLE WATER PUMP	423942
88.MM8156	MULTIQUIP 3" WATER PUMP	JTH-16405
88.MM8157	MULTIQUIP 3" WATER PUMP	JTH-16406
88.MM8158	1 1/2 SPA SUBMERSIBLE WATER PUMP	D10019
88.MM8159	2" NORTH STAR HDGH PRESSURE WATER PUMP	GC 02-721576
88.MM8160	WACKER 3" WATER PUMP	5451034
88.MM8161	1 1/2 SUBMERSIBLE WARREN WATER PUMP	562630
88.MM8162	MULTIQUIP ST2005CUL 2" SUBMERSIBLE WATER PUMP	J66152
88.MM8164	1 1/2 PACIFIC HYDROSTAR WATER PUMP	152 P4PL09D18655
88.MM8165	WACKER 4" WATER PUMP	5469971
88.MM8166	STIHL ROCK BOSS CONCRETE CHAIN SAW	187963142
88.MM8168	MULTIQUIP 2" WATER PUMP	3429
88.MM8169	6" THOMPSON PUMP	1T9P811212BP634031
88.MM8170	PREDATOR 6500 GENERATOR	T6100018060123814
88.MM8181	CAST POWER CP4500 WATT GENERATOR SET	1502303829
88.MM8183	CAT 1500HP GENERATOR	SYC01343
88.MM8184	YAMAHA EF2600 GENERATOR	7C20201583
88.MM8185	GENERAC IQ3000 INVERTER/GENERATOR	3001400279
88.MM8186	YAMAHA EF26 GENERATOR	7C2-0203377
88.MM8187	PREDATOR 2000 INVERTER/GENERATOR	A1712100569-370141752
88.MM8188	YAMAHA EF2600 GENERATOR	7C2-0204121
88.MM8189	YAMAHA EF2600 GENERATOR	7C2-0204124
88.MM8190	YAMAHA 2" TRASH PUMP	Q9C9-0200150
88.MM8191	YAMAHA EF2600 GENERATOR	7C2-0203188
88.MM8192	YAMAHA EF5500D 5.5KW GENERATOR	0242266
88.MM8193	YAMAHA EF5500D 5.5KW GENERATOR	0242322
88.MM8194	2019 PREDATOR 2000 WATT INVERTOR GENERATOR	A1808014020
88.MM8197	STIHL BG50 LEAF BLOWER	505470584
88.MM8198	HOTSY PRESSURE WASHER	11105330-164276
88.MM8199	HUSQVARNA PW3200 PRESSURE WASHER	1023373347
88.MM8200	HUSQVARNA 3100 PRESSURE WASHER	1021427737
88.MM8201	STIHL BR550 BLOWER	274109351
88.MM8202	STIHL BG86 BLOWER	282723347
88.MM8203	STIHL BR550 BLOWER	267210687
88.MM8204	TROY-BILT BLOWER	104662
88.MM8205	STIHL BACKPACK BLOWER	292669729
88.MM8206	BR600 BACKPACK BLOWER	299157481
88.MM8207	STIHL BR600 BACKPACK BLOWER	502124703
88.MM8208	STIHL BR600 BACKPACK BLOWER	504727759
88.MM8209	STIHL BACKPACK BLOWER	275204414
88.MM8210	REDMAX LEAF BLOWER	20162001007
88.MM8211	MILLER TRAILBLAZER 301G WELDER	67369
88.MM8212	MILLER 1250 HYPERHEM POWERMAX 150 WELDER	1250-008314
88.MM8213	MILLERMATIC 251 MIG WELDER	LC 46408
88.MM8214	TRAILBLAZER 302 WELDER	LH 160111Q
88.MM8215	MILLER 302 TRAILBLAZER WELDER	LH 470036Q
88.MM8216	MILLER 302 TRAILBLAZER WELDER	LH 113178 STR907
88.MM8217	MILLER 302 TRAILBLAZER WELDER	LH 180137Q
88.MM8218	MILLER 302 TRAILBLAZER WELDER	LH 420120Q
88.MM8219	MILLER BOBCAT 225 WELDER	LG 028735
88.MM8220	MILLER SUITCASE XTREME 12VS WELDER	LH 400243V
88.MM8221	MILLER SUITCASE XTREME WELDER	LH 400266V
88.MM8222	MILLER SUITCASE 12VS WELDER	LE 318337
88.MM8223	LINCOLN VANTAGE 500 WELDER	U1141001215
88.MM8224	MILLER WILDCAT 200 WELDER	LK180025R
88.MM8225	MILLER X-TREME SUITCASE WELDER	MG123010V
88.MM8226	LINCOLN BULLDOG 5500 WELDER	U1170301381
88.MM8227	LINCOLN BULLDOG 5500 WELDER	U1170301381
88.MM8228	MILLER BIG BLUE 500D WELDER ON TRAILER	LJ420043E
88.MM8230	BOSCH ELECTRIC JACK HAMMER	
88.MM8231	J-AIR COMPRESSOR	03280626
88.MM8232	INGERSOLL-RAND 185 AIR COMPRESSOR	176359U89329
88.MM8233	SULLAIR 375 AIR COMPRESSOR	904-133589
88.MM8234	ATLAS COPCO 175 AIR COMPRESSOR	
88.MM8235	INGERSOLL-RAND 250 AIR COMPRESSOR	
88.MM8236	ATLAS COPCO 185 AIR COMP	HOL 6030
88.MM8237	EMGLO AIR COMPRESSOR W/ GX630 HONDA ENGINE	D093004020
88.MM8240	STIHL BR600 BACKPACK BLOWER	513209180
88.MM8251	CONCRETE VIBRATOR	
88.MM8252	CONCRETE VIBRATOR	
88.MM8253	CONCRETE VIBRATOR	
88.MM8254	CONCRETE VIBRATOR	
88.MM8255	CONCRETE VIBRATOR	
88.MM8256	CONCRETE VIBRATOR	
88.MM8257	CONCRETE VIBRATOR	
88.MM8258	CONCRETE VIBRATOR	
88.MM8259	WACKER FLATE COMPACTOR	30101096
88.MM8260	MULTIQUIP PLATE COMPACTOR	1589

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88.MM8261	INGERSOLL-RAND PLATE COMPACTOR	TG1576
88.MM8262	MIKASA P180 PLATE COMPACTOR	
88.MM8263	MIKASA PLATE COMPACTOR	
88.MM8265	INGERSOLL-RAND PLATE COMPACTOR	
88.MM8266	MIKASA TAMPER PLATE COMPACTOR	
88.MM8267	MIKASA SANGYO SKID COMPACTOR	J 8313
88.MM8268	WACKER SKID COMPACTOR	6520530
88.MM8269	WACKER TAMPER	5465157
88.MM8271	WACKER BFS202DAS FLOOR SAW	5848732
88.MM8272	HUSQVARNA FLOOR SAW	02100010209
88.MM8273	TAMP VIBRATOR PLATE	167011203
88.MM8274	WACKER PLATE COMPACTOR	6657615
88.MM8275	STONE RAMMER (JUMPIN JACK)	172005411
88.MM8276	ALITEC CP24AT PLANER	66018
88.MM8277	CAT PC204	
88.MM8278	MILLING HEAD SKID STEER ATTACHMENT	RBG 00208
88.MM8279	MILLING HEAD SKID STEER ATTACHMENT	3902980404
88.MM8280	MILLING HEAD SKID STEER ATTACHMENT	RDG 00116
88.MM8281	EZ DRILL	S2994
88.MM8282	MILLING HEAD SKID STEER ATTACHMENT	RBG 00208
88.MM8283	CAT PC306B MILLING HEAD	PCT01736
88.MM8284	VERMEER V-450 TRENCHER PORTABLE	16647
88.MM8285	VERMEER 1250 WOOD CHIPPER	
88.MM8286	INGERSOLL RAND PLATE COMPACTOR	TG1582
88.MM8288	MULTIQUIP SKID PLATE	Y3235
88.MM8289	MUSTANG PLATE COMPACTOR	T0560016110020790
88.MM8290	MUSTANG PLATE COMPACTOR	T0560016110020811
88.MM8291	MUSTANG PLATE COMPACTOR	T0560016110020802
88.MM8292	MUSTANG PLATE COMPACTOR	T0560016110020860
88.MM8293	WACKER PLATE COMPACTOR	6712483
88.MM8294	MULTIQUIP PLATE COMPACTOR	D-4072
88.MM8295	MULTIQUIP PLATE COMPACTOR	B-1132
88.MM8296	BOMAG BT65 JUMPING JACK (WILSON STOCK # JJ5198)	101541315198
88.MM8297	2015 BOMAG BOMAG BT65 JUMPING JACK	101541315197
88.MM8298	WACKER PDT3A "MUD PUMP" WATER PUMP	24523336
88.MM8300	HUSQVARNA FLOOR SAW	001301389002
88.MM8301	HUSQVARNA FLOOR SAW	001300986001
88.MM8302	HUSQVARNA GX4200 SOFF CUT SAW	002010900001
88.MM8303	HUSQVARNA FLOOR SAW	
88.MM8313	TOPCON PIPE LASER	VF1096
88.MM8314	TOPCON PIPE LASER	VF1242
88.MM8315	TYPE 150	33866
88.MM8316	LASER LB-10	4900-9592
88.MM8317	SPECTRA TRIMBLE PRECISION	23031
88.MM8318	TRIMBLE SPECTRA PRECISION PIPE LASER	22612
88.MM8319	TRIMBLE PRECISION PIPE LASER	24331
88.MM8320	TRIMBLE DG711 PIPE LASER	26257
88.MM8321	SPECTRA DG711 PIPE LASER	31992
88.MM8322	SPECTRA PRECISION PIPE LASER	32473
88.MM8323	SPECTRA ROTATING LASER	
88.MM8324	SPECTRA ROTATING LASER	
88.MM8325	TOPCON TP-LS GREEN BEAM PIPE LASER	RW0957
88.MM8326	SPECTRA LL300S ROTATING LASER LEVEL	18201858
88.MM8336	KENCO BARRIER WALL TONGS	SF05051707-A-9
88.MM8337	KENCO BARRIER WALL TONGS	SF19121712A9
88.MM8338	KENCO 32" PIPE TONGS	SF11091917
88.MM8339	KENCO BARRIER WALL TONG	SF59120617
88.MM8340	KENCO BARRIER WALL TONG	SF60121317
88.MM8341	TRIMBLE M5750	
88.MM8342	TRIMBLE M5750	
88.MM8343	GPS M5750 CONTROLLER	
88.MM8344	TRIMBLE SITE TABLET	TR-SPS930152200
88.MM8357	GPS TSC2 CONTROLLER	
88.MM8359	GPS CONTROLLER SSC25A6665 (SS25A17794 SC11.32)	
88.MM8360	TSURUMI 3" SUBMERSIBLE WATER PUMP	47562991118
88.MM8361	YAMAHA EF2600 GENERATOR	7C2-0204232
88.MM8362	STIHL TS420 CONCRETE SAW	42383510501
88.MM8433	TOPCAN BLAWKNOX PAVER ELECTRONICS	
88.MM8434	TOPCON 5500V SYST V2 TRACKER	10320570/13020563
88.MM8435	BERGER TRANSIT LEVEL	300OP-0214
88.MM8464	TRIMBLE SITEVISION	
88.MM8468	CAT PC306B MILLING HEAD	PCT00450
88.MM8469	CAT PC305B MILLING HEAD	HFP00858
88.MM8470	CAT PC305B MILLING HEAD	HFP00861
88.MM8471	BROOM SKID STEER ATTACHMENT	139257
88.MM8472	BROOM SKID STEER ATTACHMENT	AZN02792
88.MM8473	BROOM SKID STEER ATTACHMENT	DBP00675
88.MM8474	BROOM SKID STEER ATTACHMENT	AZN01627
88.MM8475	BROOM SKID STEER ATTACHMENT	ACE00828
88.MM8476	BROOM SKID STEER ATTACHMENT	FX802254
88.MM8481	TRENCHER SKID STEER ATTACHMENT	IAJ 9154
88.MM8482	TRENCHER SKID STEER ATTACHMENT	IAJ 00801
88.MM8483	TRENCHER SKID STEER ATTACHMENT	IAJ 1449
88.MM8484	TRENCHER SKID STEER ATTACHMENT	IAJ02089
88.MM8486	BRUSH SKID STEER ATTACHMENT	PRSS2G000268

EM Equipment

88.MM8487	BLADE SKID STEER ATTACHMENT	PRSSDB001400
88.MM8488	ROCK SKID STEER ATTACHMENT	ADP00595
88.MM8489	ROCK LOFTNESS SKID STEER ATTACHMENT	64-5-89
88.MM8490	LODGERING SKID STEER ATTACHMENT	901B
88.MM8491	FORK SKID STEER ATTACHMENT	RCW 19399
88.MM8492	SKID STEER FORKS	
88.MM8493	BURCHLAND MATERIAL ROLLER (SKID STEER ATTACHMENT)	0707029
88.MM8495	DAVID WHITE TRANSIT LEVEL	B159747
88.MM8496	DAVID WHITE TRANSIT LEVEL	18656
88.MM8497	DAVID WHITE TRANSIT LEVEL	A 502121
88.MM8498	DAVID WHITE TRANSIT LEVEL	A57863
88.MM8499	DAVID WHITE TRANSIT LEVEL	0804
88.MM8500	DAVID WHITE TRANSIT	816043
88.MM8501	DAVID WHITE LITE-30LP TRANSIT	814017
88.MM8502	SPECTRA AL24M AUTO LEVEL	886782
88.MM8511	CLEMCO ABRASIVE BLAST MACHINE	19480
88.MM8514	IR BALLOON LIGHT	123391-UB62
88.MM8515	IR BALLOON LIGHTS	129213UB62
88.MM8516	IR BALLOON LIGHT	123387
88.MM8517	AIR STAR BALLOON LIGHT	0CR08562
88.MM8518	IR BALLOON LIGHT	129197-UB62
88.MM8519	Hydra Power Core Drill Mounted on Home Made Trailer	1269760
88.MM8530	IT28 FORKS 72"	CL0605
88.MM8531	IT 24 LOADER FORKS	
88.MM8532	IT 28 LOADER FORKS	C00383
88.MM8533	IT 28 LOADER FORKS	76021-1
88.MM8534	IT 28 LOADER FORKS	77142-01
88.MM8535	IT FORKS	RCW 12391
88.MM8536	IT FORKS	RCW14475
88.MM8546	LANDPRIDE DRAG BOX	1043661
88.MM8547	REYNOLDS LS14 DRAG BOX	35632
88.MM8548	Cut Quick 14" Stihl (Quick Saw)	173773530
88.MM8549	Cut Quick 14" Stihl (Quick Saw)	173773516
88.MM8550	Cut Quick 14" Stihl (Quick Saw)	173773536
88.MM8551	CUTQUIK 14" STIHL SAW TS420	176153339
88.MM8552	STIHL 14" CUTQUIK SAW	177781700
88.MM8553	MASTER 75K BTU DIESEL FORCED AIR HEATER	141053963
88.MM8554	MASTER 75K BTU DIESEL FORCED AIR HEATER	141010731
88.MM8555	MASTER 75K BTU DIESEL FORCED AIR HEATER	141010708
88.MM8556	MASTER 75K BTU DIESEL FORCED AIR HEATER	141053960
88.MM8557	MASTER 75K BTU DIESEL FORCED AIR HEATER	141010600
88.MM8558	MASTER 75K BTU DIESEL FORCED AIR HEATER	141024769
88.MM8559	MASTER 75K BTU DIESEL FORCED AIR HEATER	141055945
88.MM8560	MASTER 75K BTU DIESEL FORCED AIR HEATER	141054002
88.MM8561	MASTER 75K BTU DIESEL FORCED AIR HEATER	141024871
88.MM8562	MASTER 75K BTU DIESEL FORCED AIR HEATER	141024639
88.MM8563	MASTER 75K BTU DIESEL FORCED AIR HEATER	1410246736
88.MM8564	MASTER 75K BTU DIESEL FORCED AIR HEATER	141054003
88.MM8565	MASTER 75K BTU DIESEL FORCED AIR HEATER	141023996
88.MM8566	MASTER 75K BTU DIESEL FORCED AIR HEATER	141015842
88.MM8567	MASTER 75K BTU DIESEL FORCED AIR HEATER	141015840
88.MM8568	MASTER 75K BTU DIESEL FORCED AIR HEATER	141083356
88.MM8571	MASTER 75K BTU DIESEL FORCED AIR HEATER	141080723
88.MM8572	MASTER 75K BTU DIESEL FORCED AIR HEATER	160502669
88.MM8573	MASTER 75K BTU DIESEL FORCED AIR HEATER	160701585
88.MM8574	MASTER 75K BTU DIESEL FORCED AIR HEATER	160700198
88.MM8575	MASTER 75K BTU DIESEL FORCED AIR HEATER	160701487
88.MM8576	MASTER 75K BTU DIESEL FORCED AIR HEATER	160701539
88.MM8577	MR. HEATER MH18B PROPANE RADIANT HEATER	EC-74870-16006739
88.MM8578	MR. HEATER MH18B PROPANE RADIANT HEATER	EC-74870-16016333
88.MM8579	MR. HEATER MH18B PROPANE RADIANT HEATER	EC-74815-16004928
88.MM8580	MR. HEATER MH18B PROPANE RADIANT HEATER	EC-74815-16008962
88.MM8581	DEWALT 190,000 BTU DIESEL TORPEDO HEATER	15001075
88.MM8582	DEWALT 190,000 BTU DIESEL TORPEDO HEATER	15003224
88.MM8583	DEWALT 190,000 BTU DIESEL TORPEDO HEATER	15002433
88.MM8584	DEWALT KEROSENE HEATER	17002448
88.MM8585	DEWALT KEROSENE HEATER	17001777
88.MM8586	DEWALT HEATER	15003344
88.MM8587	STIHL 14" QUICKIE CONCRETE SAW	185161026
88.MM8588	WACKER PT2A 2" TRASH WATER PUMP	24443790
88.MM8589	WACKER PT3A 3" TRASH PUMP	24441565
88.MM8590	TSURUMI 2" SUBMERSIBLE PUMP W/ FLOAT- ELECTRIC	18593089633
88.MM8591	WACKER 3" WATER PUMP	24441565
88.MM8592	TITAN GAS POWERED POST DRIVER	
88.MM8593	MULTIQUIP MVH128GH REVERSIBLE PLATE COMPACTOR	B1151
88.MM8600	MANHOLE VENTILATOR & RETRACTABLE LIFELINE	LINE/GFP156859-BLOWER/278283
88.MM8601	KENCO BARRIER WALL TONG 30,000LB CAPACITY	SP11041819
88.MM8602	KENCO BARRIER WALL TONG 30,000LB CAPACITY	5188101909
88.MM8610	WATER METER	34047661
88.PB7901	MCPHERSON M40F PIT BURNER-2003	0503430
88.PB8901	PIT BURNER	
88.PL8925	TOPCON TPLAGV	VF0442
88.PL8926	TOPCON TP-L5 GREEN BEAM PIPE LASER	RU0911
88.PL8930	TOPCON PIPE LASER TPLAGV	VF1251
88.PL8931	TOPCON TP-L4GC PIPE LASER	VF1704

EM Equipment

88.PL8936	AGTEC GRADE LASER	0532
88.RL8103	RAMMAX P3HMR ROLLER	330857
88.RL8148	WACKER TRENCH ROLLER	5645229
88.SB7901	FINN B260TD STRAW BLOWER-1999	2755RB
88.SB8901	FINN B70 BALE STRAW BLOWER	SD2953
88.SP6001	5300 BTU PRESSURE WASHER	03070177
88.SE104	DIAMON CORE SAW MOUNTED ON TK	1301248
88.SE6930	TRIMBLE GPS MACHINE	3417011SM
88.SE6931	TRIMBLE TSC7 GPS	DAD181101018
88.TB8601	KUNDEL 6' X 10' MAN HOLE TRENCH BOX	6528
88.TB8602	KUNDEL 8'X10' MAN HOLE TRENCH BOX	12666
88.TB8603	KUNDEL 8' X 10' TRENCH BOX	15823
88.TB8604	KUNDEL 7' TRENCH SHORING SYSTEM	N/A
88.TB8605	GME 4L88 8' X 9' TRENCH BOX	M01063151-2
88.TB8606	GME 8M824 8' X 24' TRENCH BOX	T0103551-2
88.TB8607	GME 8M824 8' X 24' TRENCH BOX	T0103552-2
88.TB8608	GME 8M824 8' X 24' TRENCH BOX	T0103548-2
88.TB8609	GME 8M824 8' X 24' TRENCH BOX	T0103550-2
88.TB8610	GME 8M824 8' X 24' TRENCH BOX	T0103553-2
88.TB8611	GME 8M824 8' X 24' TRENCH BOX	T0103554-2
88.TB8612	GME 8M824 4' X 24' TRENCH BOX EXTENSION	T0103555-2-1
88.TB8613	GME 8M824 4' X 24' TRENCH BOX EXTENSION	T0103555-2
88.TB8614	6' X 16' TRENCH BOX	N/A
88.TB8615	6' X 16' TRENCH BOX	N/A
88.TB8616	8' X 16' TRENCH BOX	N/A
88.TB8617	8' X 16' TRENCH BOX	21867
88.TB8620	4' X 20' TRENCH BOX	21137
88.TB8621	10' X 12' TRENCH BOX	18697
88.TB8622	10' X 12' TRENCH BOX	21631
88.TB8623	8' X 20' TRENCH BOX	19425
88.TR8850	MOBILE OFFICE TRAILER	98-321
88.TR8851	MOBILE OFFICE TRAILER	153711
88.TR8856	STORAGE CONTAINER / OFFICE	GWCU256591
88.TR8861	8 X 10 STORAGE CONTAINER	
88.TR8863	STORAGE CONTAINER	ACLJ2118408
88.TR8866	8 X 10 STORAGE CONTAINER	WSDU4013650
88.TR8867	8 X 10 STORAGE CONTAINER	
88.TR8868	STORAGE CONTAINER	PWCI1727-1888
88.TR8871	STORAGE CONTAINER (LONDON SHOP)	
88.TR8872	STORAGE CONTAINER (LONDON SHOP)	
88.TR8873	40' STORAGE POD	
88.TR8874	STORAGE CONTAINER	DS10R251009
88.TR8875	STORAGE CONTAINER	KKTU-768131
88.TR8876	STORAGE CONTAINER	KKTU-713500
88.TR8877	STORAGE CONTAINER	PW47296
88.TR8878	STORAGE CONTAINER	PWD2041
88.TR8879	STORAGE CONTAINER	PW200470
88.TR8880	STORAGE CONTAINER	PW26215
88.TR8881	STORAGE CONTAINER	MAEU2307821
88.TR8882	8' X 20' STORAGE POD	UGMTU8612384
88.TR8883	8' X 20' STORAGE POD	SFWUS1621MR027423
88.TR8884	8' X 10' STORAGE CONTAINER	**
88.TR8885	8' X 10' STORAGE CONTAINER	ANYU110214
88.TR8886	8' X 10' STORAGE CONTAINER	
88.TR8887	8 X 16 STORAGE POD	UGMU8590515
88.WB8960	CONCRETE FLOOR SAW	
88.WP7919	(ON HILL DOWN) GR 16C2-F4L912 WATER PUMP	1156063
88.WP8919	THOMPSON 6V 880 WATER PUMP 6"	4845D
88.WP8928	GORMAN RUPP 6" WATER PUMP	1424063
88.WP8929	GODWIN CD150M 6" WATER PUMP	18646494/03
88.WT6303	WATER TANK FOR TRUCK	
88.WT6304	WATER TANK FOR TRUCK 4000 GA	
88.WT6305	WATER TANK FOR JK8305	1422
88.WT6306	WATER TANK 3500 GAL	
88.WT6307	WATER TANK 3500 GAL	
88.WT6308	WATER TANK 3500 GAL	
88.WT6309	WATER TANK 3500 GAL	
88.WT8720	WASTE OIL TANK 1000 GAL	
90.FT6800	100 GAL BULK FUEL TANK	
90.FT6801	100 GAL BULK FUEL TANK	
90.FT6802	100 GAL BULK FUEL TANK	
90.FT6803	100 GAL BULK FUEL TANK	
90.FT6804	100 GAL BULK FUEL TANK	
90.FT6805	100 GAL BULK FUEL TANK	
90.FT6806	100 GAL BULK FUEL TANK	
90.FT6807	100 GAL BULK FUEL TANK	
90.FT6808	100 GAL BULK FUEL TANK	
90.FT6809	100 GAL BULK FUEL TANK	
90.FT6810	100 GAL BULK FUEL TANK	
90.FT6811	100 GAL BULK FUEL TANK	
90.FT6812	100 GAL BULK FUEL TANK	
90.FT6813	100 GAL BULK FUEL TANK	
90.FT6814	100 GAL BULK FUEL TANK	
90.FT6815	100 GAL BULK FUEL TANK	
90.FT6816	100 GAL BULK FUEL TANK	

EM Equipment

90.FT6817	100 GAL BULK FUEL TANK	
90.FT6818	100 GAL BULK FUEL TANK	
90.FT6819	100 GAL BULK FUEL TANK	
90.FT6820	100 GAL BULK FUEL TANK	
90.FT6821	100 GAL BULK FUEL TANK	
90.FT6822	100 GAL BULK FUEL TANK	
90.FT6823	100 GAL BULK FUEL TANK	
90.FT8700	FUEL TANK OFF ROAD	
90.FT8704	FUEL TANK OFF ROAD DIESEL	
90.FT8705	FUEL TANK OFF ROAD	
90.FT8708	FUEL TANK OFF ROAD DIESEL	
90.FT8709	FUEL TANK ON ROAD DIESEL	
90.FT8710	FUEL TANK GASOLINE	
90.FT8711	PITTSBURG FUEL TANK OFF ROAD DIESEL	TANK# 1 VERTICAL
90.FT8712	JASPER FUEL TANK OFF ROAD DIESEL	12,00 GAL. TANK
90.FT8713	SOMERSET FUEL TANK OFF ROAD DIESEL	10,000 GAL. TANK
90.GB1001	PETRO TOWER GASBOY FUEL SYSTEM	GASBOY
91.HLDG1	OLD FRANKFORT PIKE BLDG - LAB	
91.HLDG2	2051 ENTERPRISE CIRCLE - SHOP	
91.HLDG3	BUILDING IMPROVEMENTS - LAB	
91.HLDG4	2016 SOUTHER SHOP CAPITALIZATION	
91.HLDG5	SOUTHERN SHOP ROOF/CONC SLAB	
91.HLDG6	JASPER BUILDING 1	
91.HLDG7	JASPER BUILDING 2	
91.HLDG8	JASPER BUILDING 3	
91.ZZ0129	MARK LINE MODEL 1265	
91.ZZ0137	NCAT ASPHALT FURNACE	
98.CMP1	COMPUTER SOFTWARE	
98.CMP2	COMPUTER EQUIPMENT	
98.IMPF01	LAB IMPROVEMENTS	
98.OE1	OFFICE EQUIPMENT-COMPUTERS	
98.OE10	4 DELL OPTIPLEX 330 COMPUTERS	
98.OE11	COMPUTER	
98.OE12	COMPUTER	
98.OE13	COMPUTER	
98.OE14	COMPUTER	
98.OE15	COPIER- ENGINEERING ROOM	
98.OE17	2017 CANNON COPIER - ENGINEERING ROOM	
98.OE2	HEAVY BID ADVANCED-SOFTWARE	
98.OE3	DELL PRECISION M6300	
98.OE4	LAPTOP COMPUTERS	
98.OE5	COMPUTER	
98.OE6	3D SOFTWARE	
98.OE7	COPIER	
98.OE8	COMPUTERS	
98.OE9	COMPUTER	
98.OF1	CONF. TABLE, SOFA, CHAIRS	
98.OF2	DRAFTING TABLE, CABINET	
98.OF3	OFFICE FURNITURE	
99.ALLEN	PARTS AND FUEL FOR ALLEN CO EQUIPMENT	
99.ATS	Shop Rebuild	
99.ATS.CA	ATS CORP ASSET	
99.BIZ	BIZZACK EQUIPMENT	
99.EX9901	RENTAL CAT 308 EXCAVATOR	FIX08669
99.EX9902	RENTAL CAT 305 EXCAVATOR	H5M00873
99.LT6095	2013 CHEVROLET SILVERADO - SHON HAMPTON	1GCRKTE74DZ186233
99.MM9100	CAT 725KW Generator-Williamsburg Plant	3H3C3928267T360581
99.MM9101	CAT 1250KW GENSET AND TRAILER - GENERATOR	24Z05885
99.PV1054	HAROLD BARGO TAHOE	
99.PV1124	HAROLD R. LINDON III #4234	PERSONAL VEHICLE
99.PV3575	LARRY T. YOUNG #16511	PERSONAL VEHICLE
99.PV3932	TERRY W. CURTIS #11335	PERSONAL VEHICLE IC6RD7FP(CS298244
99.PV3977	TERRY L. WEBER #9768	PERSONAL VEHICLE
99.PV4260	KEITH COLLINS #11334	PERSONAL VEHICLE
99.PV5254	JOSEPH MULLINS #13993	PERSONAL VEHICLE
99.PV6161	EDDIE DUNN #3162	PERSONAL VEHICLE
99.PV6265	ADAM LAWSON	PERSONAL VEHICLE
99.PV6266	STEVE LAWSON	PERSONAL VEHICLE
99.PV6325	PHILLIP CLARK #10751	PERSONAL VEHICLE
99.PV6981	WILLIAM GLOVER #9130	PERSONAL VEHICLE
99.PV7223	JOSHUA A. BOWLDS #8592	PERSONAL VEHICLE
99.PV7746	STEVE LITTLETON #14088	PERSONAL VEHICLE
99.PV7937	SAMMY LEE #11497	PERSONAL VEHICLE
99.PV8657	JAMES FAULKNER #13275	PERSONAL VEHICLE
99.PV8668	BILLY JOEL HAWKINS #15059	PERSONAL VEHICLE
99.PV8842	AARON TY LITTLETON #10425	PERSONAL VEHICLE
99.PV9557	GREGORY SCOTT #14950	PERSONAL VEHICLE
99.PV9558	MICHAEL WISDOM	PERSONAL VEHICLE
99.PV9559	JOHN KELTNER	PERSONAL VEHICLE
99.RE0001	RENTAL-ATS- CAT CS56B ROLLER	S5601335
99.RE0002	RENTAL ATS- CAT 289D	
99.RE0003	RENTAL ATS-259D	
99.RE0013	RENTAL-ATS- CAT 279 SKID STEER	GTL05810
99.RE0014	RENTAL-ATS-CAT 259 SKID STEER	FTL17369
99.RE0015	RENTAL-ATS-CAT 308 EXCAVATOR	FIX08472

EM Equipment

99.RE0016	RENTAL-ATS-CAT 259 SKID STEER	CW904463
99.RE0017	RENTAL-ATS-CAT 289 SKID STEER	TAW04630
99.RE0018	RENTAL-ATS-CAT 289 SKID STEER	TAW12558
99.RE0019	RENTAL-ATS-CAT 289 SKID STEER	TAW10055
99.RE0020	RENTAL-ATS-CAT 226 SKID STEER	HRD003348
99.RE0021	RENTAL-ATS-CAT 305 EXCAVATOR	H5M04038
99.RE0022	RENTAL-ATS-CAT 226 SKID STEER	HRD04178
99.RE0023	RENTAL-ATS-CAT 279 SKID STEER	GTL06680
99.RE0024	RENTAL-ATS-HAMM H112 ROLLER	H2351413
99.RE0038	RENTAL-ATS-LITE PLANT	1240PR02V12
99.RE0042	RENTAL- ATS- CAT CH13 ROLLER	FWP00349
99.RE0044	RENTAL- ATS CAT CB54 ROLLER	JLM00803
99.RE0045	RENTAL-ATS CAT CB54 ROLLER	P8P00388
99.RE0046	RENTAL-ATS CAT 246 SKID STEER	KC61081
99.RE0047	RENTAL-ATS LITEPLANT	1593PR0214
99.RE0048	RENTAL- ATS CAT 289D SKID STEER	TAW108867
99.RE0052	RENTAL- ATS CAT TL1055D TELEHANDLER	ML500496
99.RE0053	K AND K ELGIN BROOM SWEEPER TRUCK	IFVACXD799HAG5889 / J3195D
99.RE0054	RENTAL-ATS- CAT CS64B ROLLER W/GPS	CS600203
99.RE0055	RENTAL-ATS-CAT 279 SKIDSTEER	RB901614
99.RE0056	RENTAL-ATS-CAT 279 SKIDSTEER	RB901614
99.RE0057	RENTAL-ATS-CAT 289 SKIDSTEER	TAW07494
99.RE0059	RENTAL-ATS-CAT 308 MINI EXCAVATOR W/THUMB	FX13506
99.RE0060	RENTAL- CAT 259 SKID STEER	FTL12152
99.RE0061	RENTAL- CAT 236 SKID STEER	KXCL01429
99.RE0063	RENTAL - CAT CB10 ASPHALT ROLLER	P8P00388
99.RE0064	RENTAL - CAT 279 SKID STEER	RB902594
99.RE0065	RENTAL - FREIGHTLINER VAC TRUCK	
99.RE0067	RENTAL - CAT 279 SKID STEER	GTL06945
99.RE0068	RENTAL - BOMAG BMP4500 TRENCH ROLLER	101720125079
99.RE0069	RENTAL-ATS-CAT 242 SKID STEER	DZT04938
99.RE0070	RENTAL-ATS-CAT 259 SKID STEER	FTL12324
99.RE0071	RPO-VOGELE 2003-3I	975.01
99.RE0073	RPO-VOGELE 2003-3I (SOUTH)	975.01
99.RE0074	RPO-VOGELE 1700-3I (RFOOT)	19820203
99.RE0075	RENTAL-ATS-BROCE BROOM	411243
99.RE0076	CAT 420F2 BACKHOE	HWD03093
99.RE0077	CAT D3 XL DOZER	KP202359
99.RE0078	CAT D3 XL DOZER	KF207139
99.RENTAL	ATS RENTED EQUIPMENT	
99.RL9901	RENTAL CAT CS56 ROLLER W/GPS	L8H00746
99.RL9902	RENTAL CAT CB54 ROLLER	JLM00803
99.RL9903	RENTAL CAT CB54 ROLLER	RJN00339
99.RL9904	RENTAL HAMM H12 ROLLER	H2351413
99.SK9901	RENTAL CAT 259 SKID STEER	FTL17369
99.SK9902	RENTAL CAT 259 SKID STEER	CW904463
99.SK9903	RENTAL CAT 289 SKID STEER	TAW04630
99.SK9904	RENTAL CAT 289 SKID STEER	TAW05346
99.SK9905	RENTAL CAT 259 SKID STEER	FTL16034
99.SK9906	RENTAL CAT 289 SKID STEER	TAW06758
99.SK9907	RENTAL CAT 226 SKID STEER	HRD02690
99.SK9908	RENTAL CAT 226 SKID STEER	HRD04178
99.SK9909	RENTAL CAT 279 SKID STEER	GTL06680
RM.COVPMT	RM COVENANT PMTS	
RM.GOOD	RM GOODWILL	
RM.QDEVEL	RM QUARRY DEVELOPMENT	



Andy Beshear
Governor

Commonwealth of Kentucky
Finance and Administration Cabinet
OFFICE OF EEO AND CONTRACT COMPLIANCE
Room 395, Capitol Annex
702 Capital Avenue
Frankfort, Kentucky 40601
(502) 564-2874
Fax (502) 564-1055

Holly M. Johnson
Secretary

Yvette M. Smith
Executive Director

August 23, 2021

ATTENTION: L-M Asphalt Partners, Ltd. dba ATS Construction

Subject: Certification

Your company has been certified to do business with the Commonwealth of Kentucky pursuant to Kentucky's Equal Employment Opportunity Act, KRS 45.550 to 45.640. The one-year certification **expires August 30, 2022.**

You will receive a recertification notice at least ten (10) business days before the expiration date.

Please call (502) 564-2874 if you have questions regarding your certification.

Sincerely,

A handwritten signature in cursive script that reads "Yvette M. Smith".

Yvette M. Smith
Executive Director



COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

www.transportation.ky.gov/

Andy Beshear
GOVERNOR

Jim Gray
SECRETARY

April 26, 2022

Dear Contractor:

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

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

Please examine the certificate carefully and note that it may not grant eligibility for all of the types of work requested in your application. If you should have reasons to request for reconsideration of types of work permitted by the Transportation Cabinet, please see our website for information and instructions on how to request additional work items.

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

Sincerely,

A handwritten signature in cursive script that reads "Shella J Eagle".

Shella J Eagle, Administrative Branch Manager
Division of Construction Procurement
Prequalification Branch
502-782-4815
shella.eagle@ky.gov

se/rla
Enclosure

Certificate No.

A - 2022
01947



Certificate of Eligibility

Issued By
Commonwealth of Kentucky
Transportation Cabinet

This certifies that L-M ASPHALT PARTNERS LTD D/B/A ATS CONSTRUCTION
3009 ATKINSON AVENUE STE 400
LEXINGTON, KY 40509

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of **UNLIMITED**. This certificate which expires **December 31, 2022** is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

Types of Work

- A GRADE AND DRAIN
- B PORTLAND CEMENT CONCRETE PAVING
- C1 ASPHALT PAVING OPTION B
- C2 ASPHALT PAVING OPTION A
- E1 BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN
- I37 TRAFFIC CONTROL
- I38 BITUMINOUS MILLING & TEXTURING

Date Issued: April 25, 2022

By

State Highway Engineer
Department of Highways

Attachment C: Similar Jobs

Year	Project	Description	County	Contract Total
2018	618006	NEW CIRCLE RD (KY4)-FAYETTE-NHPP 2681 (033) - CID 181213	Fayette	\$ 42,006,018.66
2020	620012	LFUCG-CLAYS MILL ROAD IMPROVEMENTS-17-2020	Fayette	\$ 10,683,653.39

Attachment D

Contract	Description	Customer	Project No	County Location	Name of Road	Contract Letting/Bid Date	Contract ID No.
622520.00	KNOX CO CID 222223 KY 1232	5341	FD05 061 1232 000-004	KNOX	BARBOURVILLE ROAD KY 1232	3/24/22	222223
622519.00	ROCKCASTLE CID 221012 US 25	5341	STP 5201 (008)	ROCKCASTLE	US-25	3/24/22	221012
622512.00	WHITLEY CO I75-BURNT CAR PVMT REHAB 2022	5341		WHITLEY	I-75		201034
622510.00	222166 WHITLEY GORDON HILL KY 312	5341	FD05 118 0312 000-002	WHITLEY	Gordon Hill KY 312	2/24/22	222166
622509.00	222019 LAUREL DIXIE STREET KY 2391	5341	FD05 063 2391 000-001	LAUREL	DIXIE STREET KY 2391	2/24/22	222019
622508.00	LAUREL CID 222145 US 25	5341	FD05 063 0025 019-024	LAUREL	LIVINGSTON ROAD US 25	1/27/22	222145
622507.00	CLAY CID 222157 KY 873 ELK MOUNTAIN	5341	FD05 026 0873 000-004	CLAY	ELK MOUNTAIN ROAD KY 873	1/27/22	222157
622506.00	CLAY CID 222014 HWY 421	5341	FD05 026 0421 000-006	CLAY	US 421	1/27/22	222014
622505.00	WHITLEY CID 221003 I75 MP 24.3 - 27.9	5341	NHPP IM 0752(103)	WHITLEY	I-75	1/27/22	221003
622127.00	CALL 340 FAYETTE- NEWTOWN PIKE	5341	FD050340922001- 004	FAYETTE	NEWTOWN PIKE	4/28/22	222306
622126.00	CALL 325 FAYETTE- LIBERTY RD C	5341	FD050341927000- 003	FAYETTE	LIBERTY ROAD	4/28/22	222257
622125.00	CALL 201 FAYETTE- CLARK I-64 CO	5341	121GR22D019	FAYETTE- CLARK	I-64	4/28/22	221319

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622114.00	CALL 315 FAYETTE- OLD FRANKFOR	5341	FD050341681004- 006	FAYETTE	OLD FRANKFORT PIKE	3/17/22	222094
622112.00	CALL 108 FAYETTE- RUSSELL CAVE	5341	HSIP 5205(022)	FAYETTE	RUSSELL CAVE ROAD	3/24/22	224403
622105.00	CALL 306 FAYETTE- LEESTOWN RD	5341	222190	FAYETTE	LEESTOWN RD	2/24/22	306
622101.00	CALL 315 FAYETTE- GEORGETO WN R	5341	222131	FAYETTE	GEORGETO WN RD	1/27/22	315
621562.00	ROCKCASTLE CO CID NO. 212518 US 25	5341	FD05 102 0025 012-016	ROCKCASTL E	US 25	12/10/21	212518
621561.00	CLAY CO CID NO. 212489 HAL RODGERS THIN LIFT	5341	FD05 026 9006 010-014	CLAY	HAL RODGERS PARKWAY	12/10/21	212489
621559.00	WHITLEY CO CID NO. 212454 KY 90	5341	FD05 118 0090 000-003	WHITLEY	KY 90	11/19/21	212454
621555.00	LAUREL CO CID NO. 213190 VARIOUS ROUTES	5341	063GR21R115- CB06	LAUREL	VARIOUS ROUTES	10/22/21	213190
621554.00	WHITLEY CO CID NO. 212415 KY 26	5341	FD05 118 0026 000-004	WHITLEY	KY 26	10/22/21	212415
621553.00	WHITLEY CO CID NO. 212414 KY 11	5341	FD05 118 0011 000-003	WHITLEY	KY 11	10/22/21	212414
621552.00	KNOX CO CID 212418 KY 830	5341	FD05 061 0830 000-001	KNOX	KY 830	10/22/21	212418
621551.00	WHITLEY CO CID NO. 213189 VARIOUS ROUTES	5341	118GR21R114- CB06	WHITLEY	VARIOUS ROUTES	9/24/21	213189

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621550.00	ROCKCASTLE CO CID 213177 VARIOUS ROUTES	5341	102GR21R058- CB06	ROCKCASTL E	VARIOUS ROUTES	10/22/21	213177
621549.00	CLAY CO CID 211340 HAL ROGERS PARKWAY	5341	FD04 026 9006 015-020	CLAY	PARKWAY	9/24/21	211340
621548.00	WHITLEY CO CID NO 212367 KY 6	5341	FD05 118 0006 000-001	WHITLEY	KY 6	9/24/21	212367
621547.00	LAUREL CO CID NO 212099 KY 80	5341	FD05 063 0080 015-020	LAUREL	KY 80	9/24/21	212099
621546.00	CLAY CO CID NO. 212104 ONEIDA KY 66	5341	FD05 026 0066 028-033	CLAY	KY 66	9/24/21	212104
621544.00	LAUREL CO CID NO. 212340 HWY 25	5341	FD05 063 0025 000-010	LAUREL	US 25	8/20/21	212340
621543.00	CLAY CO CID NO. 213132 VARIOUS ROUTES	5341	026GR21R066- CB06	CLAY	VARIOUS ROUTES	7/23/21	213132
621542.00	LAUREL CO CID NO. 211327 HWY 490 HSIP	5341	HSIP 5318 (004)	LAUREL	EAST BERNSTADT- LIVINGSTON ROAD (KY 490)	7/23/21	211327
621532.00	WHITLEY CO CID NO. 212242 KY 26	5341	FD05 118 0026 003-006	WHITLEY	WOFFORD - ROCKHOLDS (KY 26)	6/25/21	212242
621531.00	LAUREL CO CID NO. 212094 KY 192	5341	FD05 063 0192 003-013	LAUREL	KY 192	6/25/21	212094
621516.00	CLAY CO CID NO. 213088 VARIOUS ROUTES	5341	026GR21R037- CB06	CLAY	VARIOUS ROUTES	4/23/21	213088

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621515.00	WHITLEY CO CID NO. 213085 VARIOUS ROUTES	5341	118GR21R014- CB06	WHITLEY COUNTY	VARIOUS ROUTES IN WHITLEY COUNTY	4/23/21	213085
621514.00	KNOX CO CID NO. 213081 VARIOUS ROUTES	5341	061GR21R032- CB06	KNOX	VARIOUS ROUTES	4/23/21	213081
621513.00	WHITLEY CO CID NO. 212218 KY 3422	5341	FD05 118 3422 002-005	WHITLEY	LIBERTY SCHOOL ROAD KY 3422	4/23/21	212218
621512.00	WHITLEY CO CID NO. 212217 KY 1481	5341	FD05 118 1481 000-003	WHITLEY	PINEY GROVE KY 1481	4/23/21	212217
621504.00	ROCKCASTLE CO CID NO. 213071 KY 1249	5341	CB06 102 1249 009-015	ROCKCASTL E	SAND SPRINGS ROAD KY 1249	3/19/21	213071
621502.00	ROCKCASTLE CO KY 70 CID 212036	5341	FD05 102 0070 000-007	ROCKCASTL E	WILLAILLA ROAD (KY 70)	2/19/21	212036
621204.00	CALL 300- FAYETTE- OLD FRANKFO	5341	FD390341681004- 005	FAYETTE	OLD FRANKFORT PIKE (KY 1681)	11/19/21	212478
621203.00	CALL 200 FAYETTE- I- 75/I-64 CID 211049	5341	034GR21D049- NHPP	FAYETTE	I-75/I-64	11/19/21	211049
621179.00	CALL 426 FAYETTE - VARIOUS CID 213162	5341	034GR21R093- CB06	FAYETTE	VARIOUS ROUTES		213162
621172.00	CALL 200- US 25 AND US 27 CID	5341	034GR21P064- NHPP	FAYETTE	US 25 AND US 27	8/20/21	212337
621167.00	CALL 105 FAYETTE- MERCER RD CI	5341	CM 3003 (336)	FAYETTE	MERCER ROAD (KY 1257)	7/23/21	211324
621164.00	CALL 104 SCOTT- I-75 CID 211029 JV HHP	5341	NHPP IM 0755(030)	SCOTT	I-75	7/23/21	211029

JC Contracts

621152.00	CALL 103 HARRODSBU RG RD CID 212055	5341	NHPP 9040 (047)	FAYETTE	HARRODSBU RG RD (US 68)	6/25/21	212055
621115.00	CALL 316 FAYETTE-VERSAILLES R	5341	FD050340060006-008	FAYETTE	VERSAILLES RD (US 60)	3/19/21	212056
621106.00	CALL 404 FAYETTE-VARIOUS CID	5341	034GR21R027-CB06	FAYETTE	VARIOUS	2/19/21	213057
621102.00	CALL 313-FAYETTE-MAN O'WAR	5341	FD05 034 1425 000-002	FAYETTE	MAN O'WAR (KY 1425)	1/29/21	212027
620519.00	KY 80 & 490 LAUREL CO CID 202319	5341	063GR209040-NHPP & STP	LAUREL	KY 80 AND KY 490	12/11/20	202319
620518.00	WHITLEY CO I75 REHAB CID 201034	5341	NHPP 0751(090)	WHITLEY	I-75		201034
620515.00	KY 461 ROCKCASTLE CO. CID 202106	5341	NHPP 9040(028)	ROCKCASTLE	LAKE CUMBERLAND ROAD (KY 461)	10/9/20	202106
620514.00	KY 26 WHITLEY CO. CID 202149	5341	STP 9040(035)	WHITLEY	ROCKHOLDS-WOODBINE KY 26	10/9/20	202149
620502.00	PARKSIDE RD/LEVI RD (KY2388)-LAUREL-CID 202105	5341	FD05 063 2388 000-001	LAUREL	PARKSIDE RD/LEVI RD (KY 2388)	3/20/20	202105
620500.00	KY 2438 & KY 472 - CLAY - 026GR20P018-FD05 CID 202048	5341	026GR20P018 - FD05	CLAY	KY2438 & KY 472	2/21/20	202048
619549.00	CUMBERLAND FALLS HWY (US25W) - WHITLEY - CID 192387	5341	FD05 118 025W 026-033	WHITLEY	CUMBERLAND FALLS HIGHWAY (US 25W)	11/22/19	192387

JC Contracts

619546.00	CUMBERLAND GAP PARKWAY (US25E)- KNOX- CID192371	5341	061GR19P065 - FD05 & FD04	KNOX	CUMBERLAND GAP PARKWAY (US25E)	10/25/19	192371
619545.00	GREENMOUNT BOND RD (KY 3630) - LAUREL- CID 192380	5341	FD05 063 3630 000-002	LAUREL	GREENMOUNT BOND ROAD (KY 3630)	10/25/19	192380
619544.00	FOGERTOWN RD (KY 472)-CLAY- FD 05 0472 003-006 CID 192382	5341	FD05 026 0472 003-006	CLAY	FOGERTOWN ROAD (KY 472)	10/25/19	192382
619543.00	WEST LAUREL RD (KY 192) - LAUREL- HSIP 9010 (408) CID 194130	5341	HSIP 9010 (408)	LAUREL	WEST LAUREL ROAD (KY 192)	10/25/19	194130
619539.00	VARIOUS ROUTES - LAUREL - 063GR19R095-CB06 CID 193348	5341	063GR19R095-CB06	LAUREL	VARIOUS ROUTES	9/20/19	193348
619536.00	VARIOUS ROUTES - CLAY - 026GR19R075-CB06 CID 193169	5341	026GR19R075-CB06	CLAY	VARIOUS ROUTES	8/23/19	193169
619535.00	KY 11 - HSIP 5286 (015) - CLAY - CID 194124	5341	HSIP 5286 (015)	CLAY	KY 11	8/23/19	194124

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619533.00	SAXTON RD (KY 1804)-WHITLEY-FD05 118 1804 000-003 CID 192242	5341	FD05 118 1804 000-003	WHITLEY	SAXTON ROAD (KY 1804)	7/26/19	192242
619532.00	MASTER ST (KY 312) - KNOX - FD05 061 0312 000-001 CID 192250	5341	FD05 061 0312 000-001	KNOX	MASTER ST (KY 312)	7/26/19	192250
619531.00	BRIGHT SHADE RD (KY 2467) FD05 026 2467 002-004 CID 192272	5341	FD05 026 2467 002-004	CLAY	BRIGHT SHADE RD (KY 2467)	7/26/19	192272
619530.00	I-75 ROCKCASTLE/LAUREL121 GR19D016-NHPP IM CID 191222	5341	121GR19D016-NHPPIM	ROCKCASTLE/LAUREL	I-75	7/26/19	191222
619524.00	VARIOUS WHITLEY - 118GR19R03 9-CB06 CID 193136	5341	118GR19R039-CB06	WHITLEY	VARIOUS	6/21/19	193136
619523.00	VARIOUS-ROCKCASTLE 102GR19R03 5-CB06 CID 193132	5341	102GR19R035-CB06	ROCKCASTLE	VARIOUS	6/21/19	193132
619521.00	LONDON/LIVINGSTON RD (US25)-LAUREL-CID 192200	5341	FD05 063 0025 016-020	LAUREL	LONDON TO LIVINGSTON RD (US25)	5/24/19	192200

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619520.00	I-75 REHAB - ROCKCASTLE - CID 191026 NHPP IM 0753 (101)	5341	NHPP IM 0753 (101)	ROCKCASTL E	I-75	5/24/19	191026
619512.00	JELICO/WIL LIAMSBURG RD (US 25W) - WHITLEY - CID 192175	5341	FD05 118 025W 006-013	WHITLEY	JELICO TO WILLIAMSBU RG RD (US 25W)	4/26/19	192175
619511.00	LONDON/SO MERMET RD (KY80) - LAUREL - CID 192173	5341	FD05 063 0080 000-005	LAUREL	LONDON TO SOMERSET ROAD (KY80)	4/26/19	192173
619509.00	5TH ST (KY727) - WHITLEY - FD05 118 0727 002- 004 CID 192071	5341	FD05 118 0727 002-004	WHITLEY	5TH STREET (KY 727)	3/22/19	192071
619508.00	KY 92 - WHITLEY - FD05 118 0092 009- 011 - CID 192076	5341	FD05 118 0092 009-011	WHITLEY	KY 92	3/22/19	192076
619507.00	BARBOURVIL LE RD(KY11)- CLAY- FD05 026 0011 000-009 CID 192035	5341	FD05 026 0011 000-009	CLAY	BARBOURVI LLE RD (KY 11)	3/22/19	192035
619506.00	HAL ROGER PRKWY (KY80)- LAUREL- HSIP 0803 (211) CID 194207	5341	HSIP 0803 (211)	LAUREL	HAL ROGERS PARKWAY (KY 80)	3/22/19	194207

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619505.00	HAL ROGERS PRKWY- LAUREL- NHPP 0804(020) - CID 192106	5341	NHPP 0804(020)	LAUREL	HAL ROGER PARKWAY	3/22/19	192106
619504.00	CMBLD FALLS RD(KY90)- WHITLEY- FD05 118 0090 002- 009 CID192031	5341	FD05 118 0090 002-009	WHITLEY	CUMBERLAN D FALLS ROAD (KY90)	2/22/19	192031
619503.00	JOHNSON RD (KY 472)- LAUREL- FD05 063 0472 007- 012 CID 192033	5341	FD05 063 0472 007-012	LAUREL	JOHNSON ROAD (KY 472)	2/22/19	192033
619502.00	BARBOURVIL LE RD (KY 6)- KNOX-FD05 061 0006 000-005 CID 192032	5341	FD05 061 0006 000-005	KNOX	BARBOURVI LLE RD (KY6)	2/22/19	192032
619501.00	CLAY CO. US421 - FD05 026 0421 028- 033 CID 192102	5341	FD05 026 0421 028-033	CLAY	MANCHESTE R TO MCKEE RD (US421)	2/22/19	192102
619220.00	KYTC CALL 317- NEW CIRCLE RD CID 192315	5341	FD050340004010 014	FAYETTE	NEW CIRCLE ROAD (KY 4)	10/25/19	192315
619206.00	KYTC CALL 404- VARIOUS ROUTES- FAYETTE CID 193344	5341	034GR19R091- CB06	FAYETTE	VARIOUS ROUTES	9/20/19	193344

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619205.00	KYTC CALL 310 BRYAN STATION ROAD (KY57) CID192314	5341	FD050340057000- 002	FAYETTE	BRYAN STATION ROAD (KY 57)	9/20/19	192314
619204.00	CALL 309- NICHOLASVI LLE RD RESURF CID 192320	5341	FD050340027003- 006	FAYETTE	NICHOLASVI LLE RD (US 27)	9/20/19	192320
619193.00	KYTC CALL 312- FAYETTE- OLD FRANKFORT PIKE CID 192333	5341	FD05 034 1681 000-005	FAYETTE	OLD FRANKFORT PIKE	8/23/19	192333
619183.00	KYTC CALL 104 FAYETTE I- 75 EXIT RAMP AT MAN O WAR CID191039	5341	STPM 0754 (064)	FAYETTE	I-75 SB RAMP TO MAN O WAR BLVD	7/26/19	191039
619160.00	KYTC CALL 401 GEORGETO WN RD (US 25) CID192183	5341	034GR19P043- FD05	FAYETTE	GEORGETO WN ROAD (US 25)	6/21/19	192183
619159.00	KYTC CALL 314 NEW CIRCLE ROAD (KY 4) CID 192228	5341	FD05 034 004 007-009	FAYETTE	NEW CIRCLE ROAD (KY 4)	6/21/19	192228
619109.00	KYTC CALL 407- FAYETTE- PARKERS MILL CID192129	5341	034GR19035- FD05&FE01	FAYETTE	PARKER'S MILL	3/22/19	192129
619101.00	KYTC CALL 323 FAYETTE (TODD'S ROAD) CID192107	5341	FD05 034 1927 006-009	FAYETTE	TODD'S ROAD	2/22/19	192107

JC Contracts

619011.00	KYTC I-75 LAUREL - NHPP IM 0752 (059) - CID 191245	5341	NHPP IM 0752 (059)	LAUREL	I-75	10/25/19	191245
619007.00	KYTC KEAVY- LONDON RD (KY 363) - LAUREL - CID 191038	5341	FD04 SPP 063 0363 009-010	LAUREL	KEAVY- LONDON RD (KY-363)	7/26/19	191038
619003.00	KYTC I-75- LAUREL CO- NHPP IM 0752 (100)- CID 191210	5341	NHPP IM 0752 (100)	LAUREL	I-75	3/22/19	191210
618542.00	KNOX - WOODBINE CONNECTOR (KY3606) CID 182400	5341	FD05 061 3606 000-002	KNOX	WOODBINE CONNECTOR (KY 3606)	12/7/18	182400
618537.00	VARIOUS ROUTES- WHITLEY 118GR18R05 4-CB06 CID 183306	5341	118GR18R054- CB06	WHITLEY	VARIOUS	10/26/18	183306
618536.00	VARIOUS ROUTES- ROCKCASTLE 102GR18R05 3-CB06 CID 183305	5341	102GR18R053- CB06	ROCKCASTL E	VARIOUS	10/26/18	183305
618535.00	VARIOUS ROUTES- KNOX 061GR18R05 5-CB06	5341	061GR18R055- CB06	KNOX	VARIOUS	10/26/18	183307
618534.00	KY 92 - WHITLEY CO - FD05 118 0092 011- 017 CID 182347	5341	FD05 118 0092 011-017	WHITLEY	WILLIAMSBU RG TO SUTTONS MILL RD (KY 92)	9/21/18	182347

JC Contracts

618530.00	RIVER FORESTRY RD- LAUREL-FD05 063 0909 000-002 CID 182334	5341	FD05 063 0909 000-002	LAUREL	ROCKCASTL E RIVER FORESTRY ROAD (KY 909)	8/24/18	182334
618526.00	VARIOUS ROUTES-CLAY-026GR18R06 1-CB016 CID 183161	5341	026GR18R061-CB06	CLAY	VARIOUS ROUTES	7/27/18	183161
618525.00	HAL ROGERS PKWY - CLAY - CID 181030	5341	NHPP 0804 (019)	CLAY	HAL ROGERS PARKWAY (PW-9006)	7/27/18	181030
618520.00	KY 11/KY 66-CLAY-026GR18P01 0 - FD05 CID182050	5341	026 GR18P010-FD05	CLAY	KY11 & KY66	6/22/18	182050
618519.00	LONDON-LIVINGSTON RD (US25)-FD05 102 0025 000-005 CID 182265	5341	FD05 102 0025 000-005	ROCKCASTL E	LONDON-LIVINGSTON RD (US 25)	6/22/18	182265
618518.00	LONDON TO TYNER RD(KY 30) - LAUREL- CID 182274	5341	FD05 063 0030 000-004	LAUREL	LONDON TO TYNER ROAD (KY 30)	10/30/18	182274
618517.00	BRIGHT SHADE ROAD (KY 2467) - CLAY - CID 182260	5341	FD05 026 2467 000-003	CLAY	BRIGHT SHADE ROAD (KY 2467)	6/22/18	182260
618511.00	VARIOUS ROUTES-LAUREL-063GR18R02 2-CB06 CID 183122	5341	063GR18R022-CB06	LAUREL	VARIOUS	5/25/18	183122

JC Contracts

618510.00	I-75 PAVING - ROCKCASTLE NHPP IM 0753 (100) CID 181217	5341	NHPP IM 0753 (100)	ROCKCASTL E	I-75	5/25/18	181217
618507.00	SAXTON RD(KY 1804)- WHITLEY- FD05 118 1804 002- 006 CID 182119	5341	FD05 118 1804 002-006	WHITLEY	SAXTON ROAD (KY1804)	4/27/18	182119
618506.00	RED BIRD RD (KY-66)- CLAY-FD05 026 0066 006-010 CID 182084	5341	FD05 026 0066 006-010	CLAY	RED BIRD ROAD (KY66)	4/27/18	182084
618504.00	BROWNING ACRES RD (KY2989)- FD05 118 2989 000- 002 CID 182074	5341	FD05 118 2989 000-002	WHITLEY	BROWNING ACRES RD (KY 2989)	3/23/18	182074
618503.00	MAIN ST N. (US 25)- LAUREL- FD05 063 0025 012- 014-CID 182120	5341	FD05 063 0025 012-014	LAUREL	MAIN STREET NORTH (US 25)	3/23/18	182120
618501.00	CORBIN BYPASS-KY 3041- WHITLEY- FD05118304 000-002 CID182053	5341	FD05 118 3041 000-002	WHITLEY	CORBIN BYPASS KY3041	1/26/18	182053

JC Contracts

618500.00	KYTC - KY11/KY229 - KNOX - 061 GR 18 P009- FD05 CID 182045	5341	061GR18P009- FD05	KNOX	KY 11 & KY229	1/26/18	182045
618187.00	KYTC - VARIOUS ROUTES FAYETTE - 034GR18R04 3-CB06 CID 183251	5341	034GR18R043- CB06	FAYETTE	VARIOUS	8/24/18	183251
618186.00	KYTC - CALL 307 - LEESTOWN RD (US 421)	5341	FD05 034 0421 000-003	FAYETTE	LEESTOWN (US 421)	8/24/18	182339
618166.00	KYTC - CALL 205 - FAYETTE- SCOTT I-75	5341	121GR18D021- NHPP	FAYETTE- SCOTT	I-75	7/27/18	181029
618146.00	KYTC - BCTC PARK LOT 18400 CID 184004	5341	FE01 034 8213 000-001	FAYETTE	BCTC PARKING LOT	5/25/18	184004
618145.00	KYTC - WOODFORD LEESTOWN RD RESURFACING CID 182088	5341	FD05 120 0062 015-017	WOODFORD	LEESTOWN	5/25/18	182088
618144.00	KYTC - FAYETTE - MAN O WAR RESURFACIN G CID 182213	5341	FD05 034 1425 000-001	FAYETTE	MAN O'WAR	5/25/18	182213

JC Contracts

618143.00	KYTC - FAYETTE - LEESTOWN RD RESURFACING CID 182176	5341	FD05 034 0421 004-009	FAYETTE	LEESTOWN	5/25/18	182176
618142.00	KYTC - NEW CIRCLE (KY4) RESURFACING CID 182198	5341	FD05 0340 0004 002-005	FAYETTE	NEW CIRCLE KY 4	5/25/18	182198
618141.00	KYTC - CALL 204 - FAYETTE - VARIOUS INTERSECTIONS CID 184216	5341	121GR18T008-HSIP	FAYETTE	VARIOUS	5/25/18	184216
618140.00	KYTC - CALL 203 - FAYETTE - RICHMOND	5341	121GR18T006-HSIP-SLX-FD05	FAYETTE	RICHMOND ROAD (US 25)	5/25/18	184213
618124.00	NEWTOWN PIKE(KY 922)- FAYETTE- FD05 034 0922 005-010 CID182160	5341	FD05 034 0922 005-010	FAYETTE	NEWTOWN PIKE (KY 922)	4/27/18	182160
618113.00	KYTC - FAYETTE- HARRODSBURG ROAD RESURFACING CID182124	5341	FD05 034 0068 003-006	FAYETTE	HARRODSBURG ROAD	3/23/18	182124
618014.00	KYTC GEORGETOWN NW BYPASS (US 460) - SCOTT - CID 181239	5341	STP 4601 (048)	SCOTT COUNTY	GEORGETOWN NORTHWEST BYPASS (US 460)	12/7/18	181239

JC Contracts

618009.00	KYTC CUMBERLAN D GAP PKWY (US 25E)- KNOX/LAURE L-CID 181219	5341	121GR18D019- NHPP	KNOX- LAUREL	CUMBERLAN D GAP PKWY (US25E)	6/22/18	181219
618006.00	KYTC NEW CIRCLE RD (KY4)- FAYETTE- NHPP 2681 (033)-CID 181213	5341	NHPP 2681 (033)	FAYETTE	NEW CIRCLE ROAD (KY 4)	4/27/18	181213
618000.00	I-75 ROCKCASTLE - 102GR18D00 1-NHPP IM - CID 181001	5341	102GR18D001- NHPP IM	ROCKCASTL E	I-75	1/26/18	181001

Estimated Total Active Contract Amount: \$210,500,000.00

Estimated Completed from last reconcile: \$126,300,00.00

Remaining on Contracts: \$84,200,000.00



Attachment E
L-M Asphalt Partners, Ltd. dba ATS Construction

Principal Officers, Managers and Superintendents of the Organization

Name	Position	Years of Experience	Magnitude and Type of Work	Capacity
Steven L. Lawson	CEO/Owner	20+	Highway Grading, Asphalt Paving and Utility Construction	Overall Company Administration
Brian R. Billings	President	25+	Highway Grading and Asphalt Paving Construction	Company Administration and Engineering
Harry L. Burchett	Vice President	30+	Highway Grading and Utility Construction	Engineering
Tyler Eric Walton	Contracting Engineer	3+	Grading and Asphalt Construction	Contract Administration and Engineering
Paul Corum III	Secretary	10+	Highway Grading, Asphalt Paving and Utility Construction	Administration
Rodney Martin	CFO	15+	Highway Grading, Asphalt Paving and Utility Construction	Administration
Keith Vance	Paving Superintendent	30+	Heavy highway, Airport, and Residential Paving	Field Superintendent
Todd McDaniel	Project Engineer, Manager, & Estimator	10+	Highway Asphalt Paving, Grading, and Concrete Construction	Engineering
Dylan Murphy	Project Engineer, Manager, & Estimator	10+	Highway Drainage, Grading, and Concrete Construction	Engineering
Jamie Davis	Grading Superintendent	25+	Highway and Residential Grading, Drainage, and Concrete Construction	Field Superintendent

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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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).
- 1.14 Drawings**
The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by CONSULTANT 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 CONSULTANT**
The Lexington-Fayette Urban County Government or its authorized representative.
- 1.17 Field Order**
A documented order issued by CONSULTANT 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 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

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.

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 CONSULTANT any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSULTANT before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT 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 CONSULTANT 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 costs per labor and materials by specification

section 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. Schedule of values shall be submitted on AIA G702/703 forms, or approved equal.

2.7 Preconstruction Conference

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, CONSULTANT, 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; (5) The establishment of procedures for effectively implementing the LFUCG's 10% minimum DBE goals; and (6) Requirement for Mechanic's Lien on Partial Applications for Payment.

2.8 Finalizing Schedules

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CONSULTANT 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 CONSULTANT as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on CONSULTANT 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 CONSULTANT as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to CONSULTANT as to form and substance.

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

3.1 General

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

3.2 Intent

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

to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or CONSULTANT, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CONSULTANT, or any of CONSULTANT'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 CONSULTANT 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 CONSULTANT in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from CONSULTANT; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT 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 CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and CONSULTANT and specific written verification or adaptation by CONSULTANT.

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. CONSULTANT 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 CONSULTANT 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 CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions

If CONTRACTOR believes that:

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

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

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

4.2.4 CONSULTANT'S Review

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

4.2.5 Possible Document Change

If CONSULTANT concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change I 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 CONSULTANT 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 CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data; and,

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

4.3.2 Not Shown or Indicated

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and CONSULTANT. CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT and the general public. CONTRACTOR shall keep at the Project Site during the progress of the Work a competent project manager/superintendent and all necessary assistants, all of whom shall be satisfactory to OWNER. OWNER reserves the right to reject CONTRACTOR'S construction superintendent and project management personnel if they are unsatisfactory to OWNER and upon such rejection CONTRACTOR shall designate and provide competent successors. 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 CONSULTANT except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. OWNER reserves the right to require CONTRACTOR to remove from the Project any of its personnel, or subcontractor's personnel for violating LFUCG Policies, Rules or Regulations. 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 CONSULTANT.

5.4 Start-Up and Completion of Work

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

5.5 Materials and Equipment

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by CONSULTANT, 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 CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

5.5.1 Not Clearly Specified or Indicated

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

5.5.2 Coordination of Work

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

5.6 Adjusting Progress Schedule

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

5.7 Substitutes or “Or-Equal” Items

5.7.1 General

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/CONSULTANT if sufficient information is submitted by CONTRACTOR to allow OWNER/CONSULTANT to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/CONSULTANT will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/CONSULTANT 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/CONSULTANT 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/CONSULTANT in evaluating the proposed substitute. OWNER/CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR’S expense additional data about the proposed substitute.

5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/CONSULTANT, if CONTRACTOR submits sufficient information to allow OWNER/CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract

Documents. The procedure for review by OWNER/CONSULTANT will be similar to that provided in paragraph 5.7.1 as applied by OWNER/CONSULTANT.

5.7.3 OWNER/CONSULTANT'S Approval

OWNER/CONSULTANT will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/CONSULTANT'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/CONSULTANT will record time required by OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/CONSULTANT accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants for evaluating each proposed substitute.

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to CONSULTANT

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

5.8.2 Objection After Due Investigation

If the Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and CONSULTANT and if CONTRACTOR has submitted a list thereof, OWNER'S or CONSULTANT'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 CONSULTANT of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or CONSULTANT to reject defective Work.

5.8.3 Contractor Responsible for Acts of Subcontractors

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the Urban County project manager 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 CONSULTANT 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 CONSULTANT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or CONSULTANT to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

5.8.4 Division of Specifications

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

5.8.5 Agreement Between Contractor and Subcontractors

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

5.8.6 Statements and Comments by CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as

to the project scope, nature, intention, design, or construction method to any third party or parties without the explicit written consent of the OWNER.

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

Should there be any change from the original intent of the project as a result of any statement or comment by the contractor, his employees or subcontractors, contractor shall be held liable for any change in the scope, nature, design, or construction method and shall bear the full cost for the previously mentioned changes.

5.9 Patent Fees and Royalties

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

5.10 Permits

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

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

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

5.11.2 Specifications and Drawings at Variance

If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give CONSULTANT 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 CONSULTANT, 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.

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.

5.12 Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.13 Use of Premises

5.13.1 Project Site

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such

land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or CONSULTANT 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 CONSULTANT 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 CONSULTANT to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

5.13.2 Clean UP

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

5.13.1 Loading of Structures

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

5.14 **Record Drawings**

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

5.15 **Shop Drawings and Samples**

5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying

with applicable procedures specified, CONTRACTOR shall submit to CONSULTANT 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 CONSULTANT 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 CONSULTANT to review the information as required.

5.15.2 Sample Submittals

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

5.15.3 Review by CONTRACTOR

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

5.15.4 Notice of Variation

At the time of each submission, CONTRACTOR shall give CONSULTANT 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 CONSULTANT for review and approval of each such variation.

5.15.5 CONSULTANT'S Approval

CONSULTANT will review and approve with reasonable promptness Shop Drawings and samples, but CONSULTANT'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 CONSULTANT, 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 CONSULTANT on previous submittals.

5.15.6 Responsibility for Errors and Omissions

CONSULTANT'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 CONSULTANT'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and CONSULTANT 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 CONSULTANT relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 5.15.3.

5.15.7 Cost of Related Work

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

5.16 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolutions of any disputes or disagreements, except as permitted by paragraph 14.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to 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.

5.17.2 Stormwater Pollution Prevention

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

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

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

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

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

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

6. OTHER WORK

6.1 Related Work at Site

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

6.2 Other Contractors or Utility Owners

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of CONSULTANT 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 CONSULTANT 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 CONSULTANT.

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 CONSULTANT in preparing the Drawings and Specifications.

7.4 Change Orders

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

7.5 Inspections, Tests and Approvals

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

7.6 Stop or Suspend Work

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

8. CONSULTANT'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

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

8.2 Visits to Site

CONSULTANT 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. CONSULTANT will not be required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the Work. CONSULTANT'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, CONSULTANT 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

CONSULTANT will provide an Inspector to assist CONSULTANT in observing the performance of the Work. If OWNER designates another agent to represent OWNER at the site who is not CONSULTANT'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

CONSULTANT 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 CONSULTANT 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

CONSULTANT 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

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

8.7 Shop Drawings

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

8.8 Change Orders

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

8.9 Payments

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

8.10 Determinations for Unit Prices

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

CONSULTANT will review with CONTRACTOR CONSULTANT'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

CONSULTANT 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 CONSULTANT in writing with a request for a formal decision in accordance with this paragraph, which CONSULTANT will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered to CONSULTANT 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 CONSULTANT within sixty days after such occurrence unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim.

8.12 Limitations on CONSULTANT's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

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

CONSULTANT will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSULTANT 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

CONSULTANT 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 as a result of a Change Order will be settled as provided for in Article 10 or Article 11.

9.3 Work Not in Contract Documents

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

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

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

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

9.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT 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 CONSULTANT 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 CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

10.3 Value of Work

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

10.3.1 Unit Prices

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of

the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

10.3.2 Lump Sum

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

10.3.3 Cost Plus Fee

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

10.4 Cost of the Work

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

10.4.1 Payroll Costs

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

10.4.2 Materials and Equipment Costs

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

10.4.3 Subcontractor Costs

Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of CONSULTANT, 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 CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal shall be in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

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

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

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

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

10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

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

10.5 Not to Be Included in Cost of the Work

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

10.5.1 Costs of Officers and Executives

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general

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

10.5.2 Principal Office

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

10.5.3 Capital Expense

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

10.5.4 Bonds and Insurance

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

10.5.5 Costs Due to Negligence

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

10.5.6 Other Costs

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

10.6 Contractor's Fee

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

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

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

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

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

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

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

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

10.7 Itemized Cost Breakdown

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 or 10.5, CONTRACTOR will submit in form acceptable to CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by CONSULTANT in accordance with paragraph 8.11. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 11.1.

11.2 Justification for Time Extensions

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

11.3 Time Limits

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

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

12.1 Warranty and Guarantee

CONTRACTOR warrants and guarantees to OWNER and CONSULTANT 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

CONSULTANT and CONSULTANT'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 CONSULTANT timely notice of readiness of the Work for all required inspections, tests or approvals.

12.3.2 Requirements and Responsibilities

The CONSULTANT 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 CONSULTANT 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 CONSULTANT.

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 CONSULTANT 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 CONSULTANT, it must, if requested by CONSULTANT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given CONSULTANT timely notice of CONTRACTOR'S intention to cover the same and CONSULTANT has not acted with reasonable promptness in response to such notice.

12.3.5 CONTRACTOR'S Obligation

Neither observations by CONSULTANT 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 CONSULTANT, 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by CONSULTANT 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 CONSULTANT, 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 CONSULTANT. 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 CONSULTANT 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 CONSULTANT. 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 CONSULTANT 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 CONSULTANT's discretion. All remaining retainage held will be included in the final payment to the Contractor.

13.2.1 Waivers of Mechanic's Lien

With each Application for Payment OWNER may require CONTRACTOR to submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

13.2.1.1 Requirement for waivers of Mechanic's Lien on Partial Applications for Payment will be determined and communicated at the Preconstruction Conference.

13.2.1.2 Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

13.2.1.3 When an application shows completion of an item, submit conditional final or full waivers.

13.2.1.4 Owner reserves the right to designate which entities involved in the Work must submit waivers.

13.2.1.5 Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

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

CONSULTANT 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 CONSULTANT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

13.4.2 CONSULTANT'S Recommendation

CONSULTANT may refuse to recommend the whole or any part of any payment, if, in CONSULTANT'S opinion, it would be incorrect to make such representations to OWNER. CONSULTANT 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 CONSULTANT'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 CONSULTANT'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, CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'S Approval

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

13.8.3 Retainage

Retainage is not applicable to this project.

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

15.4 Percentage of Work Performed by prime CONTRACTOR

The CONTRACTOR shall perform on site, and with its own organization, Work equivalent to at least fifty (50%) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the CONSULTANT 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 CONSULTANT 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
- 2 RISK MANAGEMENT PROVISIONS –
INSURANCE AND INDEMNIFICATION
- 3 WAGE SCALE
- 4 WEATHER RELATED DELAYS

1. **BLASTING** – not applicable.

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.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

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, AAND 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 following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$2 million per occurrence

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.

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.

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 standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and 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.

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.

00357187

3. WAGE SCALES – NOT APPLICABLE.

4. WEATHER RELATED DELAYS

- A. The Project Completion date shall be established with the understanding that no extension of time will be granted for weather related delays that are within the average temperature or number of rain or snow days within a particular month. The average weather conditions shall be established by referencing the records of the National Oceanic and Atmospheric Administration (NOAA) and as defined herein.
- B. Extensions of inclement weather shall be granted only when the work affected must be on schedule at the time of delay. No time will be granted for work which is behind schedule in excess of the actual delay caused by the weather, assuming the work had been on schedule.
- C. Time granted for weather delays shall be requested on a monthly basis.
- D. The weather experienced at the project site during the contract period must be found to be unusually severe, that is more severe than the adverse weather anticipated for the project location during any given month. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.
- E. The anticipated adverse weather delays shall be based on the National Oceanic and Atmospheric Administration (NOAA) climatology ten year average for the Lexington Bluegrass Airport KY US location. The Mean Number of Days of daily precipitation using ≥ 0.10 will determine the base line for monthly anticipated adverse weather evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record the occurrence of actual adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the contractor's scheduled work date. The number of actual adverse weather delay days shall be calculated chronologically from the first to the last day of each month, and be recorded as full days. The number of actual adverse weather days greater than the number of anticipated adverse weather days, listed above, shall be the number of unusually severe weather days for the purposes of any contract extensions (actual adverse weather days - anticipated adverse weather days = unusually severe weather days.)
- F. Definitions:
1. "Unusually severe weather" - weather that is more severe than the adverse weather anticipated for the season or location involved.

2. "Adverse weather" - atmospheric conditions at a definite time and place that are unfavorable to construction activities.

PART VI
CONTRACT AGREEMENT
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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 25th day of March, 2026, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and L-M Asphalt Partners LTD. DBA ATS Construction, doing business as *(an individual) (a partnership) (a corporation) located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of five hundred ninety-seven thousand Dollars and zero Cents (\$ 597,000.00) quoted in the proposal by the CONTRACTOR, dated February 24, 2026, 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 Clark Dietz, Inc. for LFUCG for the Deer Haven Park Development.

2. TIME OF COMPLETION

The time estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as one hundred twenty (120) days to final completion. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

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 after consultation between 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, 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 Owner 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, the OWNER shall 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, Ion Wave Q&A, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

8. EXTRA WORK

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

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

SPECIFICATIONS

**SECTION
NO.**

TITLE

I	Advertisement for Bids
II	Information for Bidders
III	Form of Proposal
IV	General Conditions
V	Special Conditions
VI	Contract Agreement
VII	Performance and Payment Bonds
VIII	Addenda
IX	Technical Specifications and Drawings

DRAWING INDEX

NO. TITLE

1 COVER SHEET

2 GENERAL NOTES

PLANS

3 EXISTING CONDITIONS

4 EROSION AND SEDIMENT CONTROL PLAN

5 EROSION AND SEDIMENT CONTROL DETAILS

6 OVERALL SITE PLAN

7 MASTER GRADING PLAN

8 COURTS AREA GRADING PLAN

9 PICKLE BALL COURT DETAIL

10 PICKLEBALL COURT FENCING DETAILS

11 PLAYGROUND GRADING PLAN

12 PARKING LOT GRADING PLAN

PLAN & PROFILES

13 PLAN & PROFILE 12' PATH

14 PLAN & PROFILE 12' PATH

15 PLAN & PROFILE CONNECTOR PATHS

DETAILS

16 STANDARD DETAILS

17 STANDARD DETAILS

18 STANDARD DETAILS

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

Clerk of the Urban County Council


BY: Linda Gorton
MAYOR


(Witness)

Mayor
(Title)

(Seal)

L-M Asphalt Partners LTD. DBA ATS Construction
(Contractor)

~~(Secretary)*~~

(Witness) Greer Stone

BY: Brian R. Billings, PRESIDENT
Brian R. Billings

President
(Title)

3009 Atkinson Avenue, Suite 400, Lexington KY 40509
(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

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

PART VII

PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE BOND
2. PAYMENT BOND

PART VII

PERFORMANCE BOND

14BCSJL3852

KNOW ALL MEN BY THESE PRESENTS, that

L-M Asphalt Partners LTD dba ATS Construction

(Name of CONTRACTOR)

3009 Atkinson Ave #400, Lexington, KY 40509

(Address of CONTRACTOR)

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

called Principal, and Hartford Fire Insurance Company

(Name of Surety)

1 Hartford Plaza T-4-47, Hartford, CT 06155

(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: five hundred ninety-seven thousand
Dollars, (\$ 597,000.00), for the payment of whereof Principal and Surety bind themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER
for Deer Haven Park Development in accordance with drawings and specifications prepared
by: Clark Dietz 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 thereunder, 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 26th day of March, 2026.

ATTEST:

L-M Asphalt Partners LTD dba ATS Construction

Principal

(Principal) Secretary

BY: Brian R. Billig, President

3009 Atkinson Ave #400

(Address)

Lexington, KY 40509

[Handwritten Signature]

Witness as to Principal

(Address)

Hartford Fire Insurance Company

Surety

ATTEST:

BY: John W. Hampton
John W. Hampton Attorney-in-Fact

780 Winchester Road

(Address)

Lexington, KY 40505

(Surety) Secretary

(SEAL)

Tina Carpenter-Fulton

Witness as to Surety

780 Winchester Road

(Address)

Lexington, KY 40505



TITLE: Commercial Lines Operations Supervisor

Surety

BY: Tina Carpenter-Fulton

TITLE: _____

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

PART VII

PAYMENT BOND

14BCSJL3852

KNOW ALL MEN BY THESE PRESENT: that

L-M Asphalt Partners LTD dba ATS Construction

(Name of Contractor)

3009 Atkinson Ave #400, Lexington, KY 40509

(Address of Contractor)

a Kentucky Limited Partnership, hereinafter

(Corporation, Partnership or Individual)

called Principal, and Hartford Fire Insurance Company

(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 Five Hundred Ninety Seven Thousand Dollars (\$ 597,000.00) 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 Deer Haven Park (project name) in accordance with drawings and specifications prepared by: (the Engineer) 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.

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

which shall be deemed an original, this the 26th day of March, 2026.

ATTEST:

L-M Asphalt Partners LTD dba ATS Construction

(Principal)

(Principal) Secretary

(SEAL)

BY: Ben R. Billing, President

3009 Atkinson Ave #400

(Address)

Lexington KY 40509

[Handwritten Signature]

(Witness to Principal)

(Address)

Hartford Fire Insurance Company

(Surety)

ATTEST:

BY: [Handwritten Signature]
John W Hartington (Attorney-in-Fact)

(Surety) Secretary

(SEAL)

Tina Carpenter-Fulton
Witness as to Surety

780 Winchester Road

(Address)

Lexington, KY 40505



780 Winchester Road

(Address)

Lexington, KY 40505

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

END OF SECTION

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity
and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ACRISURE LLC
Agency Code: 14-732421

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :
Tina Carpenter, Mary Crouch, Jeff Fairchild, John W. Hampton, David Henry, Anna Morris of LEXINGTON, Kentucky

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Phyllis A. Clark
Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre
Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA }
COUNTY OF SEMINOLE } ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Mariluz Arce
Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President 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 is still in full force effective as of March 26, 2026.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois
Keith D. Dozois, Assistant Vice President



L-MASPH-02

TCARPENTERFULTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/26/2026

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

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

PRODUCER Acrisure South Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME: John Hampton	FAX (A/C, No):	
	PHONE (A/C, No, Ext): (859) 254-1836		
	E-MAIL ADDRESS: jwhampton@acrisure.com		
INSURED L-M Asphalt Partners LTD dba ATS Construction 3009 Atkinson Ave., Ste 400 Lexington, KY 40509	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Charter Oak Fire Insurance Company		25615
	INSURER B: Travelers Property Casualty Company of America		25674
	INSURER C: The Standard Fire Insurance Company		19070
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	DTCO3E855071	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	810-8M955327	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP0J675466	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	UB-2N535772-25-26-G	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Deer Have Park Development
LFUCG is additional insured per written contract in regards to general and auto liability, the coverage is primary and non-contributory and the general liability includes products and completed operations. Policies contain a 30 day notice of cancellation endorsement. Waiver of subrogation in favor of LFUCG and its elected and appointed officials, employees, agents, volunteers and successors in interest per written contract and as permitted by law on the coverage as indicated above.

CERTIFICATE HOLDER Lexington-Fayette Urban County Government Dept of General Services 200 East Main Street Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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 Number</u>	<u>Title</u>	<u>Date</u>
1.	General Questions Sign In Sheet	02/17/2026
2.		
3.		
4.		
5.		



ADDENDUM #1

Bid Number: **#6-2026**

Date: February 17, 2026

Subject: Deer Haven Park Development

Address inquiries to:
Kristie Thomas
(859) 258-3329

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

1. GENERAL QUESTIONS

	Questions	Answers
1.	Provide clarifications on the fencing color for the pickleball courts	Fencing shall be black vinyl coated chain link fence. Cost for this shall be included in the base bid.
2.	Provide clarifications on the pickleball and basketball court surface	The courts shall be a blue color coat within the court striping and green perimeter runout space. Cost for this shall be included in the base bid.
3.	Provide clarification on the potable water line from Buttermilk Road.	The installation of a potable water line and appurtenances as shown on Sheet 15 from Buttermilk Road through the HOA property, into the park to the location of the water fountain shall be included in the base bid.
4.	Provide clarification on the details of Shelter #1 shown on the plans.	The new shelter was purchased on a separate PO and includes the installation, including the concrete pad by that vendor. Park's Project Manager and the contractor that is awarded this project bid will coordinate timing of that shelter installation to fit best within the overall scope of this project but would have no other responsibility for that structure. The awarded contractor is responsibility for installation of the subgrade and grading beneath the concrete slab.

2. Pre-bid sign-in sheet attached.

Todd Slatin, Director
Division of Central Purchasing

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 Bid.

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE OF BIDDER: _____



IX. TECHNICAL SPECIFICATIONS

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SECTION 01290

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This Section includes administrative and procedural requirements for determining payment for Work completed and ready for payment under the Unit Price Contract where the Unit Price Bid Form is utilized in the Applications for Payment.

1.02 RELATED SECTIONS

- A. Bid Schedule
- B. Schedule of Values

1.03 GENERAL REQUIREMENTS

- A. Prices shall include all costs required for the completed, in-place construction of the specified unit of Work. This may include but not be limited to, materials and delivery; cost of installation; incidentals; labor including social security, insurance, and other required fringe benefits; workman's compensation insurance; bond premiums; rental of equipment and machinery; taxes; testing; surveys; incidental expenses; and supervision.
- B. Installation, acceptance, and payment shall be in accordance with the References.
- C. The Owner reserves the right to reject the Contractor's measurement of completed Work that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.
- D. Contract Sum adjustments will be by Change Order on basis of net accumulative change for each unit price category.
 - a. Except as otherwise specified, unit prices shall apply to both deductive and additive variations of quantities.
 - b. Lump sum and unit prices in the Agreement shall remain in effect until date of final completion of the entire Work.

E. Partial payment for material and equipment properly stored and protected will be made in accordance with requirements of the Contract.

F. MEASUREMENT AND PAYMENT

a. Payment shall constitute full compensation and will be made as indicated in the Contract.

b. The quantity approved for payment shall be either:

i. Percentage of the Lump Sum Price - A percentage of the Lump Sum Price equivalent to the percentage of the project completion as determined by the Engineer as of the date of the pay request submitted. The percent completion of the project shall be based on the percent of the total project actually constructed and not on the percent of the Contract price completed.

ii. Measured Quantities - The actual quantities in-place and accepted as measured by the Engineer on the date of the pay request submitted in the units specified in the Bid form or approved Schedule of Values. C. Items measured by linear foot such as pipes, culverts, curb, guardrails, and underdrains that are shown on the Drawings and on the Bid Form are measured parallel with the base or foundations upon which they are placed. Contractor shall be paid based on plan view measurements installed for these types of items regardless of vertical deflections or other changes in depth that may require additional materials.

G. PROTECTION

a. Where pavement, pipes, valves, appurtenances, trees, shrubbery, fences, other property or structures are in proximity to the Work, adequate protection shall be provided. Such protection is considered incidental to construction and shall not be assigned to any pay item.

H. RESTORATION

a. Where pavement, pipes, valves, structures, appurtenances, trees, shrubbery, fences, other property or structures not designated as pay items, have been damaged, removed or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents, state laws, municipal ordinances or the specific direction of the Engineer, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before Work began within a time frame approved by the

Engineer. Such restoration is considered incidental to construction and shall not be assigned to any pay item.

I. EXPLORATORY EXCAVATIONS

- a. The Contractor shall verify the exact locations and depths of all utilities shown and shall conduct exploratory excavations of all utilities that may interfere with the Work. All such exploratory excavations shall be performed as soon as practicable after award of the Contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's work. When such exploratory excavations show the utility location as shown to be in error, the Contractor shall so notify the Engineer. The cost for conducting these excavations shall be considered incidental to construction.

J. TESTING, SURVEY, AND RECORD DRAWINGS

- a. All survey layout and record drawings shall be considered incidental to the cost of construction and shall include all calculations and field work required, in order to establish all horizontal and vertical controls, set all stakes needed, such as grade stakes, offset stakes, reference point stakes, slopes stakes, and other reference marks or points necessary to provide lines and grades for construction and as-built of all roadway, utility construction, and miscellaneous items.
- b. All testing shall be considered incidental to the cost of construction and shall include all field testing and laboratory work including reports as required by the Drawings and specifications and by agencies having jurisdiction over the project.

PART 2 - PRODUCTS

A. EXCAVATION

- a. Excavation will be measured and paid for on a Lump Sum basis. The Lump Sum price for Excavation shall include all labor, materials, equipment, and incidentals necessary to perform all excavation and earthwork operations as shown on the Drawings and specified herein, including but not limited to cut, fill, grading, rehandling, stockpiling, hauling, disposal of excess material, and placement and compaction of fill.
- b. The Engineer has calculated approximately 2,200 cubic yards of cut and 2,200 cubic yards of fill based on the bidding documents. These quantities are provided for information only and are not separate pay items. No adjustment to the Lump Sum price will be made due to differences between the estimated quantities and actual quantities encountered.

Measurement and Payment
01290-3

- c. It shall be the Contractor's responsibility to review the bidding documents, evaluate site conditions, and provide a Lump Sum price sufficient to complete all excavation required to construct the Work in accordance with the Contract Documents.

- END OF SECTION -

Measurement and Payment
01290-4

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 STORAGE OF MATERIALS AND EQUIPMENT

All excavated materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants, and occupants.

1.02 HANDLING AND DISTRIBUTION

- A. The Contractor shall handle, haul, and distribute all materials and all surplus materials on the different portions of the Work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the Work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the Work.
- B. Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

1.03 MATERIALS, SAMPLES, INSPECTION

- A. Unless otherwise expressly provided on the Drawings or in any of the other Contract Documents, only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to the inspection of the Engineer. No material shall be processed or fabricated for the Work or delivered to the Work site without prior concurrence of the Engineer.
- B. As soon as possible after execution of the Agreement, the Contractor shall submit to the Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the Work. When shop and working Drawings are required as specified below, the Contractor shall submit prior to the submission of such Drawings, data in sufficient detail to enable the Engineer to determine whether the manufacturer and/or the supplier have the ability to furnish a product meeting the Specification. As requested, the Contractor shall also submit data relating to the materials and equipment he proposes to incorporate into the Work in sufficient

Material and Equipment
01600-1

detail to enable the Engineer to identify and evaluate the particular product and to determine whether it conforms to the Contract requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working Drawings.

- C. Facilities and labor for the storage, handling, and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the Work.
- D. If the Engineer so requires, either prior to or after commencement of the Work, the Contractor shall submit samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the Specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed, and shipped by the Contractor as directed.
- E. The Contractor shall furnish suitable molds for making concrete test cylinders. The Contractor shall have a minimum of four (4) concrete cylinders taken for every 25 cubic yards of concrete or discreet concrete delivery should the amount be less than 25 cubic yards even though placement may be at multiple locations. Cylinders shall be submitted to an independent laboratory for testing of strength by breaking at 7 days, 14 days, and 28 days. Additional cylinders may be taken as deemed necessary by Engineer and all costs associated with concrete testing shall be borne by the Contractor. Concrete sampling, cylinders, curing, and testing shall be accordance with respective ASTM standards, latest editions.
- F. All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or work and location for which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.
- G. The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection, and testing before the materials and equipment are needed for incorporation in the Work. The consequences of his failure to do so shall be the Contractor's sole responsibility.
- H. When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.
- I. After review of the samples, data, etc., the materials and equipment used on the Work shall in all respects conform therewith.

Material and Equipment
01600-2

1.04 IMPERFECT WORK OR MATERIALS

- A. Any defective or imperfect work or materials furnished by the Contractor which is discovered before the final acceptance of the work, as established by the Certificate of Substantial Completion, or during the subsequent guarantee period, shall be removed immediately even though it may have been overlooked by the Engineer and estimated for payment. Any materials condemned or rejected by the Engineer shall be tagged as such and shall be immediately removed from the site. Satisfactory work or materials shall be substituted for that rejected.

- B. The Engineer may order tests of imperfect or damaged work or materials to determine the required functional capability for possible acceptance, if there is no other reason for rejection. The cost of such tests shall be borne by the Contractor; and the nature, tester, extent and supervision of the tests will be as determined by the Engineer. If the results of the tests indicate that the required functional capability of the work or material was not impaired, consistent with the final general appearance of same, the work or materials may be deemed acceptable. If the results of such tests reveal that the required functional capability of the questionable work or materials has been impaired, then such work or materials shall be deemed imperfect and shall be replaced. The Contractor may elect to replace the imperfect work or material in lieu of performing the tests.

- END OF SECTION -

SECTION 02220

DEMOLITION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The demolition indicated on the drawings and required by the Specifications does not profess to show or indicate every detail necessary to complete this project. The drawings and Specifications indicate the overall intent. The contractor shall provide the labor, construction equipment, materials and incidentals necessary to meet the intent of the contract documents. Demolition of existing items shall include the removal of all related appurtenances and the patching of all holes resulting from the removal. Demolition required to alter or remove all or parts of existing structures shall be conducted in a manner that protects the existing structures and those facilities to remain in service, and the proper disposal of all construction debris. Contractor shall inform the Owner of the disposal location for material. If disposal is in Fayette County, a separate ESC plan and gradings permit shall be obtained by the Contractor.
- B. Included, but not limited to, are demolition and removals of existing materials, equipment, or work necessary to install the new work as shown and specified and to connect same with existing work in an approved manner. Demolition includes, but is not necessarily limited to, structural steel, structural concrete, miscellaneous metal, piping, equipment, attachments, appurtenances, and similar existing facilities.
- C. Demolitions and removals which may be specified under other sections shall conform to requirements of this section.
- D. All work shall comply with all federal, state, and local codes and regulations regarding safety.

1.02 SUBMITTALS

- A. Contractor shall submit for review proposed methods, equipment, and operations sequence. Include coordination for shut-off capping, temporary services, continuation of utility services, and other applicable items to ensure no interruption of Owner's operations.

1.03 JOB CONDITIONS

A. Protection

1. Contractor shall execute the demolition and removal work to prevent damage or injury to structures, occupants thereof, and adjacent features which might result from falling debris or other causes, and so as not to interfere with the use, and free and safe passage to and from, adjacent structures.
2. Closing or obstructing of roadways, sidewalks, and passageways adjacent to the work by the placement or storage of materials will not be permitted, and all operations shall be conducted with a minimum interference to traffic on these ways unless approved by the Owner.
3. Contractor shall erect and maintain barriers, lights, sidewalk sheds, and other required protective devices.
4. Contractor shall repair damage to facilities to remain, or to any property belonging to the Owner or occupants of the facilities at no additional cost to the Owner.

B. Scheduling

1. Contractor shall carry out his operations so as to avoid interference with operations and work in the existing facilities.

C. Notification

1. At least 48 hours prior to commencement of a demolition or removal, Contractor shall notify the Engineer in writing of his proposed schedule. Owner shall inspect the existing equipment and identify and mark those items which are to remain the property of the Owner. No removals shall be started without the written permission of the Engineer.

D. Explosives

1. Do not bring explosives on site nor use explosives for demolition.

PART 2 - PRODUCTS

(NOT USED)

Demolition
02220-2

PART 3 - EXECUTION

3.01 GENERAL

- A. All materials and equipment removed from existing work shall become the property of the Contractor, except for those which the Owner has identified and marked for its use. All materials and equipment marked by the Owner to remain its property, or designated to be relocated, shall be carefully removed by the Contractor so as not to be damaged, and then cleaned and stored on or adjacent to the site in a protected place specified by the Engineer or loaded onto trucks provided by the Owner.
- B. Contractor shall dispose of all demolition materials, equipment, debris, and all other items not marked by the Owner to remain as its property off the site and in conformance with all existing applicable laws and regulations.
- C. Surfaces of walls, floors, ceilings, or other areas which are exposed by any of the removals specified herein, and which will remain as architecturally finished surfaces and which have holes, scars, chipped or other damaged surfaces revealed by the removal shall be repaired by the Contractor with the same or matching materials as the existing surface or as may be otherwise approved by the Engineer.
- D. Pollution Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection.
 - 1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
 - 2. Clean adjacent structures, facilities, and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to conditions existing prior to the start of the work.

3.02 STRUCTURAL REMOVALS

- A. Existing structures which are designated to be demolished shall be removed in their entirety unless noted otherwise on the drawings.
- B. All concrete, concrete block, reinforcement, plaster, wire mesh and other items contained in or upon the structures shall be removed and taken from the site, unless otherwise approved by the Engineer. Demolished items shall not be used in backfill adjacent to structures or in pipeline trenches.

- C. All structural and miscellaneous metals designated to remain the property of the Owner shall be removed and stored on or adjacent to the site in a protected place specified by the Owner or loaded onto trucks provided by the Owner.
- D. After removal of parts or all of masonry walls, slabs and like work which tie into new work or existing work, the point of junction shall be neatly repaired so as to leave only finished edges and surface exposed.
- E. After removing the demolished structures, remaining cavities shall be backfilled with soil unless otherwise noted on the drawings.

3.03 PIPE REMOVED

- A. Piping removals shall consist of removing existing piping, and other appurtenances as specified, shown, or required for the completion of the work. It shall include demolition, cutting, capping, and plugging as required.
- B. Excavate all necessary material to remove the pipe which has been designated for removal. Dispose of the excavated material and remove the pipe. The pipe shall be relocated where indicated on the drawings. Pipe not scheduled to be relocated shall become the property of the Contractor and shall be removed from the project site. Seal all holes left in walls of structures or manholes that are to remain in place.
- C. The trench resulting from the removal of pipe shall be backfilled except when the trench lies within the limits of subsequent excavation.
- D. Where existing piping is not removed in its entirety, the remaining abandoned portion of the pipe will be sealed with precast, vitrified, or concrete stoppers or with masonry of a type and thickness acceptable to the Engineer.
- E. Where existing piping through demolished structures is to remain in service, pipes shall be connected through the structures with new pipe of a type and in a manner acceptable to the Engineer without additional cost to the Owner.
- F. After connecting across or sealing the existing pipes remaining, cavities shall be backfilled with soil. When connecting pipes are used, suitable backfill shall be carefully tamped solidly under and around the pipe.

3.04 MANHOLES ABANDONED

- A. Existing manholes which are designated to be abandoned shall be removed to a minimum of one foot below the ground surface in a manner that will not damage pipes that are to remain. Backfill with crushed stone to subgrade elevation.

- B. Castings shall remain the property of the Owner and shall be carefully removed and stored within the project limits for pickup by the Owner.

3.05 CLEAN UP

- A. Contractor shall remove from the site all debris resulting from the demolition operations as it accumulates. Upon completion of the work, all materials, equipment, waste, and debris of every sort shall be removed. The premises shall be left clean, neat, and orderly.

- END OF SECTION -

SECTION 02230

SITE CLEARING

PART 1 - GENERAL

1.01 SUMMARY

- A. Clear site within construction limits of plant life and grass.
- B. Remove root system of trees and shrubs.
- C. Remove surface debris.

1.02 REGULATORY COMPLIANCE

Conform to applicable local codes and ordinances for disposal of debris.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.01 REMOVAL OF EXISTING TREES AND OTHER VEGETATION

- A. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees that receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing. The Contractor shall not cut or injure any trees or other vegetation outside right-of-way or easement line and outside areas to be cleared, as indicated on the drawings, without written permission from the Engineer. The Contractor shall be responsible for all damages outside these lines.
- B. The Engineer shall designate which trees are to be removed within permanent and temporary easement lines or right-of-way lines.

3.02 CLEARING

- A. From areas to be cleared, the Contractor shall cut or otherwise remove all trees, brush, and other vegetation such as snags, bark, and refuse. The ground shall be cleared to the width of the permanent easement or right-of-way unless otherwise directed by the Engineer.

Site Clearing
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- B. Except where clearing is performed by uprooting with machinery, trees, stumps, and stubs to be cleared shall be cut as close to the ground surface as practicable, but no more than six (6) inches above the ground surface for small trees and 12 inches for larger trees.
- C. Elm bark shall be either buried at least one (1) foot deep or burned in suitable incinerators off-site with satisfactory antipollution controls and fire prevention controls, to prevent the spread of Dutch Elm disease and as required by applicable laws.

3.03 GRUBBING

From areas to be grubbed, the Contractor shall remove completely all stumps, remove to a depth of 12 inches all roots larger than 3-inch diameter, and remove to a depth of six (6) inches all roots larger than 1/2-inch diameter. Such depths shall be measured from the existing ground surface or the proposed finished grade, whichever is lower.

3.04 STRIPPING OF TOPSOIL

Prior to starting general excavation, strip topsoil to a depth of six (6) inches or to depths required by the Engineer. Do not strip topsoil in a muddy condition and avoid mixture of subsoil. Stockpile the stripped topsoil within easement or right-of-way lines for use in finish grading and site restoration. Topsoil stockpiled shall be free from trash, brush, stones over two (2) inches in diameter and other extraneous material.

3.05 PROTECTION

- A. Protect plant growth and features remaining as final landscaping.
- B. Protect benchmarks and existing work from damage or displacement.
- C. Maintain designated site access for vehicle and pedestrian traffic.

3.06 DISPOSAL

- A. All materials resulting from clearing and grubbing and not scheduled for reuse shall become the property of the Contractor and shall be suitably disposed of off-site, unless otherwise directed by the Engineer, in accordance with all applicable laws, ordinances, rules, and regulations.
- B. Such disposal shall be performed as soon as possible after removal of the material and shall not be left until the final period of cleaning up.

- END OF SECTION -

Site Clearing
02230-2

SECTION 02240

DEWATERING

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor and equipment required to dewater all excavations.
- B. Dewatering of all excavations shall be the responsibility of the Contractor, and no additional compensation will be allowed for same.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. Dewatering equipment shall be of adequate size and quantity to assure maintaining proper conditions for installing pipe, concrete, backfill or other material or structure in the excavation.
- B. Dewatering shall include proper removal of any and all liquid, regardless of its source, from the excavation.
- C. The site shall be kept free of surface water at all times. The Contractor shall install stabilized drainage ditches, dikes, and shall perform all pumping and other work necessary to divert or remove rainfall and/or all other accumulations of water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent flooding and/or damage to other locations within or beyond the construction limits where it may be detrimental.
- D. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hose piping, well points, deep wells, etc., necessary to depress and maintain the groundwater level below the base of the excavation during all stages of construction operations.
- E. No groundwater from the excavated area shall be discharged into the sanitary sewer system, and no dewatering flows shall be discharged directly to streams or other waterbodies without authorization from the Kentucky Division of Water and notification to the LFUCG Division of Water Quality.

- F. Dewatering shall be in accordance with Chapter 11 of the LFUCG Stormwater Manual and all other state and local regulations/permits/plans.
- G. Trench shall be dewatered as required and never shall the trench accumulate groundwater to a depth that will cause pipe to float.

- END OF SECTION -

SECTION 02300

EARTHWORK FOR BASIN EMBANKMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Specification is for embankments on low hazard basins (Class A). Embankment height shall not exceed 20 feet (measured from the downstream toe).
- B. The Contractor shall furnish all labor, materials, and equipment necessary for the construction of the areas requiring the Earthwork in accordance with the Drawings and Specifications. This includes hauling, placing, compacting, screening, crushing, processing, moisture additions, disking, scarification, and all other incidental items required in the work.

1.02 SUBMITTALS

The Contractor shall provide the following:

- A. Soil classification test reports, including plastic limit, liquid limit, and particle size analysis, on material to be used for embankments
- B. Optimum moisture maximum density curve (Standard Proctor – ASTM D698) for each type of soil to be used for embankments
- C. Unconfined compressive strength on each soil type to be used for the embankment.

PART 2 - PRODUCTS

2.01 EQUIPMENT

- A. The equipment used for the earthwork will be of the Contractor's option. The equipment used shall have sufficient capabilities to produce a product meeting the desired final performance of the product.

2.02 MATERIALS

- A. The material used for the embankments shall be ML, CL, MH, or CH soils as determined in accordance with the Unified Soil Classification System (USCS). This material shall include existing soil from the construction site and soil from borrow sites. The material shall be clean, natural soil void of topsoil or other

Earthwork for Basin Embankments
02300-1

deleterious materials such as vegetation, roots, or other debris. The maximum size rock allowed in the material shall be 4-inches in diameter.

PART 3 - EXECUTION

3.01 SUBGRADE PREPARATION

- A. Areas to receive fill of overlying constructed materials shall be compacted by sheepsfoot to a minimum of 95 percent standard Proctor density. The surface layers of the subgrade shall be void of topsoil or deleterious material such as vegetation, roots, or other debris.
- B. Compaction of the subgrade shall be tested by the Engineer using a nuclear density meter a minimum of nine tests per acre, if practical, otherwise a proof roll as described in D below will suffice.
- C. The Contractor shall notify the Engineer prior to placement of fill material over the subgrade. The Engineer or his representative shall visually inspect the exposed surface to evaluate the suitability of the subgrade and ensure that the surface is properly compacted, smooth, uniform, and has positive surface drainage.
- D. The soil subgrade shall be proof-rolled in the presence of the Engineer or his representative using a minimum 100,000-pound loaded four tire scraper (20 cubic yards in size), or an equivalent procedure and equipment.
- E. The Contractor shall remove any areas of the subgrade deemed to be soft or contain organic materials. These areas shall be over-excavated to suitable material as approved by the Engineer or his representative. The excavated area shall be brought up to grade using compacted fill and retested.

3.02 EMBANKMENTS

- A. The maximum standard dry density (ASTM D698) of at least two distinct samples of the soils to be used for embankment construction shall be determined by the Contractor and reported to the Engineer.
- B. Earthen embankments shall have side slopes not steeper than 3:1 (horizontal to vertical).
- C. Verify areas to be backfilled are free of debris, snow, ice, or water, and ground surfaces are not frozen.
- D. Backfill areas to contours and elevations. Use materials that are not frozen. The Contractor shall keep the foundation and subgrade free from water or unacceptable materials after the fill operations have started.

Earthwork for Basin Embankments
02300-2

- E. Backfill systematically to allow minimum time for natural settlement. Do not backfill over porous, wet, or spongy subgrade surfaces.
- F. Place and compact soil fill materials in continuous layers not exceeding eight (8) inches loose depth. Compact soil fill materials to 95 percent of maximum dry density.
- G. Field density tests shall be performed by the Contractor on each lift. Field density tests shall conform to ASTM D1556 (Sand Cone Method) or ASTM D (Nuclear Density Method). All test results shall be documented, and a copy of the results provided to the Engineer. Areas that fail to meet the requirements shall be reworked as necessary to meet the requirements and then tested again. This process shall be repeated until the compaction requirements are met. Tests shall be performed on each 400 square feet of surface area and on each lift of the surface area.
- H. Maintain optimum moisture content of backfill material to attain required compaction density as specified.
- I. Backfill shall not be placed against or on structures until they have attained sufficient strength to support all loads
- J. Anti-seep collars shall be installed when the spillway barrel passes through the embankment. Anti-seep collars shall be provided on all conduits through earthen embankments, foundations, and abutments.
- K. Slope grade away from structures a minimum of two (2) percent, unless noted otherwise.
- L. Remove surplus excavation materials from project site.
- M. Earthen embankments shall be immediately stabilized with temporary or permanent vegetation.
- N. For embankments of 5 feet or less, the minimum top width shall be 5 feet. For embankments of over 5 feet, the minimum top width shall be 12 feet.
- O. For embankments of 5 feet or less in height, the embankment shall be used as an emergency spillway and the downstream slope shall be 5H:1V or flatter. In addition, the downstream slope of the embankment shall be immediately protected with rock riprap.
- P. For embankments greater than 5 feet in height, the emergency spillway channel shall be located so that it will not be constructed over fill material.

Earthwork for Basin Embankments
02300-3

3.03 TOLERANCES

- A. Bottom of Excavation: Plus or minus one-tenth (0.1) foot.

- END OF SECTION -

SECTION 02310

ROUGH GRADING AND CLEAN-UP

PART 1 - GENERAL

1.01 SUMMARY

- A. Remove topsoil and stockpile for later reuse.
- B. Excavate subsoil and stockpile for later reuse as directed in Section 02316, Excavating, Backfilling, and Compacting for Utilities
- C. Grade and rough contour site.
- D. Rough (preliminary) Clean-up
On a daily basis, maintain the work area free from accumulations of waste, debris, excess rock and excavated material, downed trees and brush resulting from line installation operations. Repair fences directly following backfilling of trench. Generally, restore contours as directed by Engineer.
- E. Final Clean-up
Fully restore contours, seed or sod, fertilize, and straw mulch as directed by Engineer. Restore property to original condition.

1.02 RELATED SECTIONS

- A. Section 02410 - Rock Removal
- B. Section 02315 - Excavation
- C. Section 02316 - Excavating, Backfilling, and Compacting for Utilities

1.03 PROTECTION

- A. Protect trees and other features remaining as portion of final landscaping.
- B. Protect benchmarks, existing structures, fences, roads, sidewalks, and other features not designated for demolition.
- C. Protect above or below grade utilities which are to remain.
- D. Contractor shall be responsible for repairing any damage to those items not designated for demolition or removal in a manner satisfactory to the Owner at no additional cost to the Owner.

Rough Grading and Clean-up
02310-1

PART 2 - PRODUCTS

2.01 MATERIALS

A. Topsoil

Topsoil shall be fertile, natural soil, typical of the locality, free from large stones, roots, sticks, peat, weeds, and sod, and obtained from naturally well-drained areas. It shall not be excessively acid or alkaline nor contain other toxic material harmful to plant growth. Topsoil stockpiled under other sections or divisions may be used, but the Contractor shall furnish additional topsoil at his own expense, if required.

B. Subsoil

Subsoil shall be excavated material, graded free of lumps larger than 12 inches, rocks larger than 12 inches, and debris.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Identify known below grade utilities. Stake and flag locations.
- C. Identify and flag above grade utilities.
- D. Maintain and protect existing utilities remaining which pass through work area.
- E. Upon discovery of unknown utility or concealed conditions, discontinue affected work; notify Engineer.

3.02 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, and stockpile in area designated on site by the Engineer.
- B. Do not excavate wet topsoil.
- C. Stockpile topsoil to depth not exceeding eight (8) feet.

3.03 SUBSOIL EXCAVATION

- A. Excavate subsoil from indicated areas and stockpile in area designated on site. Excess subsoil may be reused according to Section 02316, Excavating, Backfilling, and Compacting for Utilities.
- B. Do not excavate wet subsoil.
- C. Stockpile subsoil to depth not exceeding eight (8) feet.
- D. When excavation through roots is necessary, perform work by hand and cut roots with a sharp axe.

3.04 TOLERANCES

Top Surface of Subgrade: Plus or minus three (3) inches.

- END OF SECTION -

SECTION 02311
LANDSCAPE GRADING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Finish grade subsoil.
- B. Place, level, and compact topsoil.

1.02 RELATED SECTIONS

- A. Section 02300 – Earthwork for Basin Embankments
- B. Section 02920 – Seeding and Sodding

1.03 PROTECTION

- A. Protect landscaping and other features remaining as final work.
- B. Protect existing structures, fences, roads, and paving.

PART 2 - PRODUCTS

2.01 MATERIALS

Topsoil: Reused.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify site conditions and note irregularities affecting work of this Section.
- B. Beginning work of this Section means acceptance of existing conditions.

3.02 SUBSOIL PREPARATION

- A. Eliminate uneven areas and low spots. Remove debris, roots, branches, stones, in excess of 1 inch in size. Remove subsoil contaminated with petroleum products.

Landscape Grading
02311-1

- B. Scarify subgrade to depth of 3 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

3.03 PLACING TOPSOIL

- A. Place topsoil in areas where seeding is scheduled.
- B. Use topsoil in relatively dry state. Place during dry weather.
- C. Fine grade topsoil eliminating rough or low areas. Maintain levels, profiles, and contours of subgrade.
- D. Remove stone, roots, grass, weeds, debris, and foreign material while spreading.
- E. Manually spread topsoil around structures to prevent damage.
- F. Roll placed topsoil.
- G. Leave stockpile area and site clean and raked, ready to receive landscaping.

3.04 TOLERANCES

Top of Topsoil: Plus or minus 1 inch.

3.05 SCHEDULE OF LOCATIONS

- A. The following paragraph identifies compacted topsoil thicknesses for various locations.
- B. Seeded Grass: 6 inches minimum.

- END OF SECTION -

SECTION 02315

EXCAVATION

PART 1 - GENERAL

1.01 SUMMARY

- A. The Contractor shall furnish all labor, materials, and equipment necessary for the unclassified excavation as shown on the Drawings.

1.02 RELATED SECTIONS

- A Section 02300 – Earthwork for Basin Embankments
- B. Section 02410 - Rock Removal
- C. Section 02316 - Excavating, Backfilling, and Compacting for Utilities

1.03 SAFETY

- A. Conform to all federal, state, and local codes and regulations regarding safety.
- B. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation. Trench boxes shall meet OSHA standards.
- C. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases.
- D. Notify Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- E. Protect bottom of excavations and soil adjacent to and beneath foundations from frost.
- F. Grade excavation top perimeter to prevent surface water run-off into excavation.
- G. Contractor shall provide ample means and devices with which to intercept any water entering the excavation area.

1.04 ROCK EXCAVATION

Rock removal shall be in accordance with Section 02410.

Excavation
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PART 2 - PRODUCTS

2.01 MATERIALS

A. Subsoil

Excavated material, graded free of lumps larger than 12 inches, rocks larger than 12 inches, and debris.

B. Pea Gravel

Mineral aggregate grader $\frac{1}{4}$ inch to $\frac{5}{8}$ inch, free of soil, subsoil, clay, shale, or foreign matter.

PART 3 - EXECUTION

3.01 CLASSIFICATION

- A. Without regard to the materials encountered, all trenching, roadway and drainage excavation is unclassified, and the Owner will consider it Unclassified Excavation. Any reference to rock, earth, or any other material on the Drawings or cross sections, whether in numbers, words, letters, or lines, is solely for the Owner's information and is not an indication of classified excavation or the quantity of either rock, earth, or any other material involved. The Bidder must draw his own conclusions as to the conditions to be encountered. The Owner does not give any guarantee as to the accuracy of the data and will not consider any claim for additional compensation when the materials encountered are not in accord with the classification shown.

3.02 PREPARATION

Identify required lines, levels, contours, and datum.

3.03 EXCAVATION

- A. All unclassified excavation shall be done in accordance with Section 204 – Roadway and Drainage Excavation in the Kentucky Transportation Cabinet's *Standard Specifications for Road and Bridge Construction*, Latest Edition.
- B. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees that receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

Excavation
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- C. Before excavation and grading is commenced for buildings, structures, roads, parking areas, or other work described hereinafter or before material is removed from borrow pits, the topsoil shall be removed from the areas affected and stockpiled.
- D. Excavate subsoil required for construction operations and other work.
- E. Contractor is responsible to adequately brace open cuts and protect workmen and equipment from cave-in, in accordance with all federal, state, and local regulations.
- F. Remove lumped subsoil, boulders, and rock up to 1/3 cu. yd., measured by volume.
- G. Correct unauthorized excavation at no cost to Owner.
- H. Fill over-excavated areas under structure bearing surfaces in accordance with Section 02316 – Excavating, Backfilling, and Compacting for Utilities or as directed by Engineer.
- I. Stockpile excavated material in area designated on site.

3.04 DEWATERING

- A. The Contractor, at his own expense, shall provide adequate facilities for promptly and continuously removing water from all excavation. Additionally, no additional payment will be made for dewatering associated with leakage from any existing facilities during the construction.
- B. To ensure proper conditions at all times during construction, the Contractor shall provide and maintain ample means and devices (including spare units kept ready for immediate use in case of breakdowns) with which to remove promptly and dispose properly of all water entering trenches and other excavations. Such excavation shall be kept dry until the structures, pipes, and appurtenances to be built therein have been completed to such extent that they will not be floated or otherwise damaged.
- C. All water pumped or drained from the work shall be disposed of in a suitable manner without undue interference with other work, damage to pavements, other surfaces, or property. Suitable temporary pipes, flumes, or channels shall be provided for water that may flow along or across the site of the work.
- D. If necessary, the Contractor shall dewater the excavations by means of an efficient drainage wellpoint system which will drain the soil and prevent saturated soil from flowing into the excavation. The wellpoints shall be designed especially for this type of service. The pumping unit shall be designed

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for use with the wellpoints, and shall be capable of maintaining a high vacuum and of handling large volumes of air and water at the same time.

- E. The installation of the wellpoints and pump shall be done under the supervision of a competent representative of the manufacturer. The Contractor shall do all special work such as surrounding the wellpoints with sand or gravel or other work which is necessary for the wellpoint system to operate for the successful dewatering of the excavation.

3.05 UNAUTHORIZED EXCAVATION

If the bottom of any excavation is taken out beyond the limits indicated or prescribed, the resulting void shall be backfilled at the Contractor's expense with thoroughly compacted crushed stone in accordance with Section 02376, or with 4000 psi concrete, if the excavation was for a structure.

3.06 EXCAVATION / DISPOSAL OF UNSUITABLE MATERIAL

- A. If material unsuitable for foundation (in the opinion of the Engineer) is found at or below the grade to which excavation would normally be carried in accordance with the drawings and/or specifications, the Contractor shall remove such material to the required width and depth and replace it with thoroughly compacted, screened gravel, select bank-run gravel, fine aggregate, or concrete as directed.
- B. No excavated materials shall be removed from the site of the work or disposed of by the Contractor except as directed or permitted.
- C. Surplus excavated materials suitable for backfill shall be used to backfill normal excavations in rock or to replace other materials unacceptable for use as backfill; shall be neatly deposited and graded so as to make or widen fills, flatten side slopes, or fill depressions. All work shall be as directed or permitted and without additional compensation.
- D. Surplus excavated materials not needed as specified above shall be hauled away and dumped by the Contractor, at his expense, at appropriate locations, and in accordance with arrangements made by him.

3.07 EXCESS MATERIAL

Disposal of excess material shall be the responsibility of the Contractor. The Contractor shall determine the best method and area for disposal and obtain all permits and required permission. Disposal on site will not be permitted unless specifically indicated on the Drawings.

3.08 EXISTING UTILITIES AND OTHER OBSTRUCTIONS

Prior to the commencement of construction on the project, the Contractor shall contact the Owner and utility companies whose lines, above and below ground, may be affected during construction and verify the locations of the utilities as shown on the drawings. The Contractor shall ascertain from said parties if he will be allowed to displace or alter, by necessity, those lines encountered or replace those lines disturbed by accident during construction, or if the parties themselves are only permitted by policy to perform such work. If the Contractor is permitted to perform such work, he shall leave the lines in as good condition as were originally encountered and complete the work as quickly as possible. All such lines or underground structures damaged or molested in the construction shall be replaced at the Contractor's expense, unless in the opinion of the Engineer, such damage was caused through no fault of the Contractor.

- END OF SECTION -

SECTION 02316

EXCAVATING, BACKFILLING, AND COMPACTING FOR UTILITIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Excavating of trenches.
- B. Bedding of pipe.
- C. Backfilling trenches.
- D. Installing Identification Tape.

1.02 RELATED SECTIONS

- A. Section 02250 – Shoring and Underpinning
- B. Section 02410 – Rock Removal
- C. Section 02632 – Stormwater Pipe

PART 2 - PRODUCTS

2.01 BEDDING AND BACKFILLING STONE

- A. Crushed Stone material shall conform to the Kentucky Transportation Cabinet Standard Specifications, latest edition.
- B. Bedding Stone: No. 9 Crushed Stone.
- C. Backfill Stone: No. 9 Crushed Stone.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Trenching may be accomplished by means of a backhoe, trenching machine or by hand depending on the construction area. At the Contractor's option, trenching by a trenching machine or by backhoe is acceptable except as noted below:
 - 1. Where the pipeline parallels a state highway and is being installed within the limits of the shoulder, a trenching machine must be used whenever practicable.

Excavating, Backfilling, and Compacting for Utilities
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2. Where trenching close to other utilities, structures, building, or large trees, and it is reasonable to anticipate possible damage from the use of a trenching machine, then trenching shall be made by hand methods.

B. Clearing

All trees, stumps, bushes, shrubbery, and abandoned concrete or masonry structures within the limits of the trench shall be removed by the Contractor and disposed of in a manner satisfactory to the land owner and in accordance with federal, state, and local regulations. All clearing work shall be considered as incidental to the cost of laying pipe.

C. Bracing and Sheeting

In areas of unstable soils, bracing and sheeting shall be provided to adequately protect the workers during pipeline installation.

1. All requirements of the Occupational Safety and Health Act (OSHA) shall be met during trenching and backfill operations.
2. When sheeting and bracing are required, the trench width shall not be less than specified herein. As backfill is placed, the sheeting shall be withdrawn in increments not exceeding one (1) foot and the void left by the withdrawn sheeting shall be filled and compacted.
3. The Engineer will not be responsible for determining requirements for bracing or sheeting.

D. Excavated materials shall be piled in a manner that will not endanger the Work and will avoid obstructing driveways and sidewalks. Gutters shall be kept clear or other satisfactory provisions made for street drainage.

E. No more than 300 feet of trench shall be opened at any time in advance of the pipe, nor shall more than 25 feet be left unfilled overnight.

F. All trenches located within the right-of-way are to be covered at the end of each workday.

3.02 TRENCHING

A. General

1. The Contractor shall perform all excavation of every description and of whatever substances encountered, including clearing over the pipe line route. All excavations for the pipeline shall be open-cut except at paved city and county roads, state and federal highways, railroads and blacktop or concrete driveways which shall be bored unless otherwise approved by Engineer. Banks of excavations shall be kept as nearly vertical as possible.

B. Trench Width

1. Trench widths shall be in accordance with LFUCG Standard Drawings.
2. Contractor shall submit a shop drawing that includes a certification from the pipe manufacturer stating the recommended trench width for each pipe size and material being used.

C. Trench Depth:

1. The trench shall be excavated to a minimum of six (6) inches below pipe grade as noted on LFUCG Standard Drawings.

3.03 BLASTING AND EXPLOSIVES

- A. If rock removal by blasting methods is approved for use by the Owner and Engineer, blasting must comply with Federal, State, and Local Regulations and National Codes on the purchase, transportation, storage, and use of explosive material. Codes include, but are not limited to the following:

1. Storage, security, and accountability: Bureau of Alcohol, Tobacco, and Firearms (BATF): 27 CFR Part 181.
2. Shipment: DOT, 49 CFR Parts 171-179, 390-397.
3. Safety and Health: OSHA 29 CFR Part 1926, Subpart U.
4. Transportation and Storage: NFPA 495, Chapters 3 through 6.
5. Kentucky Department of Mines and Minerals code for explosive disintegration of rock.

- B. The Contractor must complete the following before explosives are brought to site:

1. Obtain all required permits from authorities having jurisdiction, with copies to Owner.
2. Obtain Blasting and Liability insurance in accordance with Kentucky Excavating, Backfilling, and Compacting for Utilities

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Department of Highway requirements. A copy of the Declaration of Insurance shall be provided to the Owner.

3. Complete preblast survey with signed copy to Owner.
 4. The Contractor shall submit a blasting plan prepared by a licensed blaster to the Owner and Engineer.
- C. No explosives shall be used within 20 feet of:
1. Building and/or structures existing, constructed, or under construction.
 2. Underground and/or overhead utilities whether existing or partially constructed.
- D. Permission for any deviation from the restriction set forth above shall be secured from the Engineer; in writing; however, permission for any such deviations shall not relieve the Contractor from any responsibility in the event of damage to buildings, structures, or utilities.
- E. All operations involving explosives shall be conducted with all possible care to avoid injury to persons and property. Blasting shall be done only with such quantities and strengths of explosives and in such a manner as will break the rock approximately to the intended lines and grades and yet will leave rock not to be excavated in an unshattered condition. Care shall be taken to avoid excessive cracking of the rock upon or against which any structure will be built, to prevent injury to existing pipes or other structures and property above or below ground. Rock shall be well covered with logs or mats, or both, where required. Sufficient warning shall be given to all persons in the vicinity of the work before a charge is exploded.
- F. The Contractor shall be solely responsible for his blasting operations. The Contractor shall not hold the Owner and/or Engineer liable for any damages resulting from his blasting operations on this project. Furthermore, the Contractor shall, at his expense, repair any damage to any structure, resulting from his blasting operations.
- G. Preblast Survey
1. A preblast survey is to be of such quality to determine whether blasting operations damaged structures. Preblast survey shall utilize video, still images and report forms to document each structure. Video with audible description of observations shall be used to observe general conditions of each structure and to note specific damage that exists to structure prior to blasting. Still images shall be utilized to supplement video as needed to document specific conditions of each structure. Report form shall

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document date of survey, and who was present during survey. Forms shall also be utilized to supplement video as to the conditions of structures. Existing damage such as cracked foundations, brick facade, and etc. shall have reference object such as a scale in image or video. Audio commentary of cracked foundations, brick facades, etc. shall denote width of cracks. The Contractor shall submit three copies of video, still images, and pdf copies of report forms on CD's.

2. A preblast survey is required for all structures and utilities within a 500-foot radius of the blasting area.
3. At least thirty (30) days before initiation of blasting, the Contractor shall notify, in writing, all residents or owners of dwellings or other structures located within 500 feet of the blasting area advising that they will have a preblast survey performed. Contractor to maintain records of notifications and responses to be submitted to the Engineer.

D. Refer to Section 02220 for blasting requirements related to utilities.

3.04 STORM PIPE BEDDING

A. Refer to LFUCG Standard Drawings.

3.05 STORM PIPE BACKFILLING

A. Refer to LFUCG Standard Drawings.

- END OF SECTION -

SECTION 02370

EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, and equipment required for installing, maintaining, amending, and removing temporary soil erosion, sediment, and pollutant controls as shown in the Erosion and Sediment Control Plan or Stormwater Pollution Prevention Plan (hereinafter referred to generally as the SWPPP) and as specified herein and as required by the LFUCG Land Disturbance Permit, Chapter 16-Article X, Division 5 of the LFUCG Code of Ordinances, and the KPDES General Permit for Stormwater Discharges Associated with Construction Activities (KYR10).
- B. The Contractor shall take all site management measures necessary to minimize erosion and contain sediment, construction materials (including excavation and backfill), and pollutants (such as chemicals, fuels, lubricants, bitumen, raw sewage, and other harmful waste) on the site, and prevent them from being discharged offsite or into or alongside any body of water or into natural or man-made conveyances leading thereto.
- C. The Contractor shall at all times minimize land disturbance and the period of time that the disturbed area is exposed without stabilization practices. In “critical areas” (within 25 feet of a perennial or intermittent stream, wetland, sinkhole, inlet or other waterbody) erosion prevention measures such as working during dry periods, use of sediment controls, and use of erosion control mats/blankets, mulch, or straw blown in and stabilized with tackifiers or by treading, etc. shall be implemented on disturbed areas within 24 hours or “as soon as practical” after completion of disturbance/grading or following cessation of activities.
- D. Temporary erosion controls include, but are not limited to sodding, mulching, seeding, providing erosion control blankets and turf reinforcement mats on all disturbed surfaces including waste area surfaces and stockpile and borrow area surfaces; covering small disturbed areas with tarps or other materials; scheduling work to minimize erosion; and providing diversion or interceptor ditches to minimize the discharge of sediment.
- E. Temporary sedimentation controls include, but are not limited to, silt fences, rock check dams, berms, traps, barriers, fiber logs, storm drain inlet filters, and appurtenances on sloped surfaces to minimize the discharge of sediment.

- F. Contractor is responsible for providing and maintaining effective temporary erosion and sediment control measures prior to and during construction or until final controls become effective and the site is stabilized in accordance with state and local requirements.
- G. Prior to construction, the Contractor shall obtain an LFUCG Land Disturbance Permit and shall obtain coverage under the KPDES General Permit for Stormwater Discharges Associated with Construction Activities (KYR10) (see Article 3.24 in this Section) if required. The Contractor shall be responsible for placement of pollutant, erosion, and sedimentation controls as shown in the Stormwater Pollution Prevention Plan (SWPPP) prior to excavation, fill, or grade work. If during the course of construction, the state and/or LFUCG determine additional controls are required, the Contractor shall furnish, install, and maintain additional seeding, mulch, blankets, sediment barriers, diversion or other ditches, and/or other controls as necessary to control pollution, erosion, and sedimentation to the satisfaction of the regulatory agency.
- H. The Contractor shall inspect and repair all erosion and sedimentation controls as follows:
 - 1. At least once every seven (7) calendar days, and
 - 2. Within 24 hours after any storm event of 0.5 inch or greater.
- I. Final stabilization practices on those portions of the project where land disturbance activities have permanently ceased shall be initiated within fourteen (14) days of the date of cessation of land disturbance activities. Temporary stabilization for those portions of the project where land disturbance has temporarily ceased (e.g., temporary seeding, mulching, etc.) shall be initiated within fourteen (14) days of the date of cessation of land disturbance activities.
- J. Erosion and Sediment Control prevention measures shall be installed prior to removal of vegetation, grading, and/or stripping of topsoil. The Contractor is responsible for preparing and submitting the Kentucky Division of Water Notice of Intent and attachments and obtaining state permit approval, if applicable, prior to the beginning of any construction activities.

1.02 PERMITS AND NOTIFICATION REQUIREMENTS

- A. The Contractor is responsible to submit a Stormwater Pollution Prevention Plan (SWPPP) for inclusion with permit applications. The Contractor may elect one of the following options to meet this requirement:
 - 1. Utilize the SWPPP (which includes the Erosion and Sediment Control Plan) provided in the Construction Drawings and prepared by the Owner's Engineer

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as a basis for an updated SWPPP, and take sole responsibility for updating and implementing the SWPPP, or

2. Provide a SWPPP, including an Erosion and Sediment Control Plan, prepared by a professional engineer licensed in the Commonwealth of Kentucky, meeting all of the requirements of KYR10, Chapter 11 of the LFUCG Stormwater Manual, and Chapter 16-Article X, Division 5 of the LFUCG Code of Ordinances.
- B. If applicable (i.e., for projects with a disturbed area of one acre or more), the Contractor shall submit a KPDES Notice of Intent specifically for Construction Activities (NOI-SWCA) and receive notification of coverage before beginning any site disturbance, and shall implement erosion, sediment, and pollution control measures as may be required by state, local and federal agencies. Contractor shall submit a signed Notice of Intent form and required attachments to the Division of Water at least seven (7) days prior to beginning of construction activity. See Article 3.24 in this Section for detailed requirements.
 - C. A Land Disturbance Permit shall be obtained from the Lexington-Fayette Urban County Government Division of Engineering. See Article 3.25 in this Section for detailed requirements.
 - D. The Contractor shall comply with all additional requirements of LFUCG. It is the Contractor's responsibility to provide evidence to the Owner that all permits, including those associated with construction across or along a stream channel, if applicable, have been obtained prior to initiation of construction. Some permits are obtained during the design phase of the project. Typically, they should be included in the contract documents.

1.03 RELATED WORK

- A. Section 02371 – Stormwater Pollution Prevention Plan (SWPPP)
- B. Section 02378 – Stream Crossings, Streambank Restoration, and Stream Buffer Restoration

PART 2 – PRODUCTS

2.01 MULCH

- A. Mulch or erosion control blankets / turf reinforcement mats (see Section 2.08) shall be used as a soil stabilization measure for any disturbed area inactive (i.e., not undergoing grading or excavation) for 14 days or longer. Areas requiring stabilization during December through February shall receive only mulch held in

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place with bituminous material. Mulching, blankets, or mats shall be used whenever permanent or temporary seeding is used. The anchoring of mulch, blankets, and mats shall be in accordance with the Construction Drawings except all mulch placed in December through February shall be anchored with bituminous materials regardless of the slope. Permanent mulches or mats shall be used in conjunction with planting trees, shrubs, and other ground covers that do not provide adequate soil stabilization.

- B. Straw shall come from wheat, rye, or barley and may be spread by hand or machine. Straw shall be anchored. Straw shall be applied at two tons per acre or 90 pounds per 1,000 square feet. Straw shall be free from weeds and coarse matter.
- C. Wood chips are appropriate for areas with less than five percent slopes, and do not require tacking. Wood chips shall be applied at 270 cubic yards per acre or 6 cubic yards per 1,000 square feet and approximately 2 inches deep. Wood chips shall be treated with 20 pounds of nitrogen per acre or shall be treated with 12 pounds slow-release nitrogen per ton to prevent nutrient deficiency in plants.
- D. Bark chips or shredded bark are appropriate for areas with less than five percent slopes, and shall be applied at 70 cubic yards per acre or 1.5 to 2 cubic yards per 1,000 square feet and about one-half inch thick. Bark does not require additional nitrogen fertilizer.
- E. Manufacturer's recommendations shall be followed during application of manufactured wood fiber and recycled paper sold as mulch materials applied in a hydroseeder slurry with binders/tackifiers. Recycled paper (newsprint) or wood fiber shall be mixed at 50 pounds per 100 gallons of water and applied according to manufacturer's recommendations and model of hydroseeder in use.
- F. Liquid mulch binders/tackifiers shall be applied according to manufacturer's recommendations. Chemical soil stabilizers or soil binders/tackifiers/emulsions shall not be used alone. Recommended buffer distances between applied products and waterbodies shall be strictly followed.
- G. Gravel or stone aggregate may be used in relatively small areas when incorporated into an overall landscaping plan. Before the gravel or crushed stone is applied, it shall be washed.

2.02 TEMPORARY SEED

- A. Temporary seeding shall be used for soil stabilization when grades are not ready for permanent seeding, except during December through February. The seed shall be applied within 14 days after grading has stopped. Only rye grain or annual rye grass seed shall be used for temporary seeding.

2.03 PERMANENT SEED

- A. Permanent seeding shall be applied within 14 days after final grade has been reached, except during December through February. Permanent seeding shall also be applied on any areas that will not be disturbed again for a year even if final grades have not been reached. The use of mulch and erosion control blanket or turf reinforcement matting with permanent seeding shall be in accordance with applicable sections of this Specification. "Seed mats" may be used for permanent seeding in accordance with manufacturers' recommendations.
- B. Permanent seeding shall be used on disturbed areas where permanent, long-lived vegetative cover is needed to stabilize the soil and on rough graded areas that will not be brought to final grade for one year or more.
- C. The area to be seeded shall be protected from excess run-on and runoff as necessary with diversions, grassed waterways, terraces, or sediment ponds.
- D. Contractor shall use the following Permanent Seed Mix, with the following exceptions:
- If a property owner landscaping agreement differs from this specification, the property owner landscaping agreement shall be followed on that property, or
 - The area to be seeded is within 25 feet of a stream bank, in which case Contractor shall follow the seed mix provided in Section 02378, or
 - The Construction Drawings identify a different seed mix.

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

Common Name	%	lbs per 1,000 sq. ft.
Tall Fescue (turf type)	75	3.75
Annual Rye	15	0.75
Bluegrass	10	0.50
TOTAL	100%	5

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

- G. Soil material shall be capable of supporting permanent vegetation and have at least 25 percent silt and clay to provide an adequate amount of moisture holding capacity. An excessive amount of sand will not consistently provide sufficient moisture for good growth regardless of other soil factors.
- H. Fertilizer shall be applied at a rate determined by a soil test obtained by the Contractor. Fertilizer shall not be applied within 50 feet of a stream or other waterbody. Lime shall be applied at a rate of 100 pounds per 1,000 square feet or two tons per acre of agricultural ground limestone, unless soil test results indicate differently.

2.04 SOD

- A. Sod shall be used for disturbed areas that require immediate vegetative cover, *e.g.*, the area surrounding a drop inlet in a grassed waterway, the design flow perimeter of a grassed waterway that will convey flow before vegetation can be established, and the inlet of a culvert. Sod may be installed throughout the year. "Seed mats" and seed with geotextiles may be used in place of sod when done in accordance with manufacturers' recommendations.
- B. Contractor shall use tall fescue sod, unless another species is specified in the Construction Drawings or unless the property owner landscaping agreement differs from this specification.
- C. Sod shall not be used to provide erosion control and prevent soil slippage on a soil that is not stable due to its structure, water movement, or excessive slope.
- D. Sod shall be installed within 48 hours of digging and removal from the field. Sod should not be used on slopes steeper than 2H:1V. If it is to be mowed, installation should be on slopes no greater than 3H:1V.
- E. Soil material shall be capable of supporting permanent vegetation and shall consist of at least 25 percent silt and clay to provide an adequate amount of moisture holding capacity. An excessive amount of sand will not consistently provide sufficient moisture for the sod regardless of other soil factors.
- F. Fertilizer shall be applied at a rate determined by a soil test obtained by the Contractor. Fertilizer shall not be applied within 50 feet of a stream or other waterbody. Lime shall be applied at a rate of 100 pounds per 1,000 square feet or two tons per acre of agricultural ground limestone, unless soil test results indicate differently.
- G. The sod shall consist of strips of live, vigorously growing grasses. The sod shall be free of noxious and secondary noxious weeds and shall be obtained from good, solid,

thick-growing stands. The sod shall be cut and transferred to the job in the largest continuous pieces that will hold together and are practical to handle.

- H. The sod shall be cut with smooth clean edges and square ends to facilitate laying and fitting. The sod shall be cut to a uniform thickness of not less than three-fourth inch measured from the crown of the plants to the bottom of the sod strips for all grasses except bluegrass. Bluegrass sod shall be cut to a uniform thickness of not less than one and one-half inches.
- I. The sod shall be mowed to a height of not less than two inches and no more than four inches prior to cutting.
- J. The sod shall be kept moist and covered during hauling and preparation for placement on the sod bed.
- K. Sod shall be kept watered after installation until the project is considered substantially complete.

2.05 ROAD/PARKING STABILIZATION

- A. Gravel or paved material shall be used to stabilize permanent roads or parking areas or roads or parking areas used repeatedly by construction traffic. Stabilization shall be accomplished within 14 days of grading or initiation of use for construction traffic. Unstabilized roads are not acceptable except in instances where the road will be used less than one month.
- B. Road/parking stabilization shall be used wherever roads or parking areas are constructed, whether permanent or temporary, for use by construction traffic.
- C. Stabilization shall be accomplished with a minimum depth of six inches of crushed stone. Stabilized construction roadbeds shall be at least 14 feet wide for one-way traffic and at least 20 feet wide for two-way traffic.
- D. Temporary roads shall follow the contour of the natural terrain to the extent possible. Slopes shall not exceed 10 percent.
- E. Temporary parking areas shall be located on naturally flat areas to minimize grading. Grades shall be sufficient to provide drainage but shall not exceed 4 percent.
- F. All cuts and fills shall be 2H:1V or flatter.
- G. Drainage ditches shall be provided as needed.

- H. Crushed stone shall be KYTC aggregate No. 2 (1.5 to 3 inches in diameter), or equivalent.

2.06 CONSTRUCTION ENTRANCE

- A. A stabilized construction entrance shall be constructed wherever vehicles are leaving a construction site to enter a public road or at any unpaved entrance/exit location where there is a risk of transporting mud or sediment onto paved roads. A construction entrance shall be constructed at the beginning of the project before construction traffic begins to enter and exit the site.
- B. A stabilized construction entrance shall be constructed of crushed stone a minimum of 6 inches thick laid over geotextile (filter fabric).
- C. The width shall be at least 20 feet. At sites where traffic volume is high, the entrance shall be wide enough for two vehicles to pass safely. The length shall be at least 50 feet, and where practical, shall be extended to 100 feet. The entrance shall be flared where it meets the existing road to provide a turning radius.
- D. Stormwater and wash water runoff from a stabilized construction entrance shall drain to a sediment trap or sediment pond. If conditions on the site are such that the majority of the mud is not removed by the vehicles traveling over the gravel, then the tires of the vehicles shall be washed before entering a public road.
- E. Pipe placed under the entrance to handle runoff shall be protected with a mountable berm.
- F. Dust control shall be provided in accordance with the applicable sections of this Specification.
- G. Crushed stone shall be KYTC aggregate No. 2 (1.5 to 3 inches in diameter), or equivalent.
- H. Geotextile filter fabric shall be KYTC Type III.

2.07 DUST CONTROL

- A. Dust control measures shall be implemented on the site.
- B. Construction activities shall be phased to minimize the total area unstabilized at any given time, thereby reducing erosion due to air and water movement.
- C. Construction roads shall be watered as needed to minimize dust.

- D. Existing trees, shrubs, and ground cover shall be retained as long as possible during the construction. Initial land clearing should be conducted only in those areas to be regraded or where construction is to occur. Areas to be cleared only for new vegetation or landscaping shall be stabilized with seed and mulch immediately following clearing.
- E. Vegetative cover is the most effective means of dust and erosion control, when appropriate. See sections on Temporary Seed, Permanent Seed, Mulch, and Sod of this Specification.
- F. When areas have been regraded and brought to final grade, they shall be stabilized using temporary or permanent seed and mulch or other measures.
- G. Mulch with mulch binders may be used as an interim dust control measure in areas where vegetation may not be appropriate.
- H. See sections on Temporary Seed, Permanent Seed, Sod, Mulch, Road/Parking Stabilization, and Construction Entrance of this Specification.

2.08 EROSION CONTROL BLANKETS AND TURF REINFORCEMENT MATS

- A. Mulch netting, erosion control blankets (ECBs), or turf reinforcement matting (TRM) shall be used on sloping areas as indicated in the Construction Drawings. Mats or nets and permanent seeding may be used as an alternate to sod for culvert entrances and grassed waterways when selected and installed in accordance with manufacturer's recommendations. TRMs shall be used at the water line to control toe erosion along stream banks and wave action in wet ponds. Erosion control blankets may be used to stabilize small ditches and swales and on recently planted slopes to protect seedlings until they become established.
- B. Effective ECB and TRM installation shall require firm, continuous contact between the materials and the soil. If there is no contact, the material will not hold the soil and erosion will occur underneath the material.
- C. ECBs or TRMs shall be used in critical areas such as banks along waterways where concentrated flows are expected. Manufacturer's specifications shall be followed.
- D. ECBs, TRMs, and netting shall be suitable for their intended purpose and shall be used as indicated in the Construction Drawings.
- E. The ECB shall have a minimum useful life span of two (2) years. The material shall consist of interlocking, curled wood fibers and be capable of withstanding shear stresses up to 2.25 pounds per square foot and a velocity of nine (9) feet per second. The acceptable ECB shall be Curlex II as manufactured by American Excelsior Company or approved equal.

F. Product Documentation

The manufacturer shall provide the Engineer or other designated party with the QA/QC certifications for each shipment of ECB/TRM. The certification shall be signed by a responsible party employed by the manufacturer such as the QA/QC Manager, Production Manager, or Technical Services Manager. The QA/QC certifications shall include:

- a. ECB/TRM lot and roll numbers (with corresponding shipping information)
- b. Manufacturer's test data for raw materials used in the production
- c. Manufacturer's test data for finished production.

G. Product Labeling

- a. Prior to shipment, the Manufacturer shall affix a label to each roll identifying the following characteristics:
- b. Product identification information (manufacturer name and address, brand name, product code)
- c. Lot number and roll number
- d. Roll length and width
- e. Total roll weight.

H. Packaging

1. The ECB/TRM shall be wound around a cardboard core to facilitate handling. The core is not intended to support the roll for lifting but should be sufficiently strong to prevent collapse during transit.
2. All rolls shall be labeled and bagged in packaging that is resistant to photodegradation by ultraviolet light.

I. The Contractor shall furnish the following to the Engineer:

1. Manufacturer's quality assurance/quality control certifications for each shipment to verify that the materials supplied for the project are in accordance with the requirements of this specification.
2. Manufacturer's warranty covering materials and workmanship.

2.09 TEMPORARY DIVERSION DITCH

- A. Temporary diversion ditches shall be used to collect sediment-laden runoff from disturbed areas and direct it to a sediment pond where applicable. Temporary ditches are those expected to be in use for less than one year. Temporary diversion and/or other ditches require stabilization, with seed, blankets, mats, or mulch.

- B. Temporary diversion ditches shall have stable outlets. The combination of conditions of site, slopes, and soils should be so that the ditch can be maintained throughout its planned life.
- C. Temporary diversion ditches shall not be constructed below high sediment-producing areas unless land treatment practices or structural measures, designed to prevent damaging accumulations of sediment in the channels, are installed with or before the diversion.
- D. A typical diversion cross section consists of a channel and a supporting ridge. In the case of an excavated-type diversion, the natural ground serves as the diversion ridge. Diversion cross sections shall be adapted to the equipment that will be used for their construction and maintenance.
- E. The channel may be parabolic or trapezoidal in shape. V-shaped ditches shall not be constructed.
- F. Diversions shall be located so that water will empty onto an established area such as a stable watercourse, waterway, or structure.
- G. Any high sediment-producing area above a diversion shall be controlled by good land use management or by structural measures to prevent excessive sediment accumulation in the diversion channel.
- H. Temporary diversions above steep slopes or across graded rights-of-way shall have a berm with a minimum top width of 2 feet, side slopes of 2:1 or flatter and a minimum height of 18 inches measured from the channel bottom.
- I. Diversions installed to intercept flow on graded rights-of-way shall be spaced 200 to 300 feet apart.
- J. A level lip spreader shall be used at diversion outlets discharging onto areas already stabilized by vegetation.

2.10 LEVEL SPREADER

- A. Level spreaders shall be constructed at the outlets of temporary diversion ditches if they discharge to landscaped areas. Level spreaders shall also be constructed at outlets of permanent constructed waterways where they terminate on undisturbed areas.
- B. The length of the level spreader shall be constructed as shown on the Construction Drawings.

2.11 PERMANENT CONSTRUCTED WATERWAY

- A. Permanent constructed waterways shall be used to divert stormwater runoff from upland undisturbed areas around or away from areas to be disturbed during construction. A waterway expected to be in place for at least one year shall be considered permanent. Permanent waterways shall be lined with sod or permanent seeding and nets, ECBs, or TRMs.

2.12 PIPE SLOPE DRAIN

- A. Pipe slope drains shall be used whenever it is necessary to convey water down a steep slope, which is not stabilized or which is prone to erosion, unless a paved ditch (flume) is installed.
- B. Contractor shall use a 10-inch diameter pipe or larger to convey runoff from areas up to one-third acre; 12-inch or larger pipe for up to half-acre drainage areas; and 18-inch pipe for areas up to one acre, unless otherwise specified in the Construction Drawings. Multiple pipes shall be required for large areas, spaced as shown on the Construction Drawings.
- C. The pipe shall be heavy duty flexible tubing designed for this purpose, *e.g.*, non-perforated, corrugated plastic pipe, or specially designed flexible tubing.
- D. A standard flared end section or a standard T-section fitting secured with a watertight fitting shall be used for the inlet.
- E. Extension collars shall be 12-inch long sections of corrugated pipe. All fittings shall be watertight.

2.13 IMPACT STILLING BASIN

- A. Impact stilling basins or armoring shall be used at the outlet of culverts and storm sewers with calculated exit velocities greater than 15 feet per second when flowing full.

2.14 CHECK DAM

- A. Check dams shall be limited to use in small, open channels that drain 10 acres or less.
- B. Check dams shall not be used in streams.

- C. Check dams can be constructed of stones, coir logs, or wood fiber logs.
- D. If used, check dams shall be constructed prior to the establishment of vegetation.
- E. The maximum height at the center of a check dam shall be three feet above the ground on which the rock is placed.
- F. The center of the portion of the check dam above the flat portion of the channel shall be at least 1 foot lower than the outer edges. The outer edges of the check dam shall extend up the side slopes of the channel to a point 3 feet in elevation above the center portion of the check dam or to the top of the side slopes.
- G. The maximum spacing between rock check dams in a ditch should be such that the toe of the upstream dam is at the same elevation as the top of the next downstream dam.
- H. The spacing of coir and wood fiber check dams is one log every 100 feet for velocities of 5 fps, 50 feet for velocities between 5 and 7.5 fps, and 25 feet for velocities greater than 10 fps, unless otherwise shown in the Construction Documents.
- I. Stone check dams shall be constructed of KYTC Class II channel lining.
- J. Coir log or wood fiber log check dams shall be constructed of a single log with a diameter of at least 20 inches.

2.15 SEDIMENT TRAP

- A. Sediment traps shall be installed below all disturbed areas of less than 5 acres that do not drain to a sediment pond.
- B. Erosion control practices such as seeding, mulching, sodding, diversion dikes, etc., shall be used in conjunction with sediment traps to reduce the amount of sediment flowing into the trap. The amount of sediment entering a trap can be reduced by the use of stabilized diversion dikes and ditches.
- C. The trap shall not be located in a stream. It shall be located to trap sediment-laden runoff before it enters the stream.
- D. Trap depth shall be at least 2 feet at the inlet and 4 feet at the outlet. Effective trap width shall be at least 10 feet and trap length shall be at least 30 feet. Containment berms of earth or rock may be used. High velocity areas (e.g., overflows) shall be armored with rock, TRMs, or other suitable material.
- E. The Construction Drawings shall indicate the final disposition of the sediment trap

after the upstream drainage area is stabilized. The Construction Drawings shall indicate methods for the removal of excess water lying over the sediment, stabilization of the pond site, and the disposal of any excess material.

2.16 SEDIMENT POND

- A. A sediment pond shall be installed at the outlet of a disturbed area of 5 acres or more. The maximum drainage area for a single pond is 100 acres.
- B. Design and construction shall comply with all federal, state, and local laws, ordinances, rules, and regulations regarding dams.
- C. Erosion control practices such as seeding, mulching, sodding, diversion dikes, etc., shall be used in conjunction with sediment ponds to reduce the amount of sediment flowing into the pond.
- D. The pond shall not be located in a stream. It shall be located to trap sediment-laden runoff before it enters the stream.
- E. Contractor shall construct the sediment pond as shown on the Construction Drawings.
- F. Permanent ponds designed for stormwater detention or water quality treatment may serve as temporary sediment ponds if site conditions make the use of these structures desirable. At the time of conversion from a sediment pond to a permanent stormwater management pond, excess sediment shall be cleaned from the pond. If the pond is converted to a water quality basin, the sand in the sand filter outlet shall be replaced with clean sand unless it is shown to be clean.
- G. The Construction Drawings shall indicate the final disposition of the sediment pond after the upstream drainage area is stabilized. The Construction Drawings shall indicate methods for the removal of excess water lying over the sediment, stabilization of the pond site, and the disposal of any excess material.
- H. Vegetation shall be established upon completion of construction of the embankment, emergency spillway and other areas disturbed by construction.

2.17 SILT FENCE

- A. Silt fence shall be installed down-slope of areas to be disturbed prior to clearing and grading. Silt fence shall be situated such that the total area draining to the fence is not greater than one-fourth acre per 100 feet of fence. Silt fence shall be used for storm drain drop inlet protection and around soil stockpiles.

- B. Under no circumstances shall silt fences be constructed in streams or in swales or ditch lines or any area of concentrated flow.
- C. Synthetic filter fabric shall be a pervious sheet of propylene, nylon, and polyester or ethylene yarn and shall be certified by the manufacturer or supplier as conforming to the following requirements:

<u>PHYSICAL PROPERTY</u>	<u>REQUIREMENTS</u>
Filtering Efficiency	80% (minimum)
Tensile Strength at 20%	50 pounds/linear inch (minimum)
Flow Rate	0.3 gallons/square foot/minute (minimum)

- D. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0°F to 120°F.
- E. Posts for synthetic fabric silt fences shall be either 2-inch by 2-inch wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them. Posts shall be no more than 6 feet apart.
- F. Wire fence reinforcement for silt fences shall be a minimum of 36 inches in height, a minimum of 14 gauge and shall have a mesh spacing of no greater than 6 inches.

2.18 STORM DRAIN INLET PROTECTION

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

2.19 FILTER STRIP

- A. Filter strips shall be used on each side of permanent constructed channels.
- B. Filter strips shall only be used to remove sediment from overland flow. Filter strips are not effective in removing sediment from concentrated flows.
- C. If vegetative filters are proposed as a sediment control device and they do not already exist, they shall be planted and established prior to initiating land disturbing activities.
- D. The minimum filter strip width shall be 50 feet for streams, wetlands, and sinkholes. The minimum filter strip width shall be ten feet for constructed waterways.
- E. Where a post development floodplain or wet weather conveyance is being protected, filter strips shall be provided on each side. When a wetland or sinkhole is being protected, filter strips shall be provided around the perimeter.
- F. Contractor shall construct the filter strips as shown on the Construction Drawings.
- G. Existing grass or grass/legume mixtures used as filter strips shall be dense and well established, with no bare spots. When establishing new seeding, consideration shall be given to wildlife needs and soil conditions on the site. The following chart provides a list of alternative grass and grass/legume mixtures:

SEEDING MIXTURE AND SITE SUITABILITY CHART

Seeding Mixture	Rate lbs/acre	Soil Suitability
Alfalfa <i>Or</i> Red Clover <i>Plus</i> Timothy <i>Or</i> Orchardgrass <i>Or</i> Bromegrass	10 10 4 6 6	Well-Drained
Ladino <i>Plus</i> Timothy <i>Or</i> Orchardgrass <i>Or</i> Bromegrass	0.5 4 6 8	Wet or Well-Drained

Notes:

1. All seeding shall be in accordance with the seeding sections of this Specification.
2. Well-drained sites include sites that are drained with tile as well as naturally well-drained and droughty sites. Wet sites include sites that are excessively wet only a portion of the growing season.

2.20 STREAM CROSSING

- A. Stream crossings shall be used in cases where construction traffic, permanent traffic, or utilities must cross existing post development floodplains. If the drainage area exceeds 1 square mile and a structure is necessary, the structure shall be designed by a professional engineer licensed in Kentucky, and shall be considered a permanent structure. Stream crossings shall be as close to perpendicular to the stream flow as possible.
- B. Temporary stream crossings are applicable to flowing streams with drainage areas less than one square mile. Temporary stream crossings shall be planned to be in service for the shortest practical period of time and to be removed as soon as their

function is completed.

- C. All such structures, whether temporary or permanent, are subject to the rules and regulations of the U.S. Army Corps of Engineers for in-stream modifications (404 Permitting) and the Kentucky Division of Water (401 Certification). No stream crossing shall be installed without first obtaining all applicable local, state, and federal permits.

Where culverts are to be installed, compacted soil or rock shall be used to form the crossing. The depth of soil or rock cover over the culvert shall be equal to one-half the diameter of the culvert or 12 inches, whichever is greater. The sides of the fill shall be protected from erosion using the mulching and seeding erosion control measures specified in this Specification.

- D. All stream crossings shall be constructed in such a manner as to avoid flooding or excessive inconvenience or damage to adjacent areas, roadways, properties, or structures.
- E. When using a culvert crossing, the top of the compacted earth fill shall be covered with at least six inches of KYTC No. 2 stone.
- F. KYTC No. 2 stone shall also be used for the stone pads forming the crossing approaches.

2.21 PUMP-AROUND FLOW DIVERSION

- A. A pump-around flow diversion shall be used to divert flow around construction activities occurring in a stream when those activities are reasonably expected to cause the erosion of sediment or deposition of sediment in the stream.
- B. Check dams to form the diversion shall span the banks of the stream. Maintain 1-foot freeboard (minimum) on the upstream and downstream checks.
- C. Check dams may be constructed of sandbags or may be a water-filled bladder such as an Aqua-Barrier.
- D. The dewatering flow from the work area shall be treated in a sediment-trapping device prior to discharge to the stream.
- E. Sandbags shall be woven polypropylene bags with approximate dimensions of 18-1/2 inches by 28 inches. Contractor shall tie the ends of filled bags closed using either draw strings or wire ties.

2.22 CONSTRUCTION DEWATERING

- A. Sediment-laden water shall be pumped to a dewatering structure before it is discharged.

PART 3 – EXECUTION

3.01 GENERAL

- A. Erosion and sediment control practices shall be consistent with the requirements of Chapter 11 of the LFUCG Stormwater Manual and other state and local regulatory agencies and in any case shall be adequate to minimize erosion of disturbed and/or regraded areas and discharge of sediment from the site.
- B. Contractor is responsible for notifying and obtaining coverage from the Kentucky Division of Water concerning inclusion under the KPDES General Permit for Stormwater Discharges Associated with Construction Activities.
- C. Gravity sewer lines, force mains, and water lines that cross streams shall be constructed by methods that maintain normal stream flow and allow for a dry excavation. Water pumped from the excavation shall be contained and allowed to settle prior to reentering the stream, or filtered through a sediment removal device. Excavation equipment and vehicles shall operate outside of the flowing portion of the stream. Spoil material from the line excavation shall not be allowed to enter the flowing portion of the stream. Clean Water Act Section 401 and 402 requirements enforced by the US Army Corps of Engineers and the Kentucky Division of Water and the provisions of this condition shall apply to all types of utility line stream crossings.
- D. Removal of riparian vegetation in the utility line right-of-way shall be limited to that necessary for equipment access. Effective erosion and sedimentation control measures shall be employed at all times during the project to prevent degradation of Waters of the Commonwealth. Site regrading and reseeding shall be accomplished with 14 days after disturbance.

3.02 MULCH

- A. Seed shall be applied prior to mulching except where seed is to be applied as part of a hydroseeder slurry containing mulch.
- B. Lime and fertilizer (where needed) shall be incorporated and surface roughening accomplished as needed prior to mulching in accordance with applicable sections of this Specification.

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

3.03 TEMPORARY SEED

- A. The site shall be graded as needed to permit the use of conventional equipment for seedbed preparation, seeding, mulch application, and anchoring.
- B. The needed erosion control practices, such as diversions, temporary waterways for diversion outlets, and sediment ponds, shall be installed prior to seeding.
- C. Prior to seeding, lime and fertilizer (if needed) shall be worked into the soil with a disk harrow, springtooth harrow, or similar tools to a depth of two inches. On sloping areas, the final operation shall be on the contour.
- D. The seed shall be applied uniformly with a cyclone seeder, drill, cultipacker, seeder, or hydroseeder (slurry may include seed and fertilizer) preferably on a firm, moist seedbed. Seed shall be sown no deeper than one-fourth inch to one-half inch.
- E. The seedbed shall be firmed following seeding operations with a cultipacker, roller, or light drag.
- F. On sloping land, seeding operations shall be on the contour wherever possible.
- G. Mulch shall be applied, in the amounts described in the mulch section of this Specification, to protect the soil and provide a better environment for plant growth.
- H. New seed shall have adequate water for growth, through either natural means or irrigation, until plants are firmly established.
- I. Seeded areas shall be inspected at least weekly after planting and after each rainfall of one-half inch or more. Areas requiring additional seed and mulch shall be repaired within 48 hours.
- J. If vegetative cover is not established within 21 days, the area shall be reseeded.

3.04 PERMANENT SEED

- A. During site preparation, topsoil shall be stockpiled for use in establishing permanent vegetation.
- B. The site shall be graded as needed to permit the use of conventional equipment for seedbed preparation, seeding, mulch application, and anchoring.
- C. The needed erosion control practices, such as diversions, temporary waterways for diversion outlets, and sediment ponds, shall be installed prior to seeding.

- D. Prior to seeding, lime and fertilizer shall be worked into the soil with a disk harrow, springtooth harrow, or similar tools to a depth of four inches. On sloping areas, the final operation shall be on the contour.
- E. Where compacted soils occur, they shall be broken up sufficiently to create a favorable rooting depth of six to eight inches.
- F. The seed shall be applied uniformly with a cyclone seeder, drill, cultipacker, seeder, or hydroseeder (slurry may include seed and fertilizer) preferably on a firm, moist seedbed. Seed shall be sown no deeper than one-fourth inch to one-half inch.
- G. The seedbed shall be firmed following seeding operations with a cultipacker, roller, or light drag.
- H. On sloping land, seeding operations shall be on the contour wherever possible.
- I. Mulch shall be applied, in the amounts described in the mulch section of this Specification, to protect the soil and provide a better environment for plant growth.
- J. New seed shall have adequate water for growth, through either natural means or irrigation, until plants are firmly established.
- K. Seeded areas shall be inspected at least weekly after planting and after each rainfall of 0.5 inches or more. Areas requiring additional seed and mulch shall be repaired within 48 hours.
- L. If vegetative cover is not established (>70%) within 21 days, the area shall be reseeded. If 40 to 70 percent groundcover is established, overseed and fertilize, using half of rates originally applied, and mulch. If less than 40 percent groundcover is established, follow original seedbed preparation methods, seeding and mulching specifications, and apply lime and fertilizer if needed according to soil tests.

3.05 SOD

- A. The area to be sodded shall be protected from excess runoff, as necessary, with appropriate BMPs.
- B. Prior to sodding, the soil surface shall be cleared of all trash, debris, and stones larger than one inch in diameter, and of all roots, brush, wire, and other objects that would interfere with the placing of the sod.
- C. Compacted soils shall be broken up sufficiently to create a favorable rooting depth of six to eight inches.

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

Watering shall be done during the heat of the day to prevent wilting. After the first week, sod shall be watered as necessary to maintain adequate moisture content.

- O. The first mowing of sod shall not be attempted until the sod is firmly rooted. No more than one-third of the grass leaf shall be removed by the initial and subsequent cuttings. Grass height shall be maintained between 2 inches and 3 inches.
- P. Where sod does not establish properly, the sod should be replaced immediately. Areas requiring resodding should be prepared in the same manner as the original installation.

3.06 ROAD/PARKING STABILIZATION

- A. The roadbed or parking surface shall be cleared of all vegetation, roots, and other objectionable material.
- B. All roadside ditches, cuts, fills, and disturbed areas adjacent to parking areas and roads shall be stabilized with appropriate temporary or permanent vegetation according to the applicable sections of this Specification.
- C. Geotextile filter fabric shall be applied beneath the stone for additional stability in accordance with fabric manufacturer's specifications.
- D. Both temporary and permanent roads and parking areas may require periodic top dressing with new gravel. Seeded areas adjacent to the roads and parking areas shall be checked regularly to ensure that a vigorous stand of vegetation is maintained. Roadside ditches and other drainage structures shall be checked once each week to ensure that they do not have silt or other debris that reduces their effectiveness.

3.07 CONSTRUCTION ENTRANCE

- A. Vegetation, roots, and all other obstructions shall be cleared in preparation for grading. Prior to placing geotextile (filter fabric), the entrance shall be graded and compacted to 80% of standard proctor density.
- B. To reduce maintenance and loss of aggregate, the geotextile shall be placed over the existing ground before placing the stone for the entrance. Stone shall be placed to depth of 6 inches or greater for the entire width and length of the stabilized construction entrance.
- C. If wash racks are used, they shall be installed according to manufacturer's specifications.

- D. The stabilized construction entrance shall be inspected once each week and after there has been a high volume of traffic or a storm event greater than 0.2 inches.
- E. The entrance shall be maintained in a condition that will prevent tracking or flow of sediments onto public rights-of-way. This may require periodic top dressing with additional stone, as conditions demand, and repair and/or cleanout of any structures used to trap sediment.
- F. All materials spilled, dropped, washed, or tracked from vehicles onto roadways or into storm drains shall be removed immediately.

3.08 DUST CONTROL

- A. See Articles on Temporary Seed, Permanent Seed, Sod, Mulch, Road/Parking Stabilization, and Construction Entrance of this Specification Section.
- B. When construction is active on the site, dust control shall be implemented as needed.
- C. When using tillage as a dust control measure, Contractor shall begin plowing on windward side of area. Chisel-type plows spaced about 12 inches apart, spring-toothed harrow, and similar plows are examples of equipment that may produce the desired effect.
- D. The site shall be observed daily for evidence of windblown dust and reasonable steps shall be taken to reduce dust whenever possible. When construction on a site is inactive for a period, the site shall be inspected at least weekly for evidence of dust emissions or previously windblown sediments. Dust control measures shall be implemented or upgraded if the site inspection shows evidence of wind erosion.

3.09 EROSION CONTROL BLANKETS AND TURF REINFORCEMENT MATS

- A. Blankets and mats shall be installed according to the manufacturer's recommendations. In the event that the manufacturer's recommendations conflict with any requirement of this Specification, the most conservative requirement, in terms of protection of public health and the environment, shall govern.
- B. Placement
 - 1. The blankets and mats shall be unrolled in the direction of surface water flow.
 - 2. When using two blankets or mats side by side, the seams shall not be placed in the center of a channel but shall be offset by a minimum of one (1) foot.

3. Blankets and mats shall be stapled in place using U-shaped staples of the size, and at the prescribed intervals and arrangement, specified by the manufacturer.
4. When blankets or mats are laid side by side, they shall be stapled so as to anchor the edge of each roll.
5. The overlap of blankets and mats shall be in accordance with the manufacturer's recommendations.
6. If blanket/mat is unrolled along (parallel) to the contour installation must begin at the lower elevation and progress up slope with the upper blanket overlapping the lower as with roofing shingles.

C. Damage Repair

1. The patch material used for the repair of a hole or tear shall be the same type of material as the damaged blanket/mat.
2. The patch shall extend at least 12 inches beyond any portion of the damaged blanket/mat.
3. The repair patch shall be stapled in place as per manufacturer's recommendations.

3.10 TEMPORARY DIVERSION DITCH

- A. All dead furrows, ditches or other depressions to be crossed shall be filled before construction begins, or as part of construction, and the earth fill used to fill the depressions shall be compacted using the treads of the construction equipment. All old terraces, fencerows, or other obstructions that will interfere with the successful operation of the diversion shall be removed.
- B. The base for the diversion ridge shall be prepared so that a good bond is obtained between the original ground and the fill material. Vegetation shall be removed and the base shall be thoroughly disked prior to placement of fill.
- C. The earth materials used to construct the earth fill portions of the diversions shall be obtained from the diversion channel or other approved source.
- D. The earth fill materials used to construct diversions shall be compacted by running the construction equipment over the fill in such a manner that the entire surface of the fill will be traversed by not less than one tread track of the equipment.

- E. When an excess of earth material results from cutting the channel cross section and grade, it shall be deposited adjacent to the supporting ridge unless otherwise directed.
- F. The completed diversion shall conform to the cross section and grade shown on the Construction Drawings.
- G. Temporary or permanent seeding and mulch (or blanket/mat) shall be applied to the berm or ditch immediately following its construction. Contractor shall triple-seed areas below the flow line, and shall use erosion control blankets or turf reinforcement mats as needed.
- H. Bare and vegetated diversion channels shall be inspected regularly to check for points of scour or bank failure; rubbish or channel obstruction; rodent holes, breaching, or settling of the ridge; and excessive wear from pedestrian or construction traffic.
- I. Damaged channels or ridges shall be repaired at the time damage is detected. Sediment deposits shall be removed from diversion channels and adjoining vegetative filter strips regularly.
- J. Diversions shall be reseeded as needed to establish vegetative cover.

3.11 LEVEL SPREADER

- A. The minimum acceptable width shall be 6 feet. The depth of the level spreader as measured from the lip shall be at least 6 inches and the depth shall be uniform across the entire length of the measure.
- B. The grade of the channel for the last 15 feet entering the level spreader shall be less than or equal to 1%.
- C. The level lip of the spreader shall be constructed on zero percent grade to ensure uniform conversion of channel flow to sheet flow.
- D. Level spreaders shall be constructed on undisturbed soil.
- E. The entrance to the spreader shall be graded in a manner to ensure that runoff enters directly onto the zero percent graded channel.
- F. Storm runoff converted to sheet flow shall discharge onto undisturbed areas stabilized with vegetation.
- G. All disturbed areas shall be stabilized immediately after construction is completed in accordance with the mulching and vegetation requirements of this Specification.

- H. The level spreader shall be inspected after each storm event and at least once each week. Any observed damage shall be repaired immediately.

3.12 PERMANENT CONSTRUCTED WATERWAY

- A. All ditches or other depressions to be crossed shall be filled before construction begins or as part of construction, and the earth fill used to fill the depressions shall be compacted using the treads of the construction equipment. All old terraces, fence rows, or other obstructions that will interfere with the successful operation of the channel shall be removed.
- B. The earth materials used to construct the earth fill portions of the channel shall be obtained from the excavated portion of the channel or other approved source.
- C. The earth fill materials used to construct the channel shall be compacted by running the construction equipment over the fill in such a manner that the entire surface of the fill will be traversed by at least one tread track of the equipment.
- D. The completed channel shall conform to the cross section and grade shown on the Construction Drawings.
- E. Channels shall be inspected regularly to check for points of scour or bank failure; rubbish or channel obstruction; rodent holes; breaching; and excessive wear from pedestrian or construction traffic.
- F. Channels shall be repaired at the time damage is detected. Sediment deposits shall be removed from adjoining vegetative filter strips when they are visible.
- G. Channels shall be seeded and mulched as needed to establish vegetative cover. Blankets or mats may be used instead of mulch, according to manufacturer's specifications.
- H. The subgrade of paved channels shall be constructed to the required elevations. All soft sections and unsuitable material shall be removed and replaced with suitable material. The subgrade shall be thoroughly compacted and shaped to a smooth, uniform surface. The subgrade shall be moist when pouring concrete.
- I. Before permanent stabilization of the slope, the structure shall be inspected after each rainfall. Any damages to the paved channel or slope shall be repaired immediately.

3.13 PIPE SLOPE DRAIN

- A. The pipe slope drain shall be placed on undisturbed or well-compacted soil.
- B. Soil around and under the entrance section shall be hand-tamped in 4-inch to 8-inch lifts to the top of the dike to prevent piping failure around the inlet.
- C. Filter fabric shall be placed under the inlet and extended 5 feet in front of the inlet and be keyed in 6 inches on all sides to prevent erosion.
- D. Backfilling around and under the pipe with stable soil material hand compacted in lifts of 4 inches to 8 inches shall be done to ensure firm contact between the pipe and the soil at all points.
- E. The pipe slope drain shall be secured to the slope using stakes at intervals of 10 feet or less.
- F. All slope drain sections shall be securely fastened together and have watertight fittings.
- G. The pipe shall be extended beyond the toe of the slope and discharged at a non-erosive velocity into a stabilized area or to a sediment trap or pond.
- H. The pipe slope drain shall have a minimum slope of 3 percent or steeper.
- I. The height at the centerline of the earth dike shall range from a minimum of 1.0 foot over the pipe to twice the diameter of the pipe measured from the invert of the pipe. It shall also be at least 6 inches higher than the adjoining ridge on either side. At no point along the dike will the elevation of the top of the dike be less than 6 inches higher than the top of the pipe.
- J. All areas disturbed by installation or removal of the pipe slope drain shall be immediately stabilized.
- K. The pipe slope drain shall be inspected after every rainfall and at least weekly. Any necessary repairs shall be made immediately.
- L. Contractor shall check to see that water is not bypassing the inlet and undercutting the inlet or pipe. If necessary, Contractor shall install headwall or sandbags.
- M. Contractor shall check for erosion at the outlet point and shall check the pipe for breaks or clogs. Contractor shall install additional outlet protection if needed and immediately repair the breaks and clean any clogs.
- N. Contractor shall not allow construction traffic to cross the pipe slope drain and shall not place any material on it.

- O. If a sediment trap has been provided, it shall be cleaned out when the sediment level reaches 1/3 the design volume.
- P. The pipe slope drain shall remain in place until the slope has been completely stabilized or up to 30 days after permanent slope stabilization.

3.14 IMPACT STILLING BASIN

- A. Construction specifications for impact stilling basins are provided in the Construction Drawings.

3.15 CHECK DAM

- A. Stone shall be placed by hand or mechanically as necessary to achieve complete coverage of the ditch and to ensure that the center of the dam is at least 1 foot lower than the outer edges. Stone shall also be placed to extend 3 feet in elevation above the center portion of the check dam or to the top of the channel side slopes.
- B. Coir and wood fiber logs shall be laid on the channel bottom.
- C. Check dams shall be removed when their useful life has been completed. In temporary ditches and swales, check dams shall be removed and the ditch filled in when it is no longer needed. In permanent channels, check dams shall be removed when a permanent lining can be installed. In the case of grass-lined ditches, check dams shall be removed when the grass has matured sufficiently to protect the ditch or swale. The area beneath the check dams shall be seeded and mulched or sodded (depending upon velocity) immediately after check dams are removed.
- D. If stone check dams are used in grass-lined channels that will be mowed, care shall be taken to remove all stone from the channel when the dam is removed. This shall include any stone that has washed downstream.
- E. Regular inspections shall be made to ensure that the check dam is in good working order and the center of the dam is lower than the edges. Erosion caused by high flows around the edges of the dam shall be corrected immediately, and the dam shall be extended beyond the repaired area.
- F. Check dams shall be checked for sediment accumulation after each rainfall. Sediment shall be removed before or when it reaches one-third of the original height.
- G. Check dams shall remain in place and operational until the drainage area and channel are completely stabilized, or up to 30 days after the permanent site stabilization is achieved.

3.16 SEDIMENT TRAP

- A. The area to be excavated shall be cleared of all trees, stumps, roots, brush boulders, sod, and debris. All channel banks and sharp breaks shall be sloped to no steeper than 1:1. All topsoil containing excessive amounts of organic matter shall be removed.
- B. Seeding and mulching of the sediment trap berm and any material taken from the excavation shall comply with the applicable soil stabilization sections of this Specification.
- C. Construction specifications for sediment traps are provided in the Construction Drawings.
- D. Any material excavated from the trap shall be placed in one of the following ways so that it will not be washed back into the trap by rainfall:
 - 1. uniformly spread to a depth not exceeding 3 feet and graded to a continuous slope away from the trap
 - 2. uniformly placed or shaped reasonably well with side slopes assuming the natural angle of repose for the excavated material behind a berm width not less than 12 feet.
- E. Sediment shall be removed from the trap when the capacity is reduced to one third of the design volume. Contractor shall follow the methods for disposing of sediment removed from the trap as shown in the Construction Drawings.

3.17 SEDIMENT POND

- A. The foundation area shall be cleared of all trees, stumps, roots, brush boulders, sod, and debris. All channel banks and sharp breaks shall be sloped to no steeper than 1:1. All topsoil containing excessive amounts of organic matter shall be removed. The surface of the foundation area shall be thoroughly scarified before placement of the embankment material.
- B. A cutoff trench shall be backfilled with suitable material. The trench shall be kept free of standing water during backfill operations.
- C. The pipe conduit barrel shall be placed on a firm foundation. Selected backfill material shall be placed around the conduit in layers, and each layer shall be compacted to at least the same density as the adjacent embankment. All compaction within 2 feet of the pipe spillway shall be accomplished with hand-operated tamping equipment.

- D. All borrow areas outside the pond and in the drainage area shall be graded and left in such a manner that water will not be ponded.
- E. The material placed in the fill shall be free of all sod, roots, frozen soil, stones more than 6 inches in diameter, and other objectionable material. The placing and spreading of the fill material shall occur in approximately 6-inch horizontal layers or of such thickness that the required compaction can be obtained with the equipment used. Each layer shall be compacted in a way that will result in achieving 95 percent of the maximum standard dry density.
- F. The distribution and gradation of materials throughout the fill shall be such that there will be no lenses, pockets, stakes, or layers of material differing substantially in texture or gradation from the surrounding material. Where it is necessary to use materials of varying texture and gradation, the more impervious material shall be placed in the upstream and center portions of the fill.
- G. The moisture content of fill material shall be such that the required degree of compaction can be obtained with the equipment used.
- H. Fill shall not be placed on frozen, slick, or saturated soil.
- I. The topsoil material saved in the site preparation shall be placed as a top dressing on the surface of the emergency spillways, embankments, and borrow areas. It shall be evenly spread.
- J. A protective cover of herbaceous vegetation shall be established on all exposed surfaces of the embankment, spillway, and borrow areas to the extent practical under prevailing soil and climatic conditions.
- K. Seedbed preparation, seeding, fertilizing, and mulching shall comply with the applicable sections of this Specification.
- L. Any material excavated from the pond shall be placed in one of the following ways so that its weight will not endanger the stability of the side slopes and where it will not be washed back into the pond by rainfall:
 - 1. uniformly spread to a depth not exceeding 3 feet and graded to a continuous slope away from the pond.
 - 2. uniformly placed or shaped reasonably well with side slopes assuming the natural angle of repose for the excavated material behind a berm width not less than 12 feet.
- M. Sediment shall be removed from the pond when the capacity is reduced to one third of the design volume. Contractor shall follow the methods for disposing of sediment removed from the pond as shown in the Construction Drawings.

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3.18 SILT FENCE

- A. This Article provides construction specifications for silt fences using synthetic fabric. See the Construction Drawings for additional detail.
- B. Posts shall be spaced a maximum of 6 feet apart at the barrier location and driven securely into the ground (minimum of 12 inches). When necessary because of rapid runoff, post spacing shall not exceed 6 feet.
- C. A trench shall be excavated at least 6 inches wide and 6 inches deep along the line of posts and upslope from the barrier.
- D. Where used, the wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy-duty wire staples at least 1 inch long, tie wires or hog rings. The wire shall extend into the trench a minimum of 2 inches and shall not extend more than 36 inches above the original ground surface.
- E. The filter fabric shall be stapled or wired to the fence, and 12 inches of the fabric shall be extended into the trench. The fabric shall not extend more than 30 inches above the original ground surface. Filter fabric shall not be stapled to existing trees.
- F. At joints, filter fabric shall be lapped with terminating posts with a minimum overlap of 3 feet.
- G. The trench shall be backfilled and soil compacted over the filter fabric.
- H. Silt fences shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.
- I. Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately. Knocked down fences shall be repaired at the end of each day.
- J. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and if the barrier is still necessary, the fabric shall be replaced promptly.
- K. Sediment deposits shall be removed after each storm event or when deposits reach approximately one-third the height of the barrier.
- L. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform to the existing grade, prepared, and seeded.
- M. Silt fences shall be replaced every 6 months.

N. Silt fence shall terminate in a “J” hook to prevent bypassing at the end of a row.

3.19 STORM DRAIN INLET PROTECTION

A. All storm drains receiving sediment-laden flows from disturbed areas shall be protected. Approved inlet protection methods include net or sand bags filled 2/3 with rock, geotextile filtration products, and Contractor-fabricated structures.

B. For a silt fence drop inlet protection structure, the following specifications apply:

1. For stakes, Contractor shall use 2 x 4-inch wood (preferred) or equivalent metal with a minimum length of 3 feet.
2. Stakes shall be evenly spaced around the perimeter of the inlet a maximum of 3 feet apart and securely driven into the ground, approximately 18 inches deep.
3. To provide needed stability to the installation, Contractor shall frame with 2 x 4-inch wood strips around the crest of the overflow area at a maximum of 1.5 feet above the drop inlet crest and shall brace diagonally.
4. Contractor shall place the bottom 12 inches of the fabric in a trench and backfill the trench with at least 4 inches of crushed stone or 12 inches of compacted soil.
5. Contractor shall fasten fabric securely to the stakes and frame. Joints shall be overlapped to the next stake.

C. For sod drop inlet protection, sod shall be placed to form a turf mat covering the soil for a distance of 4 feet from each side of the inlet structure. Soil preparation and sod placement shall be in accordance with the section entitled Sod.

D. For gravel curb inlet protection, the following specifications apply:

1. Wire mesh with ½-inch openings shall be placed over the curb inlet opening so that at least 12 inches of wire extends across the concrete gutter from the inlet opening.
2. KYTC No. 2 Coarse Aggregate shall be piled against the wire so as to anchor it against the gutter and inlet cover and to cover the inlet opening completely.
3. This type of device shall never be used where overflow may endanger an exposed fill slope. Consideration shall also be given to the possible effects of ponding on traffic movement, nearby structures, working areas, and adjacent property.

E. For block and gravel curb inlet protection, the following specifications apply:

1. Two concrete blocks shall be placed on their sides abutting the curb at either side of the inlet opening to act as spacer blocks.
 2. A 2-inch by 4-inch stud shall be cut and placed through the outer holes of each spacer block to help keep the front blocks in place.
 3. Concrete blocks shall be placed on their sides across the front of the inlet and abutting the spacer blocks.
 4. Wire mesh shall be placed over the outside of the concrete blocks to prevent stone from being washed through the holes in the blocks. Wire with ½-inch openings shall be used.
 5. KYTC No. 2 Coarse Aggregate shall be piled against the wire to the top of the barrier.
- F. For stone-filled corrugated pipe curb inlet protection, the following specifications apply:
1. Two concrete “L” blocks shall be placed on their sides, with one leg fitting into the mouth of the curb opening.
 2. A 6-inch corrugated pipe shall be filled with stone and covered with a filter sock.
 3. The stone-filled pipe will be placed in front of the two concrete “L” blocks, and extend a minimum of the width of the curb inlet opening on either side. The total length of the stone filled pipe shall be three times the width of the curb inlet opening.
- G. The inlet protection structure shall be inspected after each rain, and repairs made as needed.
- H. Sediment shall be removed and the device restored to its original dimensions when sediment has accumulated to one-third the design depth of the filter. Removed sediment shall be deposited in a suitable area and in such a manner that it will not erode.
- I. If a stone filter becomes clogged with sediment so that it no longer adequately performs its function, the stone shall be pulled away from the blocks, cleaned, and replaced.
- J. Structures shall be removed after the area draining to the inlet protection structure has been properly stabilized.

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3.20 FILTER STRIP

- A. When planting filter strips, Contractor shall prepare seedbed, incorporate fertilizer based on a soil test, and apply mulch consistent with the seeding sections of this Specification. Fertilizer shall not be applied within 50 feet of a stream or other waterbody. Filter strips using areas of existing vegetation shall be over seeded, as necessary, with the specified mixtures to obtain an equivalent density of vegetation. The over seeding shall be accomplished prior to any land disturbing activities.
- B. Filter strips shall be inspected regularly to ensure that a healthy vegetative growth is maintained. Any bare spots or spots where sediment deposition could lead to the destruction of vegetation shall be repaired.
- C. Filter strips shall be fertilized once each year in the fall.
- D. Irrigation shall be used as necessary to maintain the growth of the vegetation in the filter strip.
- E. Sediment shall be removed when it becomes visible in the filter.
- F. Construction traffic shall not be driven on or over filter strips.

3.21 STREAM CROSSING

- A. Clearing and excavation of the streambed and banks shall be kept to a minimum.
- B. The structure shall be removed as soon as it is no longer necessary for project construction.
- C. Upon removal of the structure, the stream shall immediately be reshaped to its original cross section and properly stabilized.
- D. The approaches to the structure shall consist of stone pads with a minimum thickness of 6 inches, a minimum width equal to the width of the structure, and a minimum approach length of 25 feet on each side.
- E. The structure shall be inspected after every rainfall and at least once a week and all damages repaired immediately.

3.22 PUMP-AROUND FLOW DIVERSION

- A. Operations shall be scheduled such that diversion installation, in-stream excavation, in-stream construction, stream restoration, and diversion removal are completed during low-flow conditions and as quickly as possible. Contractor shall not

construct in a stream when rainfall is expected during the time excavation will be occurring in the stream.

- B. Check dams shall be installed across the stream during low flow conditions.
- C. Stream flow shall be pumped around the check dams. Outlet protection shall be installed as required at the discharge point.
- D. Contractor shall dewater the work area and pump into a sediment trapping device.
- E. Contractor shall complete construction activities across the stream.
- F. Contractor shall restore the streambed and banks.
- G. Contractor shall remove sandbags and shut down pumping operation. (Salvage sandbags for future use if multiple stream crossings are required on the project.) Contractor shall remove all sandbags from the stream, including damaged and empty bags.
- H. Pumps shall be manned around-the-clock when the pump-around diversion is in the stream.
- I. This control provides short-term diversion of stream flow (typically 1 day to 3 days). Additional sandbags or pumps may be required to maintain 1-foot freeboard on the sandbag checks if flow conditions change.
- J. Contractor shall add sandbags as required to seal leaks in check dams.

3.23 CONSTRUCTION DEWATERING

- A. All dewatering discharges shall pass through a sediment removal device. Contractor shall follow the specifications for sediment traps and basins. The manufacturer's recommendations shall be followed for commercial products.
- B. The dewatering structure shall be inspected frequently to ensure it is functioning properly and not overtopping. Accumulated sediment shall be spread out on site and stabilized or disposed of offsite.

3.24 KPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES

- A. The Contractor is responsible for electronically filing the appropriate state Notice of Intent (NOI-SWCA) letter at least seven (7) days prior to start of construction activity. The Notice of Intent (NOI) is a Kentucky Pollution Discharge Elimination

System (KPDES) permit application as provided by the Kentucky Revised Statutes, Chapter 224. This application is required to be submitted for construction projects that disturb one or more acres of land.

- B. The NOI requires the inclusion of the descriptions of (but is not limited to) the following items:
 - 1. Names and designated uses of any receiving waters
 - 2. Anticipated number and locations of discharge points
 - 3. Identification of planned construction in or along a waterbody
- C. A topographic map showing project boundaries, areas to be disturbed, locations of anticipated discharge points and receiving waters is also required to be submitted with the NOI.
- D. If the construction site is near a designated “High Quality/Impaired Waters” or a “Cold Water Aquatic Habitat Waters, Exceptional Waters, Outstanding National/State Resource Waters,” additional items and/or individual permits will be required.
- E. The NOI form requires an SIC code. The link to the SIC codes is <http://www.osha.gov/pls/imis/sicsearch.html>. The following are the typical construction SIC codes utilized:
 - 1542 – Building Construction, nonresidential, except industrial and warehouses
 - 1623 – Water Main Construction, Sewer Construction
 - 1629 – Water and Wastewater Treatment Plant Construction
 - 1711 – Water Pump Installation
 - 1781 – Drilling Water Wells
- F. The Contractor is responsible for implementing the approved Stormwater Pollution Prevention Plan (SWPPP) prior to commencement of site disturbance. The SWPPP shall include erosion prevention measures and sediment and pollutant control measures which are installed and maintained to minimize discharges of sediments and other pollutants from a 2-year, 24-hour storm event. The SWPPP shall be kept at the site and available for review by LFUCG and state officials.
- G. The Contractor is responsible for the description of procedures to maintain erosion and sediment control measures during the period of construction.
- H. The Contractor is responsible for identifying each Contractor and Subcontractor who will install each SWPPP erosion and sediment control measure.

- I. Each Contractor and Subcontractor shall sign a statement certifying the awareness of the requirements of the SWPPP-related documents. Certification is attached at the end of this section.
- J. The Contractor shall not start land disturbing activities until written permit coverage is obtained from the Kentucky Division of Water.
- K. The inspection by qualified personnel, provided by the Contractor, of the site as follows:
 - 1. at least once every seven (7) calendar days, and
 - 2. within 24 hours after any storm event of 0.5 inch or greater
- L. The Contractor is responsible for completing and maintaining the required Self-Inspection Forms. A sample is included in this specification Section.
- M. Amendments to the approved SWPPP shall be made and implemented as necessary through the course of the construction project if inspections or investigations by the Contractor's inspector, site staff, or by local, state, or federal officials determine that the existing sediment control measures, erosion control measures, or other site management practices are ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the construction site. All plan amendments shall be noted on the copy of the SWPPP maintained at the project site. Plan amendments that involve engineering design shall be prepared by an engineer licensed in Kentucky.
- N. The Contractor shall submit the Notice of Termination (NOT) form to the Kentucky Division of Water, the LFUCG Division of Water Quality, and the LFUCG Division of Engineering when final stabilization has been achieved on all portions of the site and the erosion/sediment controls have been removed.
- O. All subcontractors shall be required to comply with the requirements of the state permit and the Stormwater Pollution Prevention Plan (SWPPP).
- P. Where to submit:
 - 1. Complete KPDES FORM NOI-SW at the following website:
<https://dep.gateway.ky.gov/eForms/default.aspx?FormID=7>
 - 2. Do not initiate work until receiving approval from the Kentucky Division of Water.
 - 3. A complete copy of the NOI submittal shall also be provided to the following for approval/coverage verification:

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Division of Water Quality
125 Lisle Industrial Avenue, Suite 180
Lexington, KY 40511

Division of Engineering
Lexington-Fayette Urban County Government
101 E. Vine St.
4th Floor
Lexington, KY 40507

3.25 LFUCG Land Disturbance Permit

- A. The Contractor shall obtain a Land Disturbance Permit from the LFUCG Division of Engineering, after the LFUCG Division of Water Quality inspects the installation of the best management practices as required by the Stormwater Pollution Prevention Plan (SWPPP). The site grading plan shall show the original and finish grade contours. The grading plan shall be in conformance with the SWPPP and shall clearly show the initial phase of best management practices to be installed.
- B. The Land Disturbance Permit checklist appears on the following page. It can be obtained from:

Division of Engineering
Lexington-Fayette Urban County Government
101 E. Vine St.
4th Floor
Lexington, KY 40507
(859) 258-3410
Attn: Land Disturbance Permit Section
<https://www.lexingtonky.gov/new-development>

- C. All excess earthen/rock materials hauled off the site to a location in Fayette County shall be hauled to a site permitted by the Kentucky Division of Water and the LFUCG. The haul site shall be permitted in accordance with these specifications.

LFUCG Land Disturbance Permit Application & Erosion and Sediment Control Plan Checklist v23Feb2018

Permittee (Owner or Contractor):					Date:
Contact Person:					Contact Phone:
Site Address:					Zone:
Contractor Name:			Reg #:	Contractor Phone:	
Mailing Address:					Email:

Permitting Information and ESC Plan Narrative	Yes	No	N/A	Page#	Notes
KY DOW Construction NOI / KYR10 Permit					Required for disturbance ≥ 1 acre
US ACE Section 404 Permit					Required for stream crossings, wetland fills
KY DOW Stream Construction Permit / WQ Certif.					Required for stream crossings / encroachment
FEMA LOMR or CLOMR					If applicable
Project description and purpose					Brief summary
Land cover, soils, percent impervious area					Pre and post construction
Land cover / land use of adjacent property					Can designate on plan sheets
Work schedule with start/end dates					Sequencing, clearing, grading, revegetation
Phasing plan for large projects					25 acre limit on total disturbed area
BMP installation schedule					Can be included on plan sheets (see below)
Inspection and BMP maintenance schedule					Every 7 days, or every 14 days and after ½" rain
Material storage, waste & litter pollution prevention					Covered, away from drainage system, etc.
Fueling / vehicle maintenance pollution prevention					Conducted away from drainage system, etc.
Spill prevention, control, and countermeasures					If reportable quantities present at the site
Dust control plan					Consider if neighbors are present
Stabilized site exit inspection plan					For keeping offsite pavement clear of soil/debris
Stabilization plan and schedule for site areas					Seed/mulch/etc. within 14 days of inactivity
ESC Plan Site Map and Drawing Detail (See LFUCG Stormwater Manual for BMP Design and Installation Information)					
Plans stamped by a licensed professional					Required for engineered plan components
Location of the project; property lines					Include small locational map; street address
Limits of construction, disturbed area location/size					Flag off "no disturbance" areas
Topography and drainage patterns (pre and post)					1" = 50 ft; 2 ft contours
Buildings, utilities, paved areas, ditches, culverts					Show stormwater inlets within 100 ft of site
Retention ponds, detention basins, sediment traps					Stabilize immediately after construction
Access and haul roads					Consider dust control where neighbors present
Stabilized exit (50 ft #2 rock pad, shaker rack, etc.)					Must drain to a sediment control BMP
Silt fence or etc. at downslope perimeters					Super silt fence along critical areas
Diversion ditches/berms above disturbed areas					Stabilize immediately after construction
Protection for post-construction BMPs					Keep sediment out of post-construction BMPs
Slope stabilization (seed with mulch/blanket/mat)					See Figure 11-1 in Stormwater Manual
Inlet protection measures					Specify type(s) and location(s)
Outlet erosion protection measures					Specify type(s) and location(s)
Ditch stabilization (sod, or seed with blanket/mat)					Stabilize immediately after construction
Sediment basins (> 5 ac) and traps (< 5 ac)					Stabilize immediately after construction
Dewatering sites and methods					Must use sediment controls
50 ft natural vegetated buffer for all critical areas					Applies to streams, wetlands, sinkholes
Stream crossings					Crossing type, detail; USACE 404 permit req'd
Stockpile areas, equipment storage/fueling areas					Keep away from drainage system if possible
Waste and concrete wash water storage/disposal					Show initial area; can be moved as needed
LFUCG Use Only: Review Date:					Status – In Compliance: Yes No Additional Info Needed: Yes No
Reviewed By:					Department: DOE DWQ DES
Comments / Missing Items:					

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Kentucky Best Management Practices Plan • Construction Site Inspection Report

Company:	Site:	County:
Site Operator:		Date:
Receiving Water:	Total Site Area (acres):	# Disturbed Acres:
Inspector Name:	Inspector Qualifications:	
Inspection Type: Weekly or ½ Inch Rain	Days Since Last Rainfall _____	# Inches of Last Rainfall: _____

Field Inspection Observations

BMP Category	Compliance			Field Indicators for Compliance
	Yes	No	N/A	
Project Operations				Notice of Intent (KPDES permit) and other local/state permits on file BMP Plan on site and available for review Project timing/schedule and activities following BMP Plan Weekly inspection and rain-event reports on BMPs available for review Diversions, silt checks/traps/basins, and silt fences/barriers installed prior to clearing Grading and clearing conducted in phases to minimize exposed soil areas No vegetation removal or operations in stream or sinkhole buffer area (25-50 ft min) Rock pad in place on all construction site exits leading to paved roads No sediment, mud, or rock on paved public roads in project area Dust control if needed when working in residential areas during dry conditions
Drainage Management				Upland runoff diverted around bare soil areas with vegetated/lined ditches/berms Drainage channels exiting the site are lined with grass/blanket/rock and stabilized Discharges from dewatering operations cleaned in silt fence enclosure or other filter No muddy runoff leaving site after rains up to 1½ inches
Erosion Protection				Exposed soil seeded/mulched after 2 weeks if no work is planned for the next 7 days Soils on steep slopes seeded/mulched/blanketed as needed to prevent rutting
Sediment Barriers				Silt fence, rock filter, or other sediment barrier below all bare soil areas on slopes Barrier installed across slope on the contour, trenched in, posts on downhill side Multiple sediment barriers at least 125 ft apart on unseeded slopes steeper than 4:1 J-hook interceptors along silt fence where heavy muddy flows run along fencing No visible undercutting or bypassing or blowout of sediment barrier Accumulated sediment is less than halfway to the top of sediment barrier
Slope Protection				Slopes tracked, disked, or conditioned after final grade is established Slopes seeded, mulched, or blanketed within 21 days, no unmanaged rills or gulying Heavy downslope flows controlled by lined downdrain channels or slope drain pipes No muddy runoff from slopes into streams, rivers, lakes, or wetlands
Inlet Protection				Inlet dam/device or filtration unit placed at all inlets receiving muddy flows No visible undercutting, bypassing, or blowout of inlet protection dam or device Accumulated sediment is less than halfway to the top of the inlet protection dam/device
Outlet Protection				High flow discharges have rock or other flow dissipaters of adequate sizing at outlet Culvert outlets show no visible signs of erosion/scour, bank failure, or collapse
Ditch and Channel Stabilization				No unmanaged channel bank erosion or bottom scouring visible within or below site Ditches with slopes more than 3% have check dams spaced as needed, if not grassed Ditch check dams tied in to banks, with center 4" lower than sides, and no bypassing Ditches with slopes of up to 5% are thickly seeded with grass (minimum requirement) Ditches 5% to 15% are lined with thick grass and erosion control blankets as needed Ditches 15% to 33% are lined with thick grass and matting or other approved product Ditches exceeding 33% are paved or lined with rock or other approved product

CONTRACTOR AND SUBCONTRACTOR CERTIFICATIONS

SWPPP Files, Updates, and Amendments

This SWPP Plan and related documents (e.g., NOI, inspection reports, US ACE permits, etc.) will be kept on file at the construction site by _____ (name and title). The SWPPP will be updated by the Owner and/or Site Manager to reflect any and all significant changes in site conditions, selection of BMPs, the presence of any unlisted potential pollutants on site, or changes in the Site Manager, contractor, subcontractors, or other key information. Updates and amendments will be made in writing within 7 days and will be appended to the original BMP Plan and available for review.

Stormwater Pollution Prevention Plan Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signed: _____ Date: _____

Title: _____

I certify under penalty of law that I understand the terms and conditions of the general KPDES permit that authorizes the storm water discharges associated with the construction site activity identified as part of this certification.

Subcontractor Certification

The subcontractors below certify under penalty of law that they understand the terms and conditions of the general KPDES permit that authorizes the storm water discharges associated with the construction site activity identified as part of this certification.

Signed: _____ Date: _____

Title: _____

Signed: _____ Date: _____

Title: _____

Signed: _____ Date: _____

Title: _____

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SECTION 02373

GEOTEXTILE FILTRATION MATERIAL

PART 1 - GENERAL

1.01 SUMMARY

- A. The Contractor shall furnish all labor, materials, and equipment necessary for the installation of the non-woven geotextiles in accordance with the Drawings and Specifications.

1.02 SYSTEM DESCRIPTION

- A. The non-woven geotextile is intended to act as a separation geotextile between soil and stone.

1.03 SUBMITTALS

The Contractor shall furnish the following information to the Engineer.

- A. Geotextile Manufacturer's affidavit providing assurance that the qualifications of the Geotextile Manufacturer have been achieved.
- B. Geotextile Manufacturer's Quality Assurance/Quality Control (QA/QC) certifications for each shipment of geotextile to verify that the materials supplied for the project are in accordance with the requirements of this specification. The certificates shall show the following:
 - 1. Unit weight per ASTM D-5261
 - 2. Grab tensile strength per ASTM D-4632
 - 3. Trapezoidal tear strength per ASTM D-4533
 - 4. Burst Strength per ASTM D-3786
 - 5. Puncture strength per ASTM D-4833
 - 6. Apparent opening size per ASTM D-4751
 - 7. Permittivity per ASTM D-4491
 - 8. Ultraviolet light resistance per ASTM D-4355
- C. Manufacturer's warranty covering materials and workmanship of the geotextile.

1.04 QUALIFICATIONS

- A. Geotextile Manufacturer must have produced at least 10 million square feet of non-woven geotextile, with at least 8 million square feet installed.
- B. Geotextile Contractor must either have installed at least one (1) million square feet of non-woven geotextile, or must provide to the Engineer satisfactory evidence, through similar experience in the installation of other types of geosynthetics, that the non-woven geotextile will be installed in a competent, professional manner.

PART 2 - PRODUCTS

2.01 NON-WOVEN GEOTEXTILE

A. Non-Woven Geotextile

The non-woven geotextile shall meet the physical requirements below. The geotextile shall be free of holes, tears, defects, and patch-repairs of defects. The geotextile shall be composed of a non-woven needle-punched, discontinuous fiber. Fibers used in manufacture of the geotextile, and threads used in joining the geotextiles by sewing, shall consist of long chain synthetic polymers composed of at least 95 percent by weight polyolefins, polyesters, or polyamides.

B. Materials

The non-woven geotextile shall be Type I Fabric and meet the Specifications set forth in Section 843 of the Kentucky Transportation Cabinet/Department of Highways *Standard Specifications for Road and Bridge Construction*, latest edition.

C. Product Documentation

The Contractor shall provide the Engineer with the QA/QC certifications for each shipment of non-woven geotextile. The certification shall be signed by a responsible party employed by the manufacturer such as the QA/QC Manager, Production Manger, or Technical Services Manager. The QA/QC certifications shall include:

1. Geotextile lot and roll numbers (with corresponding shipping information).
2. Manufacturer test data for raw materials used in the non-woven geotextile production, including those items listed in Article 1.03 B.
3. Manufacturer's test data for finished non-woven geotextile production, including those items listed in Article 1.03 B.

Geotextile Filtration Material
02373-2

D. Product Labeling

Prior to shipment, the non-woven geotextile manufacturer shall affix a label to each roll identifying the following characteristics:

1. Product identification information (manufacturer name and address, brand name, product code).
2. Lot and roll number.
3. Roll length and width.
4. Total roll weight.

E. Packaging

1. The non-woven geotextile shall be wound around a cardboard core four (4) inches in diameter to facilitate handling. The core is not intended to support the roll for lifting, but shall be sufficiently strong to prevent collapse during transit.
2. All rolls shall be labeled and bagged in packaging that is resistant to photodegradation by ultraviolet light.

PART 3 - EXECUTION

3.01 SHIPPING AND HANDLING

- A. The manufacturer assumes responsibility for initial loading and shipping of the non-woven geotextile. Unloading, on-site handling, and storage are the responsibility of the Contractor.
- B. Handling of rolls of non-woven geotextiles shall be done in a competent manner, such that damage does not occur to the non-woven geotextile nor to its protective wrapping.
- C. The party responsible for unloading the non-woven geotextile shall contact the manufacturer prior to shipment to ascertain the appropriateness of the proposed unloading methods and equipment to be utilized.
- D. A visual inspection of each roll shall be made as it is unloaded to identify if any packaging has been damaged. Rolls with damaged packaging shall be marked and set aside for further inspection. The packaging shall be repaired prior to being placed in storage.

3.02 SITE STORAGE

- A. The location of field storage shall not be in areas where water can accumulate. The rolls shall be elevated off of the ground so as not to form a dam creating the ponding of water. A dedicated area shall be selected at the job site that is away from high traffic areas and well-drained.
- B. Unloading of rolls or pallets at the job site's temporary storage location shall be such that no damage to the geotextile occurs.
- C. Pushing, sliding, or dragging of rolls of non-woven geotextiles shall not be permitted.
- D. The rolls shall be stacked in such a manner as to prevent crushing of the cores, sliding or rolling from the stacks, or damage to the non-woven geotextile.
- E. Outdoor storage of rolls shall not exceed manufacturer's recommendations or longer than six (6) months, whichever is less. For storage periods longer than six (6) months a temporary enclosure shall be placed over the rolls, or they shall be moved within an enclosed facility.

3.03 PLACEMENT

- A. The non-woven geotextile shall be placed at the locations shown in the Drawings.
- B. Geotextiles shall be deployed free of wrinkles and folds.
- C. During installation on slopes, the geotextiles shall be anchored at the top and rolled down the slope.
- D. All geotextiles shall be weighted with sandbags or other material that will not damage the geotextile during the presence of wind. Geotextiles uplifted by wind may be reused upon approval by the Engineer.
- E. The Contractor shall take the necessary precautions to protect the underlying layers upon which the geotextile will be placed.
- F. Trimming of the geotextiles shall be performed using only an upward cutting hook blade. Trimming of the geotextile shall be performed in a manner that will not damage underlying materials.
- G. A visual examination shall be carried out over the installed non-woven geotextile to ensure that no potentially harmful objects are present such as small tools, sharp objects, or protruding stones.

3.04 SEAMING AND JOINING

- A. The non-woven geotextile shall be overlapped and sewn together per the manufacturer's recommendations. The minimum overlap shall be one (1) inch.
- B. All seams shall be continuously sewn. On slopes greater than 10:1, all seams shall be oriented parallel to the slope.
- C. On slopes less than or equal to 10:1, damaged areas of a size exceeding 10 percent of the roll width shall be removed and replaced across the entire roll width with new material. Damaged areas of a size less than 10 percent of the roll width may be patched.
- D. On slopes greater than 10:1, geotextile panels which require repair shall be removed and replaced with new material.
- E. The thread used shall consist of high strength polypropylene or polyester. The sewn thread shall be of contrasting color to the non-woven geotextile and of chemical and ultraviolet properties equal to or greater than that of the geotextile.

3.05 DAMAGE REPAIR

- A. Damaged non-woven geotextiles and non-woven geotextiles contaminated with dirt shall be repaired immediately at no additional cost to the Owner.
- B. The patch material used for the repair of a hole or tear shall be the same type of material as the damaged non-woven geotextile.
- C. All patches shall extend at least 12 inches in all directions beyond any portion of the damaged geotextile.
- D. The repair patch shall be sewn in place by hand or machine so as not to accidentally shift out of position or be moved during backfilling or covering operation.
- E. The sewn thread shall be of contrasting color to the geotextile and of chemical and ultraviolet light resistance properties equal to greater than that of the geotextile.
- F. The repair shall be reviewed by the Engineer.

3.06 BACKFILLING OR COVERING

- A. Covering of the non-woven geotextile shall be done in a controlled manner as to not shift the geotextile from its intended position.

- B. Covering material shall not be dropped on the non-woven geotextile in a manner that may puncture or damage the geotextile.**

- END OF SECTION -

SECTION 02376

CRUSHED STONE

PART 1 - GENERAL

1.01 SUMMARY

- A. The Contractor shall furnish all labor, equipment, and materials necessary for the installation of the crushed stone in accordance with the Drawings and Specifications.

1.02 SUBMITTALS

- A. There are no submittals required for this section.

PART 2 - PRODUCTS

2.01 CRUSHED STONE

The crushed stone shall meet the following requirements:

- A. Crushed stone shall be clean, hard, durable limestone and meet the Specifications and gradations set forth in Division 800 of the Kentucky Transportation Cabinet *Standard Specifications for Road and Bridge Construction*, latest edition.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. The crushed stone shall be placed in no greater than 6-inch lifts. Compaction shall be achieved by power equipment. The crushed stone shall be installed to the specified lines, grades, cross sections, and depths shown on the drawings.

- END OF SECTION -

Crushed Stone
02376-1

SECTION 02410

ROCK REMOVAL

PART 1 - GENERAL

1.01 SUMMARY

- A. The Contractor shall excavate rock, if encountered, as required to perform the required work, and shall dispose of the excavated material, and shall furnish acceptable material for backfill in place of the excavated rock.
- B. In general, rock in pipe trenches shall be excavated so as to be not less than six (6) inches from the pipe after it has been laid.
- C. Use of explosives for rock removal shall not be permitted. Rock shall be excavated by means of rock trencher, or by hoe ram in areas field approved by the Owner.

1.02 SAFETY

- A. Conform to all federal, state, and local codes and regulations regarding safety.

1.03 RELATED SECTIONS

- A. Section 02315 - Excavation
- B. Section 02316 - Excavating, Backfilling, and Compacting for Utilities

PART 2 - PRODUCTS

2.01 MATERIALS

- A. **Rock Definition**
Solid mineral material that cannot be removed with a power shovel.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Trenching may be accomplished by means of a backhoe, trenching machine or by hand depending on the construction area. At the Contractor's option, trenching by a trenching machine or by backhoe is acceptable except as noted below:
 - 1. Where the pipeline parallels a state highway and is being installed within the limits of the shoulder, a trenching machine must be used whenever

Rock Removal
02410-1

practicable.

2. Where the pipeline is being constructed close to other utilities, structures, building, or large trees, and it is reasonable to anticipate possible damage from the use of a backhoe, then trenching shall be made by hand methods.

- END OF SECTION -

SECTION 02632
STORMWATER PIPE

PART 1 - GENERAL

1.01 SUMMARY

- A. The Contractor shall furnish all labor, material, and equipment necessary to install stormwater piping and appurtenances as shown on the drawings and specified herein.
- B. This section describes several types of pipe which may or may not apply to the current project. Selected pipe materials will be identified either on the drawings or the bid form.

1.02 RELATED SECTIONS

- A. Section 02315 - Excavation
- B. Section 02316 - Excavating, Backfilling, and Compacting for Utilities
- C. Section 02631 - Manholes

1.03 DELIVERY, STORAGE, AND HANDLING

- A. Pipe and accessories shall be unloaded at the point of delivery, hauled to, and distributed at the site of the project by Contractor in such a manner to avoid damage to the materials. Whether moved by hand, skidways, or hoists, materials shall not be dropped or bumped against pipe or accessories already on the ground or against any other object.
- B. In distributing material at the construction site, each piece shall be unloaded as near the installation point as possible.
- C. Pipe shall be handled in such a manner as to avoid damage to the ends. When such damaged pipe cannot be repaired to the Engineer's satisfaction, it shall be replaced at the Contractor's expense. The interior of all pipe and accessories shall be kept free from dirt and foreign matter at all times. The interior of all pipe and accessories shall be checked for dirt and debris and, if necessary, thoroughly cleaned before use in the project.

PART 2 - PRODUCTS

2.01 PIPING MATERIALS

1. Reinforced Concrete Pipe (RCP)

Work under this Section shall include all labor, excavation, materials, equipment, bedding, backfilling and legal disposal of unneeded and unsatisfactory material at site obtained by CONTRACTOR in accordance to Lexington-Fayette Urban County Government Standard Drawings, and all incidentals necessary to construct Storm Sewer to the sizes and type indicated. Where the Standard Drawing requires a concrete cap, it shall be constructed according to KDOH Standard Specifications for consolidated, unfinished concrete.

All RCP is Class III unless noted otherwise.

The Contractor shall limit active pipe installation to assure clean up following such work. This Work includes new storm drainage lines and all connections to new and existing manholes, pipes and structures as necessary to maintain drainage flow.

- A. Pipe strength classes shall be at a minimum Class III for each size of pipe unless indicated otherwise in the Drawings. Any pipe found defective, or otherwise not meeting the Specifications shall be rejected and replaced by pipe meeting these Specifications at no additional cost to the Owner.
- B. The Contractor shall furnish three copies of the supplier's certification to the Engineer stating that pipe materials were manufactured, sampled, tested, and inspected in accordance with the standards listed in this Section and have been found to meet those requirements.
- C. Circular reinforced concrete pipe shall meet the requirements of ASTM C76, Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe. Unless shown otherwise on the Plans or in the Contract Documents, Class III pipe shall be used.
- D. Rubber and plastic joints shall meet the requirements of AASHTO M198, Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets, for Type A (Rubber Gaskets), Type B (Flexible Plastic Gaskets) gaskets, or Forsheda Rubber Gaskets. Bituminous mastic joint sealing material shall meet the requirements of Kentucky Transportation Cabinet (KYTC) Standard Specifications Section 807.03.04, Joint Sealer for Rigid Pipe, except that asbestos fibers shall not be allowed as filler.
- E. Bedding materials shall be provided as indicated on the Plans and LFUCG's Standard Drawings. When crushed stone is required it shall conform to

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Section 805 of the KYTC Standard Specifications, current edition.

2. Corrugated Plastic (CPP, HDPE, or PP) Storm Sewer Pipe

This article covers the design and manufacture of corrugated plastic pipe (CPP) manufactured according to ASTM F2306 or ASTM 2562 for high density polyethylene pipe, or ASTM F2881 for polypropylene pipe.

CPP, HDPE, or PP shall be furnished, constructed of materials, and to the specifications of this section. The types of corrugate plastic pipe permitted for use on the project will be as noted on the drawings or bid form. The selected pipe will be designated and followed by an appropriate pressure rating or dimension ratio (DR or SDR).

- A. CPP shall have a smooth inner liner and shall be manufactured according to ASTM F2306 for high density polyethylene pipe, or ASTM F2881 for polypropylene pipe.
- B. CPP shall have an integral bell and spigot with an elastomeric seal meeting the requirements of ASTM F477 or ASTM F2648.
- C. CPP may be used up to 36 inches in diameter in easements and public right-of-ways.
- D. Manufacturers of CPP shall be qualified participants of the National Transportation Product Evaluation Program (NTPEP).
- E. Rubber gasket joints shall provide adequate expansion to allow for a 50° change in temperature on one length of pipe. Lubrication for rubber connected couplings shall be water soluble, non-toxic, and have no deteriorating effect on the CPP or rubber gaskets and shall be as supplied by the pipe manufacturer.
- F. All pipe and couplings shall bear identification markings that will remain legible during normal handling, storage, and installation, which have been applied in a manner what will not reduce the strength of the pipe or the coupling or otherwise damage them. Pipe and coupling markings shall include the nominal size and OD base, material code designation, dimension ratio number, and ASTM or AWWA Pressure Class. Each marking shall be applied at intervals of not more than five (5) feet for the pipe and shall be marked on each coupling.

PART 3 - EXECUTION

3.01 LAYING DEPTHS

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Installation of CPP shall follow existing LFUCG standard drawing details and requirements. Additional manufacturer guidelines shall be followed if necessary.

The minimum cover shall be 18 inches. Maximum depth for CPP shall be 16 feet. All necessary precautions shall be taken to avoid operating heavy equipment on top of the pipe until the required cover is attained.

All other stormwater pipe shall be laid in accordance with Section 02316 – Excavation, Backfilling, and Compacting for Utilities.

3.02 PIPE INSTALLATION

Inspection and Handling

- A. All pipe shall be inspected on delivery and pipe sections that do not conform to these Specifications and which are not suitable for use shall be rejected and immediately removed from the work site. Equipment used to handle, lay, and joint pipe shall be so used to prevent damage to the pipe and its jointing materials. All pipe and fittings shall be carefully handled and lowered into the trench. The pipe shall not be rolled, dropped, or thrown into the trench. Damaged pipe or jointing material shall not be installed.

Pipe Laying and Jointing

- A. The laying of pipe shall begin at the lowest point and proceed upstream with the bell or groove ends pointing up-stream. When tying into existing pipe, installation may be from upstream down. Prior to making pipe joints, all joint surfaces shall be clean and dry and free from gravel or other extraneous materials. Comply with manufacturer's recommendations for assembly of joints. All necessary lubricants or adhesives shall be used as recommended by the pipe manufacturer. Suitable means shall be used to force the spigot or tongue end of the pipe the proper distance into the bell or groove end without damage to the pipe and its jointing materials and without disturbing previously laid pipe sections. Special care shall be taken to ensure that the pipe is solidly and uniformly cradled or encased in accordance with these Specifications. No section of pipe shall be brought into position for jointing until the preceding section has been bedded and secured in place.

Line and Grade

- A. Each section of pipe shall be checked for vertical and horizontal alignment immediately after being laid. All adjustments to line and grade must be made by scraping away or filling in under the barrel of the pipe and not by wedging or blocking up any portion of the pipe or striking the pipe in an effort to drive it down.

Protection of Installed Pipe

- A. As the work progresses, the interior of the pipe shall be protected from and cleaned of all dirt, cement, extruded joint materials, debris, and other extraneous material. Wherever pipe laying is stopped for any significant length of time, such as at the end of a workday, the unfinished end shall be protected from displacement, floatation, cave-in, and in-wash of soil or debris. A suitable temporary tight-fitting plug, stopper or bulkhead shall be placed in the exposed bell or groove end of the pipe.
- B. Water shall not be allowed to rise in the excavation until the joint material and/or concrete cradle or encasement has hardened and cannot be damaged by the water. Particular care shall be used to prevent disturbance or damage to the pipe and the joints during backfilling or at any other time. No walking or working over the pipe, except as necessary for placing and compacting backfill, or operating compaction equipment directly over the pipe shall be allowed until a minimum of 24-inches of cover over the outside top of the pipe has been placed. Mechanical compaction in this zone shall be with manual pneumatic tampers or other hand-operated methods which will not damage the pipe.

3.03 JOINT ASSEMBLY

A. Push-On Joints

Push-on joints are to be assembled as follows:

1. Thoroughly clean the groove and bell socket and insert the gasket, making sure that it faces the proper direction and that it is correctly seated.
2. After cleaning dirt or foreign material from the plain end, apply lubricant in accordance with the pipe manufacturer's recommendations. The lubricant is supplied in sterile cans and every effort should be made to keep it sterile.
3. Be sure that the plain end is beveled; square or sharp edges may damage or dislodge the gasket and cause a leak. When pipe is cut in the field, bevel the plain end with a heavy file or grinder to remove all sharp edges. Push the plain end into the bell of the pipe. Keep the joint straight while pushing. Make deflection after the joint is assembled.
4. Small pipe can be pushed into the bell socket with a long bar. Large pipe requires additional power, such as a jack, lever puller, or backhoe. A timber header should be used between the pipe and jack or backhoe bucket to avoid damage to the pipe.

3.04 PIPE CUTTING

Cutting of pipe for the insertion of valves, fittings or closure pieces shall be done in a neat workmanlike manner without creating damage to the pipe, linings, or coatings and in strict accordance to manufacturer's recommendation.

3.05 TESTING

- A. After the gravity piping system has been brought to completion, and prior to final inspection, including fine backfill, the Contractor shall rod out the entire system by pushing through each individual line in the system, from manhole to manhole, appropriate tools for the removal from the line of any and all dirt, debris, and trash. If necessary during the process of rodding the system, water shall be turned into the system in such quantities to carry off the dirt, debris, and trash.
- B. Television Inspection
1. The Contractor shall furnish all necessary labor, materials, equipment, services and incidentals required to visually inspect by means of closed-circuit television (CCTV) all newly installed lines, including, but not limited to, recording and playback equipment, materials and supplies. The inspection shall be performed on one line section (i.e. manhole to manhole) at a time. The section being inspected shall be suitably isolated from the remainder of the system.
 2. The television camera used for line inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera, television monitor and other components of the video system shall be capable of producing a minimum 500-line resolution color video picture. Picture quality and definition shall be to the satisfaction of the Engineer and if unsatisfactory, inspection shall be performed again with the appropriate changes made as designated by the Engineer at no additional cost to the Owner. The television inspection equipment shall have an accurate footage counter that shall display on the monitor, the exact distance of the camera from the centerline of the starting manhole.
 3. The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to ensure proper documentation of the line's condition but in no case will the television camera be pulled at a speed greater than 30 fpm. Manual winches, power winches, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the conditions shall be used to move the camera through the line. If, during the inspection operation, the television camera will not pass through the entire line section, the equipment shall be removed and repositioned

in a manner so that the inspection can be performed from the opposite manhole. All set-up costs for the inspection shall be included in the prices bid. If, again, the camera fails to pass through the entire section, the Contractor shall perform point repairs as required, remove or cut protruding connections, or re-clean or further remove blockage at no additional cost to the Owner.

4. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall be set up between the two manholes of the line being inspected to ensure that good communications exist between members of the crew.
5. Measurement for location of defects shall be above ground by means of a meter device. Marking on cable, or the like, which would require interpolation for depth of manhole, shall not be allowed. Measurement meters shall be accurate to two-tenths of a foot over the length of the line section being inspected. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the Owner's representative.
6. The camera height shall be adjusted such that the camera lens is always centered (1/2 I.D. or higher) in the pipe being televised. Flow shall be controlled such that depth of flow shall not exceed 20% of pipe's diameter.
7. Lighting system shall be adequate for quality pictures.
8. Television inspection logs and printed location records shall be kept which shall clearly show the location, in relation to adjacent manholes, of each defect. In addition, other data of significance including the locations of joints, unusual conditions, roots, storm connections, cracked or collapsed sections, presence of scale and corrosion, line sections that the camera failed to pass through and reasons for the failure and other discernible features shall be recorded and annotated using the Pipeline Assessment Certification Program (PACP) system and a copy of such records shall be supplied to both the Owner and the Engineer.
9. Video recordings shall be made of the television inspections and copies of the recordings and printed inspection logs shall be supplied to the Owner and Engineer.
10. Digital Recordings
 - a. The purpose of digital recording shall be to supply a visual and audio record of areas of interests of the pipe segments that may be replayed by the Owner. Digital recording playback shall be at the same speed that it was recorded and shall be made in color. The Contractor shall be required to have all digital media and

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necessary playback equipment readily accessible for review by the Owner/Engineer during the project.

- b. The Contractor shall perform CCTV inspection of each newly installed pipe segment (manhole to manhole). Each test shall be witnessed by the Engineer and/or Owner.
- c. The Contractor shall record each CCTV inspection on a DVD and submit such recordings to the Engineer as a prerequisite for Partial Utilization/Substantial Completion.
- d. CCTV inspections shall be performed after all backfill has been placed and final grades have been established (if in a paved area, prior to placement of asphalt or concrete pavement), and after all manhole and pipe testing has been performed and approved by the Engineer.
- e. CCTV inspections shall be performed by a PACP certified and trained person.
- f. Inspections shall include narration that notes the location and type of defects, if any.
- g. At the completion of the project, the Contractor shall furnish all of the original digital recordings to the Owner. Each disc shall be labeled as to its contents. Labels shall include the disc number, date televised, segment reach designation, street location, and manhole numbers on the disc. The Contractor shall keep a copy of the discs for 30 days after the final payment for the project, at which time the discs may be erased at the Contractor's option.

C. Deflection Testing

1. Mandrel testing shall be required for all newly installed lines. The Contractor shall be responsible for providing all necessary equipment, materials, accessories, and labor to perform the test.
2. The testing shall be conducted in accordance with KYTC Kentucky Manual (KM) 64.114-14.
3. The testing shall be conducted 30 days after backfill has been placed and final grades achieved. (If in a paved area, prior to placement of asphalt or concrete pavement.)
4. The line shall be replaced, including all testing, at no additional cost to the Owner if the deflection is greater than 7.5%.

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5. Allowable deflections on any axis are presented in the table below.

Base Pipe Diameter	AASHTO Nominal Diameter	Max Deflection Limit
(inches)	(inches)	7.5% (inches)
15	14.76	13.65
18	17.72	16.39
24	23.62	21.85
30	29.53	27.32
36	35.43	32.77

- D. The Contractor shall furnish suitable test plugs, equipment, and appurtenances, and all labor required to properly conduct the tests. Suitable bulkheads shall be installed, as required, to permit the test of the line. The Contractor shall construct weirs or other means of measurements as may be necessary.
- E. Should the sections under any test fail to meet the requirements, the Contractor shall do all work of locating and repairing the lines and retesting as the Engineer may require without additional compensation.
- F. If, in the judgment of the Engineer, it is impracticable to follow the foregoing procedures for any reason, modifications in the procedures shall be made as required and as acceptable to the Engineer, but in any event, the Contractor shall be responsible for the ultimate tightness of the line within the above test requirements.

- END OF SECTION -

SECTION 02740

BITUMINOUS PAVEMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF THE WORK

- A. Extent of bituminous pavement includes roads, driveways, and parking areas.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. 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 the Kentucky Transportation Cabinet Standard Specifications, (KYTC) Latest Edition specially but not limited to: Sections 207, 601, 602, 801, 802, 803, 804, 805, 806, 807, 811, 812, 813, 823, 828, and 844 of the KYTC Standard Specifications, current edition and associated cross references, but only to the extent that these KYTC sections do not conflict with the content of these Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

1.03 QUALITY ASSURANCE

- A. Performance: Bituminous seal coat that fails as the result of not meeting the requirements of these Specifications shall be corrected at the Contractor's expense.
- B. The design plant mix shall be submitted to the Engineer for review and acceptance. The submittal shall include the last date the mixture was approved by the Kentucky Transportation Cabinet for use on a state road project; and the location where the mixture was recently used, and the name and address of the paving contractor.

PART 2 - PRODUCTS

2.01 BITUMINOUS CONCRETE SURFACE MATERIAL

- A. Aggregates shall meet the applicable requirements of KYTC.
- B. Bituminous materials shall meet the applicable requirements of KYTC.
- C. Bituminous materials for tack coat shall be one of the following: SS-1, SS-1h, CSS-1, CSS-1h, AE-60, RS-1, CRS-1, RC-70 or RC-250.
- D. Steel, wood or other suitable material shall be of size and strength necessary to resist movement during bituminous placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.

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2.02 BITUMINOUS SEAL COAT MATERIAL

- A. Coarse aggregate shall be Kentucky Transportation Cabinet Standard Size No. 8, meeting applicable requirements of Section 805 of KYTC.
- B. Bituminous materials shall meet applicable requirements of Section 806 of KYTC Standard Specifications.

2.03 TRAFFIC PAINT

- A. Traffic paint per the requirements of the KYTC Standard Specifications, latest edition.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION

The road shall be swept with an approved mechanical sweeper and with wire hand brooms, when necessary. Special care shall be taken to clean the edges of the surface so that full width of the roadway to be treated shall be uniformly clean. Where any mud or earth exists, it shall be removed sufficiently in advance of application of bituminous material to allow the surface to become thoroughly dry.

3.02 BITUMINOUS CONCRETE PAVING

- A. Composition of Mixtures: Surface pavement mixture, meeting requirements of the KYTC Standard Specifications shall be used as determined by local plant mix availability. The mixture shall have been approved recently by the Kentucky Transportation Cabinet, used recently on a state project, and conform to the requirements below when tested in accordance with ASTM D 1559-76:

Stability, minimum pounds.....	1200
Flow, 0.01-inch	Min. 6, Max. 16
Percent air voids.....	Min. 4, Max. 8
Minimum voids in mineral aggregate, percent:	
3/4 inch.....	14
1 inch.....	13

- B. Construction Methods: Construction requirements shall conform to applicable requirements of KYTC Standard Specifications.
- C. A tack coat shall be required to bond new paving to the surface of concrete or brick pavements and bases or existing bituminous surfaces. It shall be applied in accordance with Section 407 of KYTC Standard Specifications.

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D. Where bituminous paving is placed against vertical surfaces such as curbs, gutters, manhole frames, valve boxes, etc., the vertical face shall be tack coated to seal the surface. Where these surfaces are inaccessible to pressure distributor, the tack coat may be brushed into place. The tack coat shall not be allowed to spill over onto any horizontal surface outside the area to be paved.

E. Unless otherwise indicated on the Drawings or in these Specifications, the compacted thickness of the bituminous concrete paving shall be a minimum of two (2) inches and the minimum ambient temperature for placing shall be 40° F. Mixing and laying temperatures shall be as follows:

Aggregates	Min. 240° F; Max. 325° F
Asphalt Cement.....	Min. 225° F; Max. 325° F
Mixture at Plant (measured in truck)	Min. 240° F; Max. 325° F
Mixture when Placed (measured in truck when discharging).....	275° ± 20° F**

**The 275° F + 20° F mixture placing temperature is based on 275° F being about the ideal temperature for obtaining optimum compaction under average conditions. However, when the distance between asphalt plant and the job is such that specified placing temperatures cannot be maintained even though maximum mixing temperatures are covered, insulated hauling equipment as described below are used, the minimum placing temperature shall be 225° F.

F. Trucks for hauling bituminous mixtures shall have tight, clean, and smooth metal beds that have been sprayed with a minimum amount of soap emulsion, paraffin oil, or other approved material that is not detrimental to the mixture to prevent the mixture from adhering to the beds. All trucks shall be equipped with covers of sufficient size to completely cover the located material and all covers shall be securely fastened in place before the truck leaves the plant. Truck beds shall be insulated, when necessary, to maintain the specified temperature to the point of delivery. Any truck causing excessive segregation of material by its spring suspension or other contributing factors shall be discharged from the work until such conditions are corrected.

G. The Contractor shall have an accurate thermometer on the job at all times for verifying all temperature requirements and for taking temperature measurements whenever requested by the Engineer or Owner. The Contractor shall closely control temperature and compaction requirements to achieve quality bituminous paving and related work.

H. Bituminous paving that fails as the result of not meeting the requirements of these Specifications shall be removed and replaced at the Contractor's expense.

3.03 STRIPING

- A. Install striping paint to match existing and in accordance with the KYTC Standard Specifications, latest edition.

- END OF SECTION -

SECTION 02750

PORTLAND CEMENT CONCRETE PAVING

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide Portland cement concrete paving at following locations and prepared subbase and compacted base.
1. Driveways and vehicular entrances.
 2. Walkways.
 3. Curbs.

1.02 SUBMITTALS

Submit to Engineer product data, mix design, mock-ups, and test reports for approval.

1.03 QUALITY ASSURANCE

Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

Portland Cement Concrete Paving shall meet the Specifications and gradations set forth in Division 800 of the Kentucky Transportation Cabinet *Standard Specifications for Road and Bridge Construction*, latest edition.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Concrete Mix Design

Conform to specific mixes in Section 03300 as required for sidewalks, curbs, and vehicular ways.

B. Exposed Aggregate Paving

1. Aggregate to match approved sample.
2. Retarder.

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C. Reinforcing

6 x 6, 2.9 x 2.9 welded flat wire mesh and ASTM A36 deformed steel bars.

D. Joints

Preformed joint fillers/sealers.

E. Finish

1. Paving: Fine bristled stiff broom.
2. Exposed aggregate finish: Match approved sample.
3. Imprinting: Tools and hardeners by Bomanite Corp.
4. Curbs: Steel form finish.

F. Thickness

1. As indicated in Lexington-Fayette Urban County Government Standard Drawings, Latest Edition.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Proof roll subbase and check for unstable areas. Report unsatisfactory conditions in writing. Beginning paving work means acceptance of subbase.
- B. Comply with concrete section for concrete mix, testing, placement, joints, tolerances, curing, repairs, and protection.

- END OF SECTION -

SECTION 02920

SEEDING AND SODDING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Landscape development work in this phase shall consist of the installation of ground cover and lawns. "Planting Area" means all areas to be planted with ground cover, erosion control plantings, and/or lawns.

1.02 RELATED WORK

- A. Subgrade elevations, excavation, fillings, and grading required to establish elevations shown on Drawings are not specified in this Section.

1.03 SCOPE

- A. Furnish all material, labor, transportation, and equipment to properly complete the landscaping and turfing of the planting areas, or reasonably implied to complete the construction. Included as a part of the work of this Section, but not necessarily limited by it, are the following items:
 1. Clear and remove from the planting areas all debris, surface growth, or other undesirable material.
 2. Fine grading of all turf and planting areas, including the addition of amended topsoil if required.
 3. Topsoil shall be placed to a minimum compacted depth of 6 inches and on all disturbed areas.
 4. Vinca and/or Vetch shall be planted on all slopes steeper than 4:1, or as otherwise shown on the Drawings.
 5. Furnishing and installation of all lawns and ground covers.
 6. Providing maintenance throughout establishment.
 7. Cleanup and weeding of all landscaped areas.
 8. Seed and mulch all disturbed areas with slopes shallower than 4:1 with grass seed.

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9. Seed and mulch all disturbed areas with slopes steeper than 4:1 with crown vetch.
10. Sod areas shown on Drawings.

1.04 SPECIAL REQUIREMENTS

- A. All scaled dimensions on the Drawing are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions, quantities and grade elevations, and shall immediately inform the Engineer of any discrepancies.

During the construction and maintenance period, the contractor shall take every precaution and avoid damage to any underground facilities. The Contractor shall be held responsible for any and all damage to such facilities and shall repair the same at no cost to the Owner.

- B. When conditions are such, by reason of drought, high wind, excessive moisture, or other factors, that satisfactory results are not reasonably attainable, the work shall be stopped and shall be resumed only when conditions are again favorable.

Grading and soil preparation work shall be performed only during periods when beneficial and optimum results may be obtained. If the moisture content of the soil should reach such a level that working it would destroy the soil structure, spreading, grading and tilling operations shall be suspended until the moisture content reaches acceptable levels and the desired results are attainable.

PART 2 - MATERIALS

2.01 GENERAL

- A. All materials shall be of standard, approved and first grade quality and shall be in prime condition when installed and accepted. Any commercially processed or packaged material shall be delivered to the site in the original unopened container bearing the manufacturer's guaranteed analysis.

2.02 TOPSOIL

- A. Topsoil shall be existing on site topsoil, stockpiled during excavation, and redistributed over final excavated area.

2.03 SOIL CONDITIONERS AND FERTILIZERS

- A. Soil conditioners may include any or all of the specific conditioners herein specified and shall be applied at rates indicated on the Drawings or in the Special Conditions.
- B. Manure: Manure shall consist of ground, well composted steer manure as taken from feeding pens, which is screened to pass through a one inch screen and which is free of weed seeds, dirt, sawdust, shavings, straw, refuse, harmful chemicals and other foreign matter. The material shall be composted no less than 180 days and no more than one year. The manure shall be subject to inspection prior to delivery.
- C. Lignin Based Soil Conditioners: Lignin based soil conditioners shall be an organic based soil conditioner manufactured under a process which by action of sulphuric acid and hot gases separates cellulose from wood, leaving long lasting lignin particles.

The material shall have the following analysis:

pH	5.5%
Moisture	15.5%
Ash	1.9%
Organic Matter	84.6%
Total Nitrogen	1.0%
Total Phosphoric Acid	0.05%
Total Potash	0.05%

As "Loamite Soil Amendment" or equal in quality.

- D. Redwood Shavings: Redwood shavings shall be leached and nitrogen fortified with the residual nitrogen content of 1%.
- E. Fertilizer: Fertilizer shall be a commercial grade pelleted or chip type, as "Agriform Blue Chip", or equal, uniform in composition, dry and free flowing, of the following analysis:

Nitrogen	24.0% minimum
Nitroform	14.0% minimum
Phosphoric Acid	24.0% minimum
Potash	8.0% minimum
Iron (metallic)	0.4% minimum

Particle size not less than 2% through a number 48 mesh.

And/or

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Commercial fertilizers with an analysis of 1584 or approved substitute as required by the specifications.

Fertilizer shall be delivered to the site in the original unopened container bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted.

- F. Peat Moss: Peat moss shall be a commercial baled Canadian sphagnum material with a pH of 4.5 to 5.5. The moss shall be free of woody material and minerals or foreign matter harmful to plant life. As "Sunshine" brand or equal.

2.04 GRASS SEED

- A. The seed mixture to be sown shall be in the following proportions:

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

- B. All seed shall be fresh and clean and shall be delivered mixed, in unopened packages, bearing a guaranteed analysis of the seed and mixture.
- C. Germination must be certified to conform to the following minimums: 90% pure and 85% germination.

2.05 CROWN VETCH (Crown vetch slopes of 3:1 or greater)

The seed mixture to be sown shall be in the following proportions:

<u>Common Name</u>	<u>Proportion Botanical Name</u>	<u>Percent By Weight</u>	<u>Percent Of of Purity</u>	<u>Germination</u>
Penngift Crown Vetch (inoculated)	Coronilla Vetchii "Penngift"	75%	90%	90%

2.06 SOD

- A. Sod shall be well-rooted Kentucky Bluegrass (*Poa pratensis*) completely free of

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noxious weeds. It shall be mowed to a height not to exceed 3" before lifting, and shall be of uniform thickness, with not over 1-1/2" or less than 1" of soil.

- B. Nursery sod shall meet applicable requirements set out above and shall be a variety or blend of Kentucky Bluegrass. It shall comply with nursery inspections and plant quarantine regulations of the states of origin and destination as well as with Federal regulations governing interstate movement of nursery stock. A valid copy of the certification of nursery inspection shall accompany each shipment.

PART 3 - EXECUTION

3.01 GRADING AND SOIL PREPARATION

- A. Final Grades: After the foregoing specified deep watering, minor modifications to grade may be required to establish the final grade. These areas shall not be worked until the moisture content has been reduced to a point where working it will not destroy the soil structure.
 - 1. Finish grading shall insure proper drainage of the site.
 - 2. All areas shall be graded so that the final grades will be one inch below adjacent paved areas, sidewalks, valve boxes, headers, cleanouts, drains, manholes, etc.
 - 3. Surface drainage shall be away from all building foundations.
 - 4. Eliminate all erosion scars.
 - 5. The Contractor shall request an inspection by the Engineer for approval of the final grades and elevations before planting operations shall begin.
- B. Lawn: Lawns will be planted by sodding.
 - 1. After preparation of soil in accordance with section on "Grading and Soil Preparation," the areas to be planted to lawn shall be rolled, raked, and floated to finish grade by any method acceptable to the Owner, with the finish grade being smooth and even, free of rocks and clods, and reasonably well firmed. Prior to planting, the surface of the area shall be sufficiently loose and friable to receive the seeds, or sod.
 - 2. Pre-Fertilization

Just prior to the planting of turf, evenly broadcast 15 pounds per thousand square feet of commercial fertilizer, 24/24/8, as specified under materials.
 - 3. Method

- a. This work consists of furnishing all labor, equipment and materials and in performing all operations in connection with the fertilizing and seeding of all the finished graded areas not specified to be sodded or occupied by structures, roads, concrete slabs, sidewalks, walls, etc., and including grassed areas destroyed or damaged by the Contractor.
- b. The areas to be seeded shall be thoroughly tilled to a depth of at least 4" by discing, harrowing, or other approved methods until the condition of the soil is acceptable to the Engineer. After harrowing or discing, the seed bed shall be dragged and/or hand raked to finished grade.
- c. Fertilizer shall be 25 lbs. of 10/20/10 or equivalent per 1,000 square feet. The incorporation of the fertilizer and the agricultural lime may be a part of the tillage operation and shall be applied to less than 24 hours nor more than 48 hours before the seed is to be sown.
- d. Seed shall be broadcast either by hand or approved sowing equipment at the rate of six pounds per 1,000 square feet, uniformly distributed over the area. Broadcasting seeding during high winds will not be permitted. The seed shall be drilled or raked into a depth of approximately 1/2 inch and the seeded areas shall be lightly raked to cover the seed and rolled. Drill seeding shall be done with approved equipment with drills not more than 3 inches apart. All ridges shall be smoothed out, and all furrows and wheel tracks likely to develop into washes, shall be removed.
- e. Seed may be sown during the following periods:

February 1 to April 15
August 15 to October 15
- f. Seed may not be sown at any other time except with the written approval of the Engineer.
- g. After the seed has been sown, the areas so seeded shall be mulched with clean straw at the rate of one (1) bale per 2,000 feet (approximately 1 inch loose depth). Mulch on slopes shall be held in place with binder twine staked down at approximately 18 inch centers or by other equally acceptable means.
- h. Areas seeded shall be protected until a uniform stand develops, when it will be accepted and the Contractor relieved of further responsibility for maintenance. Displaced mulch shall be replaced or any damage to the seeded area shall be repaired promptly, both in a manner to cause minimum disturbance to the existing stand of

Seeding and Sodding
02920-6

grass. If necessary to obtain a uniform stand, the Contractor shall refertilize, reseed and remulch as needed. Scattered bare spots up to one (1) square yard in size will be allowed up to a maximum of 10 percent of any area.

- i. Payment for seeding and mulching shall be included in the lump sum bid.

4. Top Dressing

Top dressing may be applied at the option of the Contractor.

5. Initial Watering

Immediately following planting or top dressing, if applied, apply a light, fine mist spray to anchor the seed, stolons, and/or dressing to the soil, forming a protective crust to prevent wind erosion and drying of the seed or stolons. The lawn areas shall be kept moist, but not glistening wet, until full germination.

6. Final Compaction

Fully germinated lawn areas shall be allowed to dry sufficiently to permit rolling with approximately two hundred to three hundred pound water weighted roller to satisfactorily compact the soil around the grass roots and to provide a firm, smooth mowing surface.

C. Sodding: Sod shall be placed as shown on the Drawings.

1. Edges of sod shall be cut cleanly, either by hand or machine, to a uniform thickness of 1-1/2 inches or more, depending on the nature of the sod, so that practically all of the dense root system of the grasses is retained. The roots shall be exposed in the sod strip to allow the sod to be handled without undue tearing or breaking. The sod strip shall be of a uniform width of no less than 16 inches and no less than 2 feet in length. Sod shall be free from all primary noxious weeds in accordance with Section 913.04 of IDOHSS. Acceptance in the field before cutting shall not preclude rejection when delivered to the site if such contamination is found.

3.03 ESTABLISHMENT AND MAINTENANCE PERIOD

- A. The Contractor shall continuously maintain all areas involved in this contract during the progress of the work and during the establishment period until final acceptance of the work by the Owner.
- B. The contractual establishment period shall be for no less than 30 continuous calendar days.

- C. The contractual establishment period begins on the first day after all planting in this project is completed and accepted and the planted areas are brought to a neat, clean and weed free condition.
- D. Any day upon which no work will be required, as determined by the Engineer will be credited as one of the plant establishment working days regardless of whether or not the Contractor performs plant establishment work.
- E. Any day when the Contractor fails to adequately maintain plantings, replace unsuitable plants or do weed control or other work, as determined necessary by the Engineer, will not be credited as one of the plant establishment working days.
- F. Improper maintenance or possible poor condition of any planting at the termination of the scheduled establishment period may cause postponement of the final completion date of the contract. Maintenance shall be continued by the Contractor until all work is acceptable.
- G. In order to carry out the plant establishment work, the Contractor shall furnish sufficient men and adequate equipment to perform the work during the plant establishment period.
- H. Maintenance shall be according to the following standards:
 - 1. All areas shall be kept free of debris and all planted areas shall be weeded and cultivated at intervals of not more than ten days. Watering, mowing, rolling, edging, trimming, fertilization, spraying and pest control, as may be required, shall be included in the establishment period.
 - 2. The Contractor shall be responsible for maintaining adequate protection of the area. Damaged areas shall be repaired at the Contractor's expense.
 - 3. Between the 15th day and the 20th day of the establishment period, the Contractor shall reseed or resod all spots or areas within the lawn where normal turf growth is not evident.
 - 4. Post fertilize all lawns in planted areas at the end of 30 days of maintenance at the rate of 13 pounds per thousand square feet using fertilizer with the analysis 1584 evenly applied and thoroughly watered in.

3.04 GUARANTEE AND REPLACEMENT

Note: The following guarantees have no effect on the one year guarantee on labor and workmanship.

- A. Any material found to be dead, missing, or in poor condition during the establishment period shall be replaced immediately. The Engineer shall be the sole judge as to the condition of material. Material found to be dead or in poor condition within the guarantee period shall be replaced by the Contractor within

Seeding and Sodding
02920-8

15 days of written notification by the Owner.

- B. Replacement shall be made to the same specifications required for original plantings.
- C. Material and labor involved in the replacing of materials shall be supplied by the Contractor at no additional cost to the Owner.

3.05 INSPECTIONS

- A. Normal progress inspections shall be requested from the Engineer at least 48 hours in advance of an anticipated inspection. An inspection will be made by the Engineer on each of the steps listed below. The Contractor will not be permitted to initiate the succeeding steps of work until he has received written approval to proceed by the inspector.
 - 1. Immediately prior to the commencement of work of this section.
 - 2. Installation of all ground covers.
 - 3. Planting of all lawn areas.
 - 4. Final inspection.
 - 5. Final acceptance of the project.

- END OF SECTION -

**Seeding and Sodding
02920-10**

SECTION 02960

BITUMINOUS PAVEMENT MILLING & TEXTURING

PART 1 - GENERAL

1.01 DESCRIPTION OF THE WORK

- A. Remove existing pavement by milling and texturing.

1.02 RELATED SECTIONS

- A. Section 02740 – Bituminous Pavement
- B. Unless noted, all specification designations refer to the Kentucky Transportation Cabinet Standard Specifications, (KYTC) Latest Edition.

PART 2 – PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.01 MILLING AND TEXTURING

- A. Bituminous pavement shall be removed to a depth of 1 ½” inches, measured at the cutting edge of the drum. Equipment shall be capable of removing pavement to required depth while providing cross slope and surface texture.
- B. After milling and texturing, confirm finish surface provides required cross slope for drainage. Also verify the surface is smooth free of imperfections such as gouges, ridges, and oil film.
- C. All milled and textured pavement shall be swept and removed from surface and hauled immediately.
- D. Elevations of longitudinal edges of adjacent cuts shall not exceed 1/8 inch.
- E. Surface Tolerances shall conform with the KYTC Standard Specifications.
- F. Approaches and tapers shall be textured to match the final finish cut and shall transition to match the adjoining pavement.
- G. When necessary, apply water for dust control.

**Bituminous Pavement Milling and Texturing
02960-1**

- H. **Construction Methods:** Construction requirements shall conform to applicable requirements of KYTC Standard Specifications.

- END OF SECTION -

Clarkd|ietz

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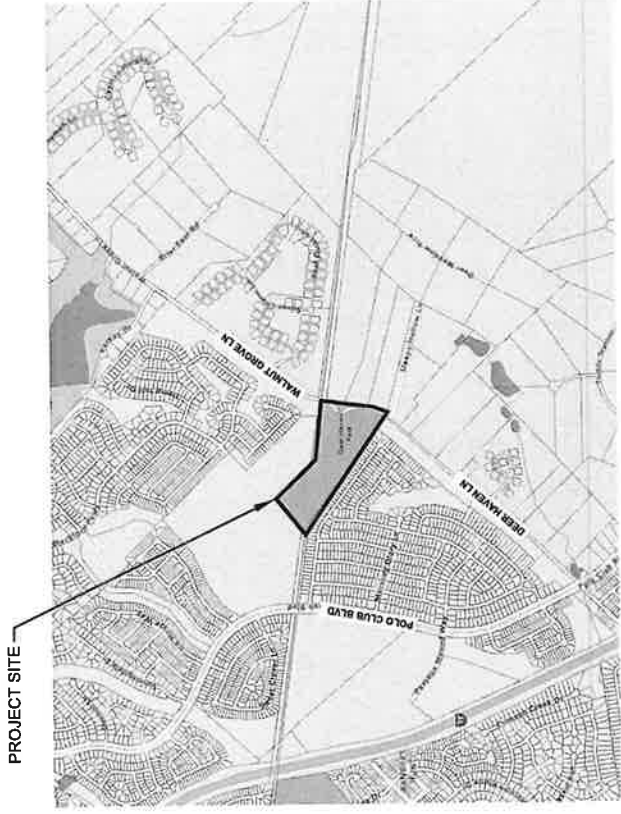
PROJECT TITLE
 LFUGG PARKS & RECREATION
 DEER HAVEN PARK PHASE 1
 FAYETTE COUNTY, KENTUCKY

COVER SHEET

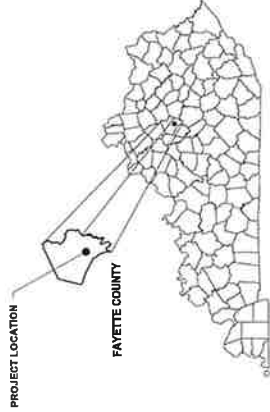
PROJECT NO.
 L1125001

1

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT PARKS AND RECREATION DEER HAVEN PARK - PHASE 1 JANUARY 2026 LFUGG BID #06-2026



PROJECT LOCATION MAP



GENERAL LOCATION MAP

DRAWING INDEX

- NO. TITLE
- 1 COVER SHEET
- 2 GENERAL NOTES
- 3 PLANS
- 4 EXISTING CONDITIONS
- 5 EROSION AND SEDIMENT CONTROL PLAN
- 6 EROSION AND SEDIMENT CONTROL DETAILS
- 7 OVERALL SITE PLAN
- 8 MASTER GRADING PLAN
- 9 COURTS AREA GRADING PLAN
- 10 PICKLEBALL COURT DETAIL
- 11 PLAYGROUND GRADING PLAN
- 12 PARKING LOT GRADING PLAN
- 13 PLANS & PROFILES
- 14 PLAN & PROFILE 12' PATH
- 15 PLAN & PROFILE 12' PATH
- 16 PLAN & PROFILE CONNECTOR PATHS
- DETAILS
- 17 STANDARD DETAILS
- 18 STANDARD DETAILS



NOTE: OPERATIONAL PLAN IS NOT TO BE CONSIDERED BY TACKLING ANY PORTION OF THIS CONTRACT.

FOR CONSTRUCTION
THIS VERSION OF THE DRAWING REFLECTS THE LATEST REVISIONS AND IS THE ONLY VERSION TO BE USED FOR CONSTRUCTION.

PROJECT TITLE
LFUGC PARKS & RECREATION

DEER HAVEN PARK PHASE 1

FAYETTE COUNTY, KENTUCKY

DRAWING TITLE
GENERAL NOTES

PROJECT NO.
L1125001

DRAWING NO.
2

DATE
11/11/2016

DESIGNED BY
JOB

DRAWN BY
JOB

CHECKED BY
JOB

DATE CHECKED
7/27/13

GENERAL NOTES:

- CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES WITHIN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR TO THE SATISFACTION OF THE UTILITY COMPANY AND/OR OWNER OR OWNERS REPRESENTATIVE.
- CONTRACTOR SHALL PREPARE AS PART OF HIS CONSTRUCTION SCHEDULES, PLAN AN EROSION AND SEDIMENT CONTROL PLAN THAT MEANS OF CONTROLLING EROSION AND SEDIMENT DUE TO CONSTRUCTION ACTIVITIES THROUGHOUT THE ENTIRE PROJECT. GUIDANCE FOR PREPARING THIS DOCUMENT MAY BE FOUND IN LFUGC STORMWATER MANUAL, CHAPTER 11, AND HEREIN. CONSTRUCTION SCHEDULES, PLAN AND EROSION AND SEDIMENT CONTROL PLAN MUST BE SUBMITTED FOR APPROVAL BY THE OWNER OR OWNERS REPRESENTATIVE. THESE DOCUMENTS ARE SUBJECT TO THE LFUGC STANDARDS AS OUTLINED IN THE LFUGC STANDARD DRAWINGS 2017 MANUAL, ENGINEERING UPC STANDARDS, OR ASSOCIATED DETAILS PROVIDED WITHIN THESE DOCUMENTS. APPROVED BY OWNER OR OWNER REPRESENTATIVE.
- ALL EXISTING STRUCTURES, WALKS, BENCHES, COURTS, EQUIPMENT OR ANY OTHER STRUCTURE OR OBJECTS TO BE PROTECTED. CONTRACTOR IS PROHIBITED FROM PARKING OR STORING MATERIALS OR EQUIPMENT ON OR NEAR ANY OF THESE STRUCTURES, WALKS, BENCHES, COURTS, OR OTHER STRUCTURES UNLESS OTHERWISE APPROVED BY OWNER OR OWNERS REPRESENTATIVE.
- ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES UNLESS OTHERWISE NOTED ON PLAN, ARE TO BE RESTORED TO ORIGINAL CONDITION OR BETTER. SOILS FREE OF TRASH, STONES, CLUMPS, ROOTS OR ANY OTHER OBJECTS THAT PREVENTS THE HEALTHY GROWTH OF NATIVE TURF GRASS SHALL BE SOWN WITH NATIVE TURF GRASS AS NOTED IN THE "SEEDING AND SODDING NOTES".

SEEDING & SODDING NOTES:

- ALL RESTORED AREAS TO BE CLEANED OF STONES AND OTHER DEBRIS (OVER TWO INCHES IN DIAMETER) FROM THE TOP TWO INCHES OF SOIL. SOIL SHALL BE CULTIVATED TO A MINIMUM DEPTH OF THREE TO FOUR INCHES TO PREPARE THE COMBINATION OF SOIL AND SEED FOR OPTIMUM GERMINATION AND OPERATIONAL MODERATELY STEEP SLOPES, AS NOTED ON PLAN, SHALL ONLY BE CULTIVATED IMMEDIATELY PRIOR TO SEEDING TO REDUCE THE POSSIBILITY OF EROSION. AS NOTED ON PLAN, SEED SHALL BE APPLIED, SURFACE AND THOROUGHLY MIXED INTO THE TOP TWO INCHES OF TOPSOIL. SEEDING SHALL BE SIMILAR TO SURROUNDING AREAS AS NOTED ON PLAN. THEN ADD 1 POUND/1000 SQUARE FEET OF A TURF TYPE PERENNIAL PEGGRASS (LOCALUM) PROVIDED FOR ALL AREAS TO BE RESTORED TO ORIGINAL CONDITION OR BETTER. FAYETTE COUNTY AGRICULTURE EXTENSION OFFICE.
- ALL RESTORED AREAS TO BE UNIFORMLY COVERED WITH NATURAL STRAW, FREE OF NOXIOUS WEEDS, AT A RATE OF 1 TON PER ACRE. SEED SHALL BE DONE BETWEEN FEBRUARY 15 AND APRIL 15 OR FROM AUGUST 15 TO SEPTEMBER 30. FOR OTHER TIMES OF THE YEAR CONSULT WITH OWNER OR OWNERS REPRESENTATIVE FOR APPROVED PLAN.

EROSION & SEDIMENT CONTROL NOTES:

- CONTRACTOR SHALL PREPARE AS PART OF HIS CONSTRUCTION SCHEDULES, PLAN AN EROSION AND SEDIMENT CONTROL PLAN THAT MEANS OF CONTROLLING EROSION AND SEDIMENT DUE TO CONSTRUCTION ACTIVITIES THROUGHOUT THE ENTIRE PROJECT. GUIDANCE FOR PREPARING THIS DOCUMENT MAY BE FOUND IN LFUGC STORMWATER MANUAL, CHAPTER 11, AND HEREIN. CONSTRUCTION SCHEDULES, PLAN AND EROSION AND SEDIMENT CONTROL PLAN MUST BE SUBMITTED FOR APPROVAL BY THE OWNER OR OWNERS REPRESENTATIVE. THESE DOCUMENTS ARE SUBJECT TO THE LFUGC STANDARDS AS OUTLINED IN THE LFUGC STANDARD DRAWINGS 2017 MANUAL, ENGINEERING UPC STANDARDS, OR ASSOCIATED DETAILS PROVIDED WITHIN THESE DOCUMENTS. APPROVED BY OWNER OR OWNER REPRESENTATIVE.
- CONTROL RUNOFF ARISING FROM THE CONSTRUCTION AREA, SUCH THAT THE EFFECTS OF DISTURBING THE GROUND SURFACE ARE MINIMIZED ON SITE AND DOWNSTREAM.
- CONSTRUCTION IS TO BE SEQUENCED SUCH THAT EROSION AND SEDIMENT TRANSPORT IS MINIMIZED. EROSION AND SEDIMENT CONTROL PLAN INCLUDED HEREIN SPECIFICATIONS FOR UTILIZING EROSION AND SEDIMENT CONTROL PLAN INCLUDED HEREIN FOR PERIODIC INSPECTION AND ENSURING THAT THEY ARE IN GOOD WORKING ORDER. ALL OF THE DISTURBED AREAS LYING UPSTREAM HAVE BEEN STABILIZED. DETAILS ARE INCLUDED HEREIN FOR THE CONSTRUCTION OF SILT FENCES. CONTRACTOR IS RESPONSIBLE FOR PERIODIC INSPECTION AND ENSURING THAT THEY ARE IN GOOD WORKING ORDER. USE SAND BAG SILT BARRIERS WHEN SILT FENCING CANNOT BE USED.
- STABILIZED CONSTRUCTION ENTRANCES ARE REQUIRED AT ALL POINTS OF ACCESS FOR DRIVERS AND RESIDENTS NEAR THE CONSTRUCTION SITE. CONSTRUCTION ENTRANCES ARE REQUIRED WHEREVER VEHICLES ARE LEAVING A CONSTRUCTION SITE AND ENTER ONTO A PUBLIC ROAD AND AT ANY UNPAVED ENTRANCES TO THE CONSTRUCTION SITE. ENTRANCES SHALL BE AT LEAST 20 FEET LONG AND AS WIDE AS THE ENTIRE WIDTH OF THE ACCESS. THE ENTRANCE SHALL BE CONSTRUCTED OF A MINIMUM OF 4" THICKNESS OF #4 CRUSHED STONE LAD OVER KYTC-TYPE II FILTER FABRIC. THE ENTRANCE SHALL BE AT LEAST 20 FEET LONG AND AS WIDE AS THE ENTIRE WIDTH OF THE ACCESS. THE ENTRANCE SHALL BE MAINTAINED TO PREVENT SEDIMENTS BEING DEPOSITED ONTO PUBLIC RIGHTS-OF-WAY, WHICH MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE, OR OTHER MEASURES. ASSEMBLED MATERIAL TRUCK OR STREET SWEEPER AVAILABLE AT ALL TIMES.
- EROSION CONTROL BLANKETS SHALL BE USED ON RECENTLY PLANTED SLOPES TO PROTECT SEEDING AND EROSION CONTROL MATTING. IN ALL CASES, THE CONTRACTOR SHALL PERFORM PERIODIC INSPECTION TO ENSURE PROPER PERFORMANCE & SHALL COMPLETE ANY NECESSARY REPAIRS. LFUGC FIGURES 11-1, 5, 6 & 7 PROVIDE GUIDANCE FOR USING EROSION CONTROL MATTING ON SLOPES.
- CONCRETE WASHOUT PITS SHALL BE CONSTRUCTED TO MINIMIZE THE DISCHARGE OF POLLUTANTS INTO STREAMS. THEY SHALL BE SIZED APPROXIMATELY 20' X 2' X 2' AND SHALL BE MAINTAINED IN GOOD WORKING ORDER BY THE CONTRACTOR THROUGHOUT THE PROJECT AND BE CLEANED WHEN THEY REACH APPROXIMATELY 75% OF THEIR VOLUME.
- INLET PROTECTION SHALL BE PROVIDED AT ALL STORM DRAIN INLETS. THE PURPOSE OF THE INLET PROTECTION IS TO PREVENT SEDIMENT FROM ENTERING STORM DRAINAGE SYSTEMS PRIOR TO PERMANENT STABILIZATION OF THE DISTURBED AREA. CONSTRUCTION OF INLET PROTECTION SHALL BE IN ACCORDANCE WITH LFUGC FIGURES 11-2 AND 11-3 AND PROVIDE GUIDANCE FOR CONSTRUCTING INLET FILTERS.
- CHECK DAMS ARE SMALL TEMPORARY DAMS CONSTRUCTED ACROSS A SWALE OR DRAINAGE DITCH. THEY ARE USED TO REDUCE THE VELOCITY OF CONCENTRATED STORMWATER FLOWS IN ORDER TO REDUCE ITS EROSION. THE CHECK DAM WILL ALSO TRAP SMALL AMOUNTS OF SEDIMENT. CHECK DAMS SHALL BE CONSTRUCTED OF SAND BAG FILTERS AND ARE LIMITED TO SMALL OPEN CHANNELS THAT DRAIN 5 ACRES OR LESS. CHECK DAMS MAY BE CONSTRUCTED OF STONES WITH FILTER FABRIC OR SAND BAG FILTERS AND ARE LIMITED IN HEIGHT TO TWO FEET.

DEMOLITION NOTES:

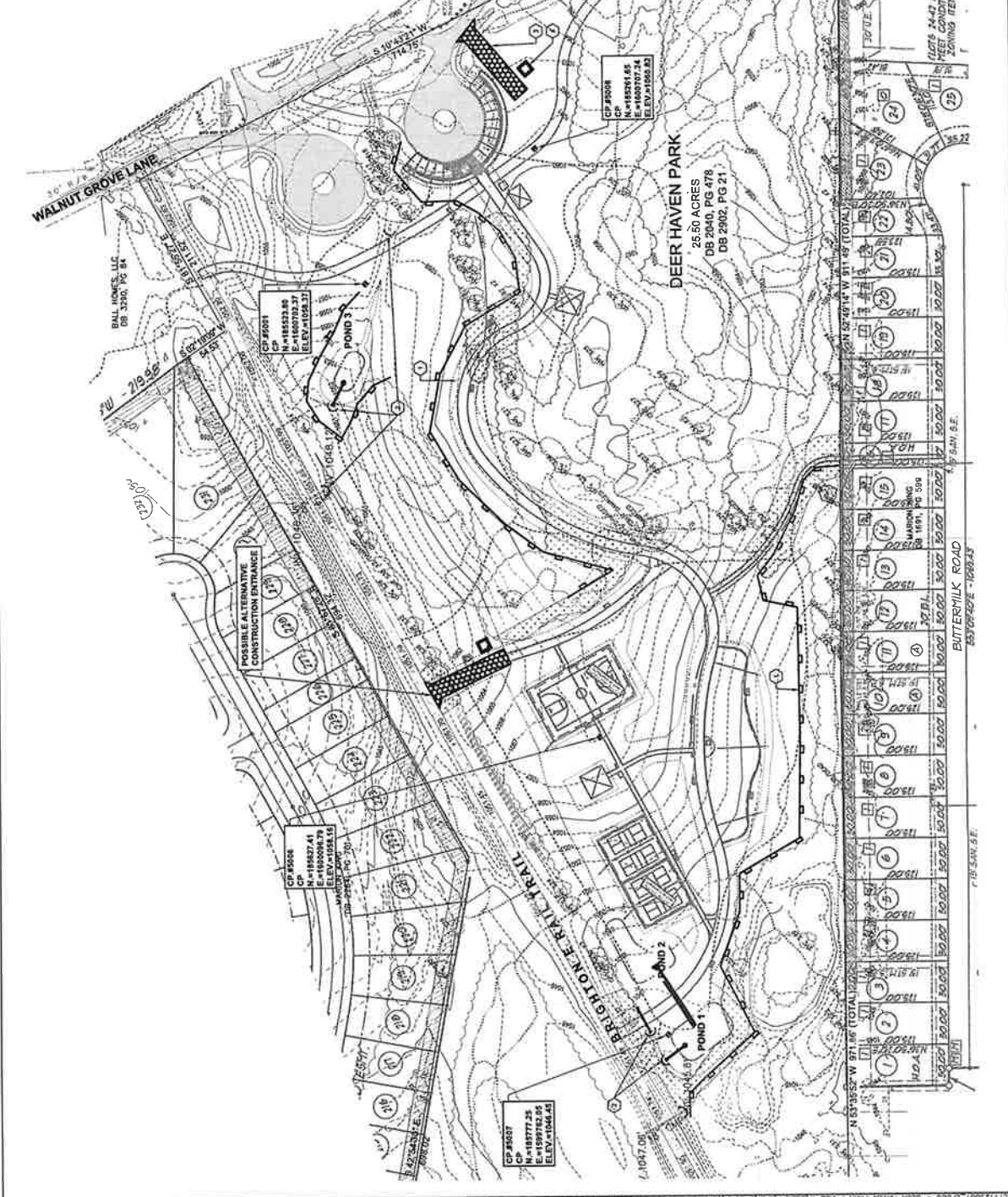
- CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY THE CONTRACTOR, TO THE SATISFACTION OF THE OWNER OR OWNERS REPRESENTATIVE.
- ALL SAW CUT LOCATIONS MAY BE FIELDED, ADJUSTED, OR CREATED WITH A SMOOTH TRANSITION BETWEEN PROPOSED AND EXISTING SURFACES.
- CONTRACTOR IS RESPONSIBLE FOR THE OFF SITE DISPOSAL OF EXISTING MATERIALS. THIS SHALL BE THROUGH APPROVED BY OWNER OR OWNERS REPRESENTATIVE.
- ALL RESTORED AREAS SHALL BE SOWN WITH NATIVE TURF GRASS AS NOTED IN THE "SEEDING AND SODDING NOTES".

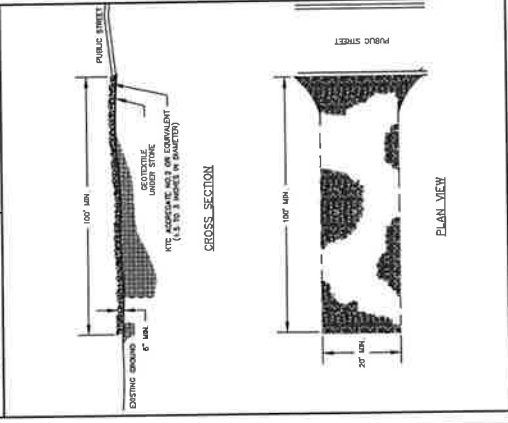
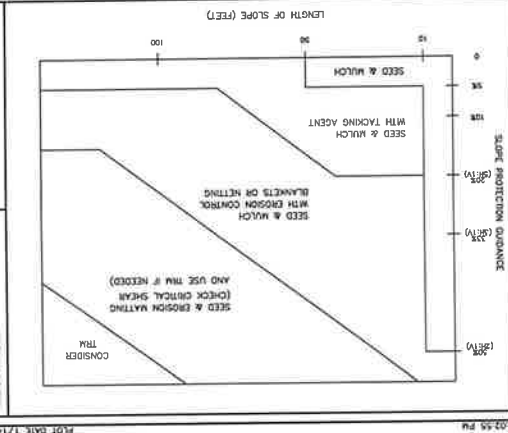
GRADING NOTES:

- CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES ON SITE PRIOR TO AND DURING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITTING AND CONSTRUCTION ACTIVITIES PRIOR TO MOBILIZATION.
- CONTRACTOR IS RESPONSIBLE FOR THE OFF SITE DISPOSAL OF ALL UNBLENDED SOILS AND MATERIALS REPRESENTATIVE.
- ALL GRADING TO BE UNIFORMLY SLOPED AND BLENDED INTO EXISTING GRADES AS PER PLAN. UNDER NO CIRCUMSTANCES SHALL ANY NEWLY GRADDED AREAS BE REPRESENTATIVE UNLESS EXISTING GRADINGS ARE MAINTAINED.
- ALL OVERLAD TRAIL TO BE SHOULDERED WITH TOPSOIL TO BE UNIFORMLY SLOPED AND BLENDED INTO EXISTING GRADES.
- ALL NEW TRAILS TO BE SHOULDERED WITH TOPSOIL TO BE UNIFORMLY SLOPED AND BLENDED INTO EXISTING GRADES.
- ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, UNLESS OTHERWISE NOTED ON PLAN, SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER. SOILS FREE OF TRASH, STONES, CLUMPS, ROOTS OR ANY OTHER OBJECTS THAT PREVENTS THE HEALTHY GROWTH OF NATIVE TURF GRASS SHALL BE SOWN WITH NATIVE TURF GRASS AS NOTED IN THE "SEEDING AND SODDING NOTES".

- KEYNOTES**
1. SILT FENCE
 2. FIBER LOG CHECK DAM
 3. CONSTRUCTION ENTRANCE
 4. CONCRETE WASHOUT PIT

- LEGEND**
- CLEARING & GRUBBING



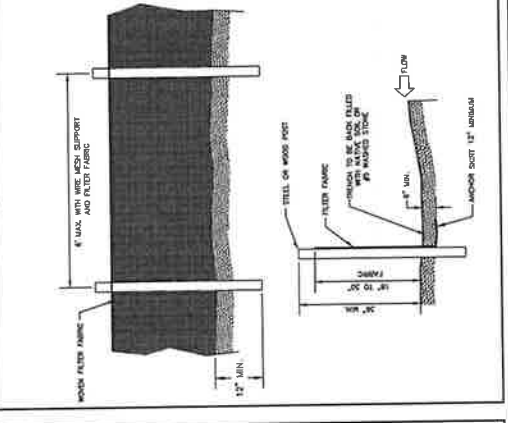
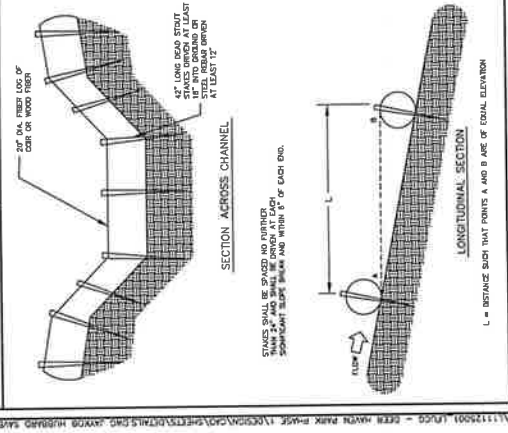
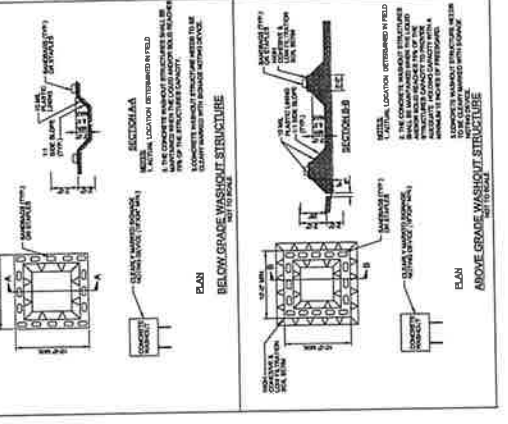


REGULATIONS FOR GEOTEXTILE FABRIC

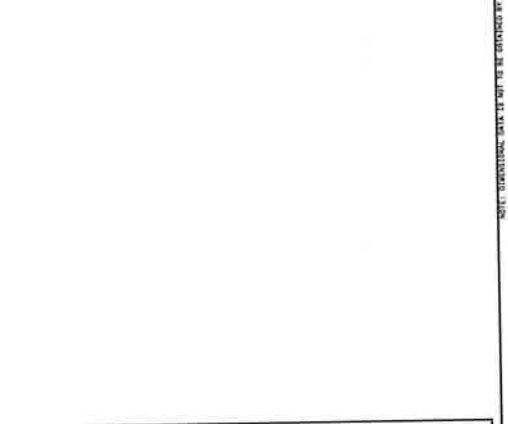
GRID TENSILE STRENGTH	500 LBS (MIN)
ASTM D1675	(ASTM D1675)
LOCATION FAILURE	500 LBS (MIN)
ASTM D1675	(ASTM D1675)
WALKER BURST STRENGTH	120 LBS (MIN)
ASTM D1675	(ASTM D1675)
PUNCTURE STRENGTH	120 LBS (MIN)
ASTM D1675	(ASTM D1675)
CONVALENT OPENING	SIZE: 30-50 (ASTM D1675) (EN-22315)

NOTES

1. STABILIZED ENTRANCE AND OF EXPOSED STEPS SHALL BE LOCATED WHERE TRAFFIC WILL DRIVE OR LAUNCH THE CONSTRUCTION ENTRANCE.
2. SOIL STABILIZATION FABRIC SHALL BE USED AS A BASE FOR THE CONSTRUCTION ENTRANCE.
3. FABRIC SHALL BE INSTALLED OVER ALL EXISTING AND NEW CONSTRUCTION. THE FABRIC SHALL BE INSTALLED OVER ALL EXISTING AND NEW CONSTRUCTION. THE FABRIC SHALL BE INSTALLED OVER ALL EXISTING AND NEW CONSTRUCTION.
4. ANY EXISTING GRASS, WEEDS, OR TREES SHALL BE REMOVED FROM THE ENTRANCE.
5. FABRIC SHALL BE INSTALLED OVER ALL EXISTING AND NEW CONSTRUCTION.



- GENERAL NOTES**
1. THE SILT FENCE SHALL BE INSTALLED IN A STRAIGHT LINE AND SET IN THE CENTER OF THE CHANNEL. WITH SOFT GROUND, A CORNER FILTER FABRIC SHALL BE INSTALLED TOGETHER WITH A POST WITH 3 FOOT MIN. SPACING AND SECURED TOGETHER.
 2. POSTS SHALL BE SPACED AT 8 FOOT INTERVALS IN AREAS OF HARD GROUND.
 3. POSTS SHALL BE AT LEAST 3 FEET IN LENGTH.
 4. STEEL PILES SHALL HAVE PROJECTIONS FOR FASTENING WIRE AND FABRIC.
 5. WOOD POSTS SHALL BE 2 INCHES BY 2 INCHES OR EQUIVALENT. STEEL POSTS SHALL BE 1 1/2 INCHES BY 1 1/2 INCHES OR EQUIVALENT.
 6. THE WIRE MESH SHALL BE 2 INCHES BY 2 INCHES OR EQUIVALENT. THE WIRE MESH SHALL NOT EXCEED MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.
 7. WAVED FABRIC SHALL BE USED TO BURY SOFT GROUND. SILT FENCE IS USED ADJACENT TO A CHANNEL, CREEK, OR POND.
 8. THE SILT FENCE IS TO BE USED TO BURY SOFT GROUND.



FOR CONSTRUCTION

1524 HICKMAN STREET
 KEESPORT, KY 40339
 PHONE: 502.265.1140 WWW.CLARKDIZET.COM

ClarkDizet

PROJECT TITLE
 LFUG PARKS & RECREATION
 DEER HAVEN PARK PHASE 1
 FAYETTE COUNTY, KENTUCKY

DRAWING TITLE
 EROSION AND SEDIMENT CONTROL DETAILS

DESIGNED BY: J. J. JONES
 DRAWN BY: J. J. JONES
 DATE CHECKED: 11/11/2020

APPROVED BY: J. J. JONES
 DATE CHECKED: 11/11/2020

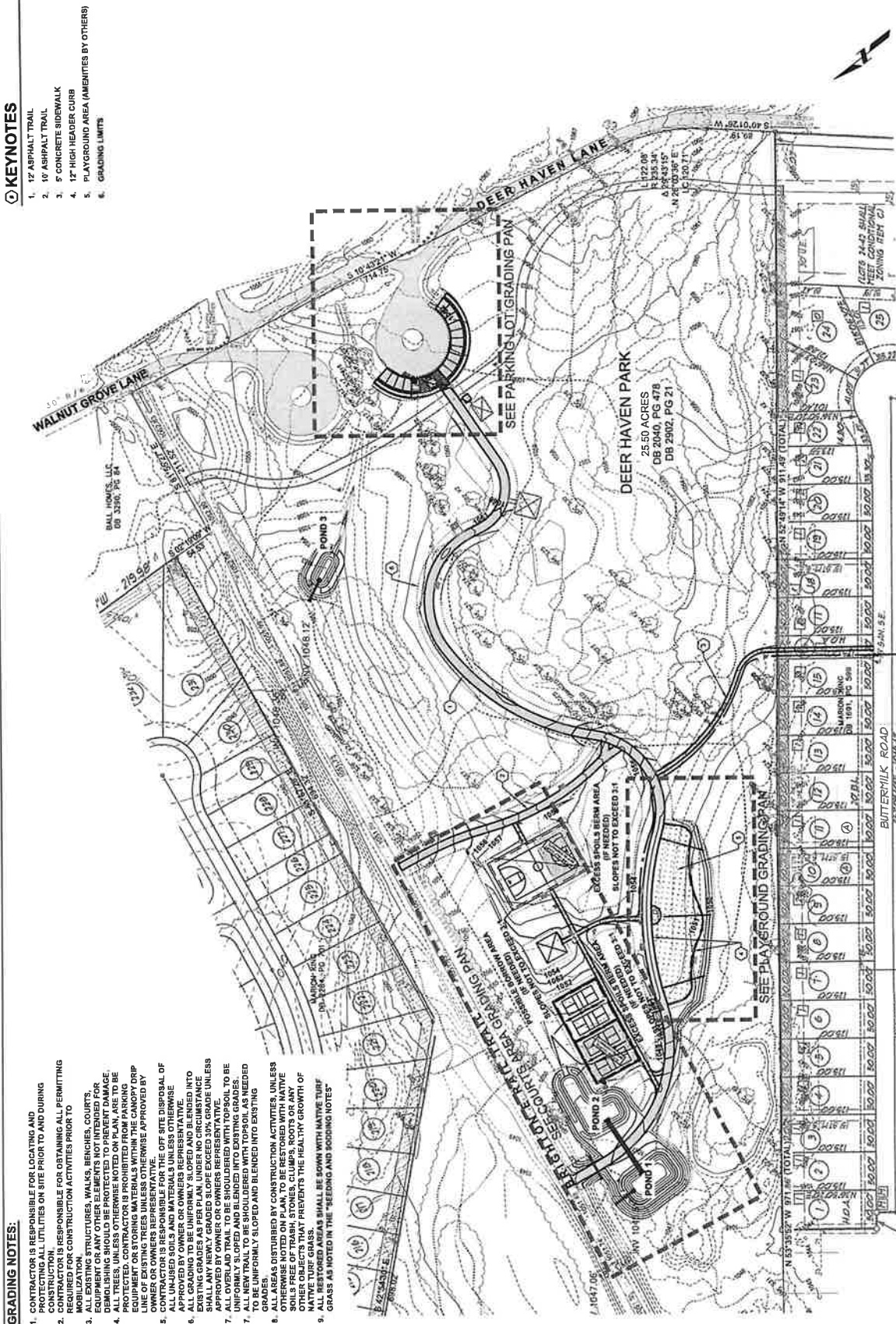
1000001
 L1125001
 5

GRADING NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING ALL UTILITIES ON SITE PRIOR TO AND DURING CONSTRUCTION.
2. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITTING REQUIRED FOR CONSTRUCTION ACTIVITIES PRIOR TO CONSTRUCTION.
3. ALL EXISTING STRUCTURES, WALKS, BERIECHA, COURTS, ETC. TO BE DEMOLISHED SHALL BE PROTECTED TO PREVENT DAMAGE TO UNDERLYING UTILITIES AND STRUCTURES. PROTECTED EQUIPMENT OR STORAGE MATERIALS WITHIN THE CANOPY DRIP LINE OF EXISTING TREES UNLESS OTHERWISE APPROVED BY THE OWNER.
4. CONTRACTOR IS RESPONSIBLE FOR THE OFF SITE DISPOSAL OF ALL UN-USED SOILS AND MATERIALS UNLESS OTHERWISE APPROVED BY OWNER OR OWNERS REPRESENTATIVE.
5. EXISTING GRADES AS PER PLAN UNDER NO CIRCUMSTANCE SHALL ANY NEWLY GRADED SLOPE EXCEED 30% GRADE UNLESS APPROVED BY OWNER OR OWNERS REPRESENTATIVE.
6. ALL NEW TRAIL TO BE SHOULDERED WITH TOPSOIL AS NEEDED TO BE UNIFORMLY SLOPED AND BLENDED INTO EXISTING GRADES.
7. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, UNLESS OTHERWISE NOTED ON PLAN, TO BE RESTORED WITH NATIVE SOILS FREE OF TRASH, STONES, CLUMPS, ROCKY OR NATIVE TURF GRASS. ALL RESTORED AREAS SHALL BE SOWN WITH MATRICE TURF GRASS AS NOTED IN THE "SEEDING AND SOGGING NOTES".

KEYNOTES

1. 12' ASPHALT TRAIL
2. 10' ASPHALT TRAIL
3. 5" CONCRETE SIDEWALK
4. 12" HIGH HEADER CURB
5. PLAYGROUND AREA (AMENITIES BY OTHERS)
6. GRADING LIMITS



Clarkdjetz
 1020 WARDEN STREET
 LEESPORT, KY 40319
 PHONE: 502.886.1160 WWW.CLARKDJETZ.COM

FOR CONSTRUCTION
 WORKING DRAWING
 DEER HAVEN PARK PHASE 1

LFCG PARKS & RECREATION
 PROJECT TITLE
DEER HAVEN PARK PHASE 1
 FAYETTE COUNTY, KENTUCKY

DESIGNED BY:	JUN 2010
CHECKED BY:	JUN 2010
DATE PLOTTED:	7/25/2013
SCALE:	AS SHOWN
DATE:	7/25/2013
BY:	JUN 2010
DATE:	7/25/2013
BY:	JUN 2010
DATE:	7/25/2013
BY:	JUN 2010
DATE:	7/25/2013

MASTER GRADING PLAN
 DRAWING TITLE
L1125001
 PROJECT NO.

7
 SHEET NO.

1540 WINDSOR STREET
LEWISTON, KY 40319
PHONE 502.266.1145 FAX 502.266.1146
WWW.CLARKDIETZ.COM

FOR CONSTRUCTION
INDICATES THE ADDRESS
TO BE USED FOR ALL CORRESPONDENCE

PROJECT TITLE
LFUG PARKS & RECREATION
DEER HAVEN PARK PHASE 1
FAYETTE COUNTY, KENTUCKY

DESIGNED BY: JRM
CHECKED BY: JRM
DATE CHECKED: 7/25/24

DRAWING TITLE
PLAYGROUND GRADING PLAN

PROJECT No.
L1125001

DRAWING No.
11

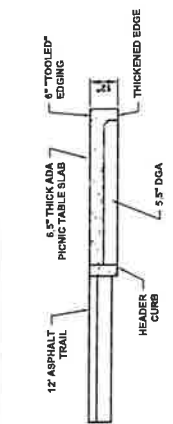
DATE PLOTTED: 7/25/24 2:07:34 PM
PLOT DATE: 7/25/24 10:16 AM

KEYNOTES

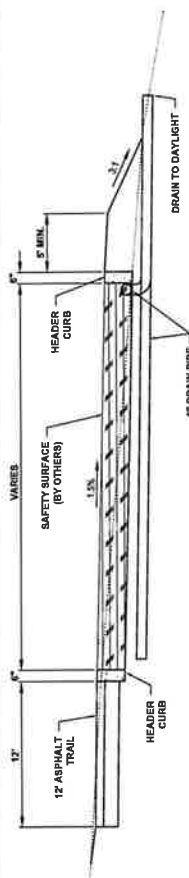
- 12' ASPHALT TRAIL
- 5" CONCRETE SIDEWALK
- PLAYGROUND AREA (AMENITIES BY OTHERS)
- HEADER CURB
- 4" DRAIN PIPE
- CONCRETE ADA PICNIC TABLE PAD (TABLE INSTALLED BY OTHERS)

NOTES:

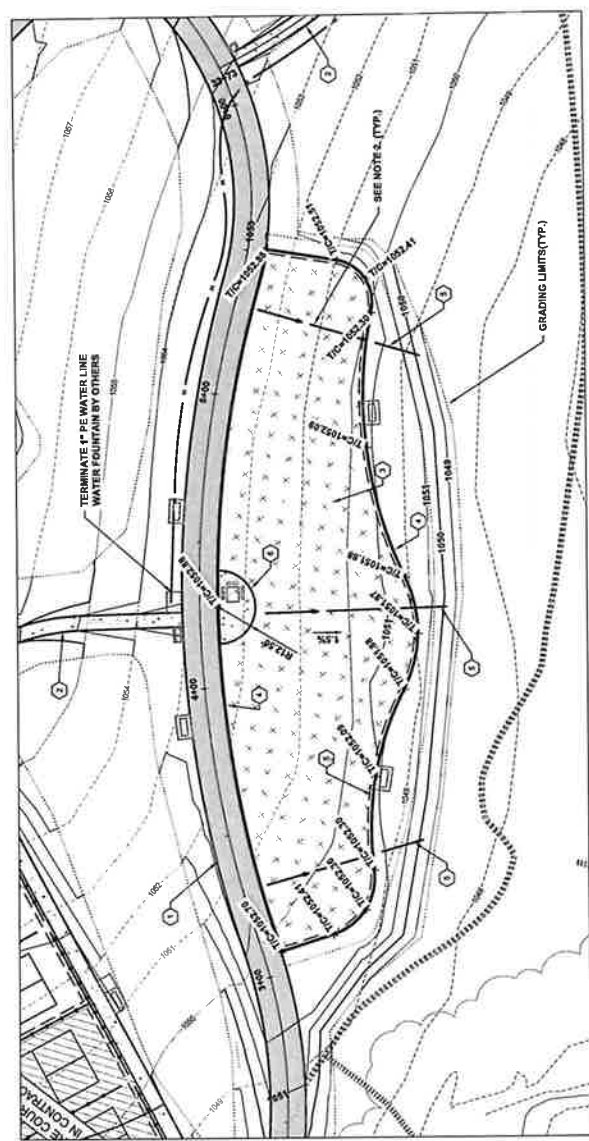
1. 6" DRAIN PIPE TO INCLUDE SOCK TO PREVENT SEDIMENT BUILDUP IN PIPE. PIPE TO BE INSTALLED UNDER ASPHALT TRAIL AND CONCRETE SIDEWALK. PERCENT FOR MANHOLES AROUND NEW PLAYGROUND EQUIPMENT. PIPE TO RUN UNDER HEADER CURB AND DAYLIGHT.
2. COORDINATE LOCATION OF DRAIN PIPE WITH PLAYGROUND EQUIPMENT FOUNDATIONS.



ADA PICNIC TABLE SLAB SECTION



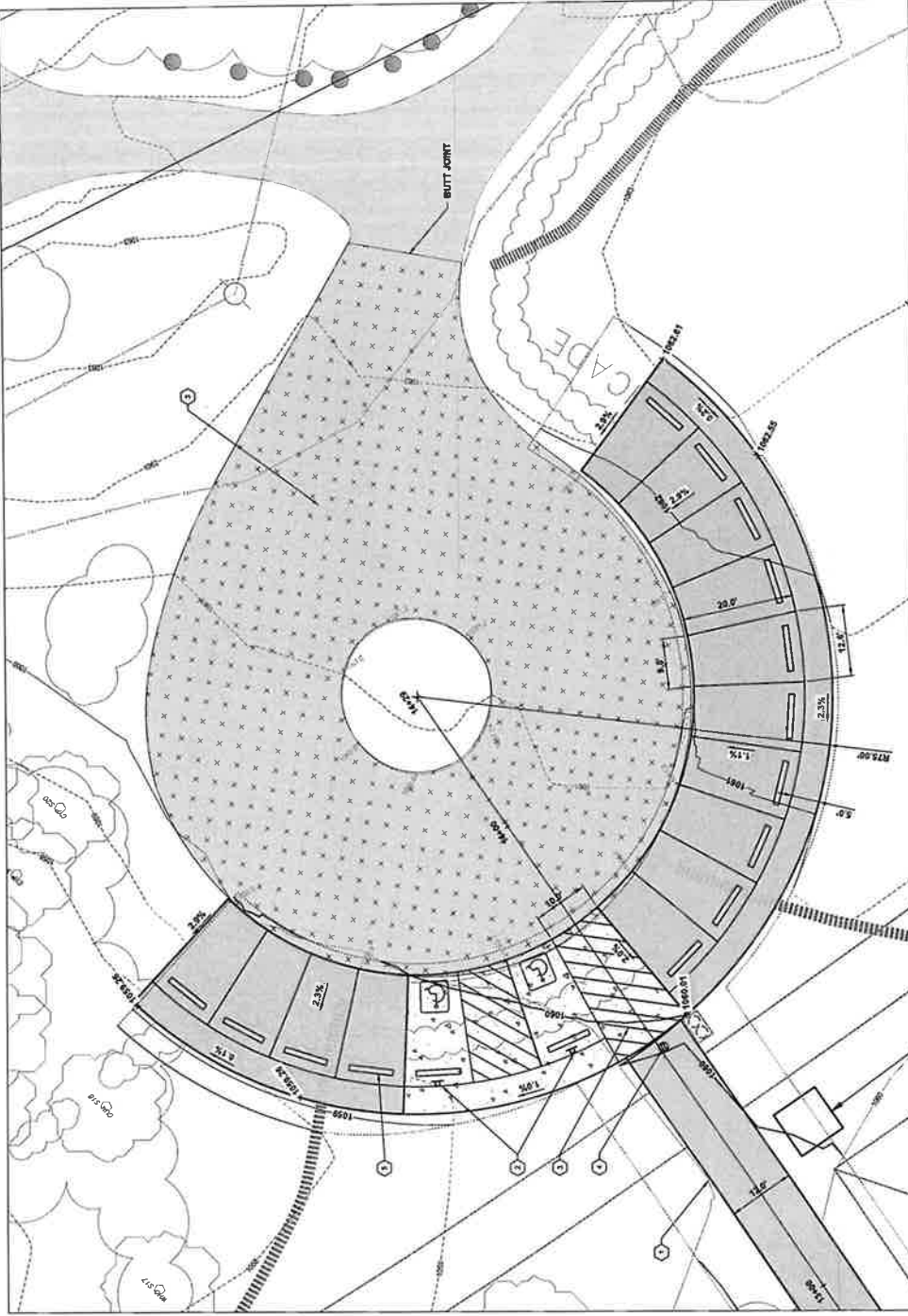
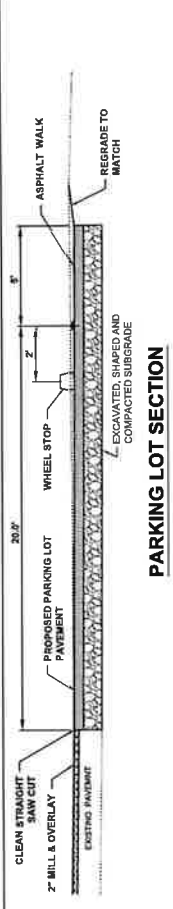
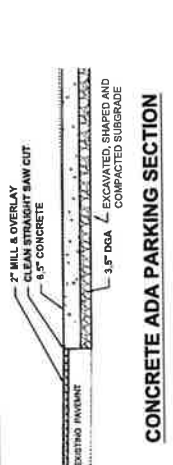
PLAYGROUND SECTION



PLAYGROUND SITE & GRADING PLAN



- KEYNOTES**
1. 12" ASPHALT TRAIL
 2. ADA SIGN (SEE DETAIL)
 3. 2" MILL & OVERLAY
 4. BOLLARD (SEE DETAIL)
 5. WHEEL STOP



FOR CONSTRUCTION
CONTRACTOR'S USE ONLY
NO CHANGES TO BE MADE TO THIS DRAWING WITHOUT THE SIGNATURE OF THE DESIGNER

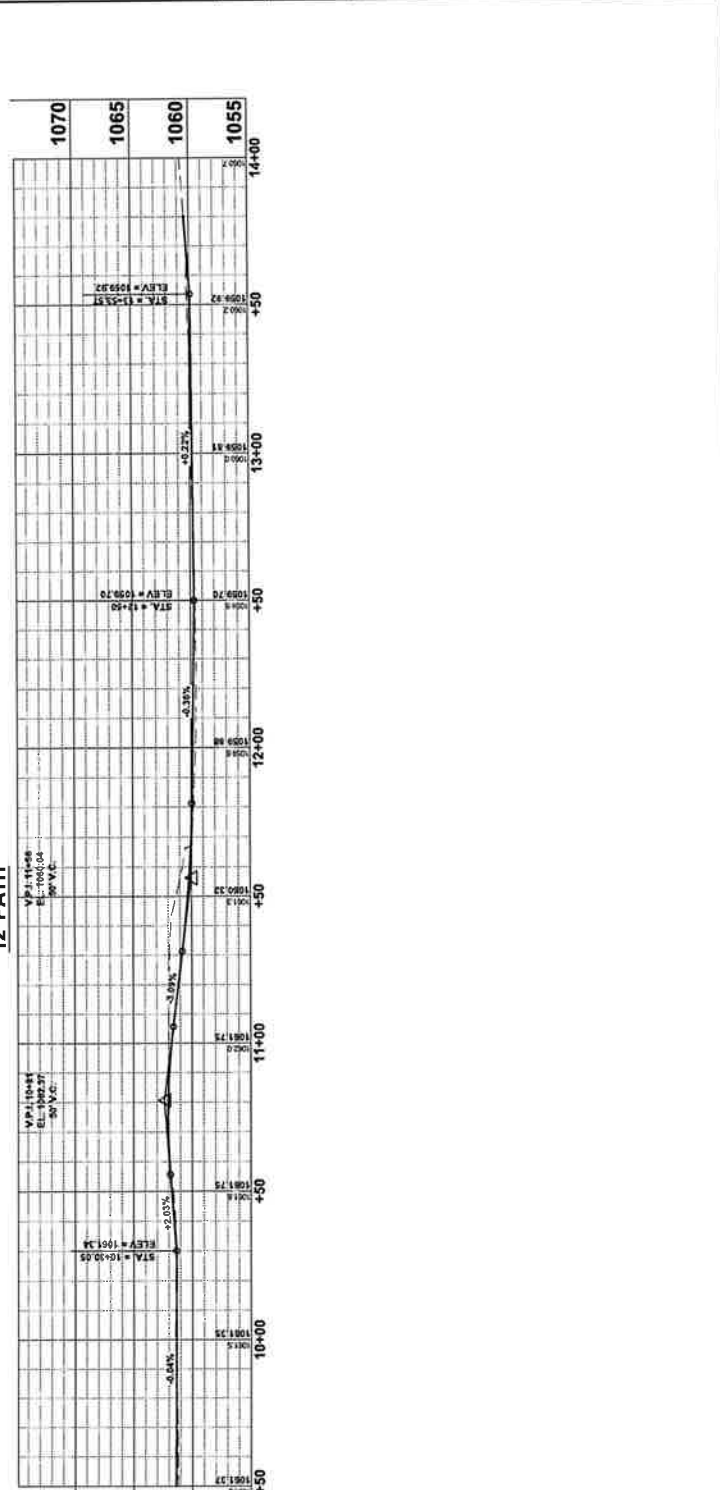
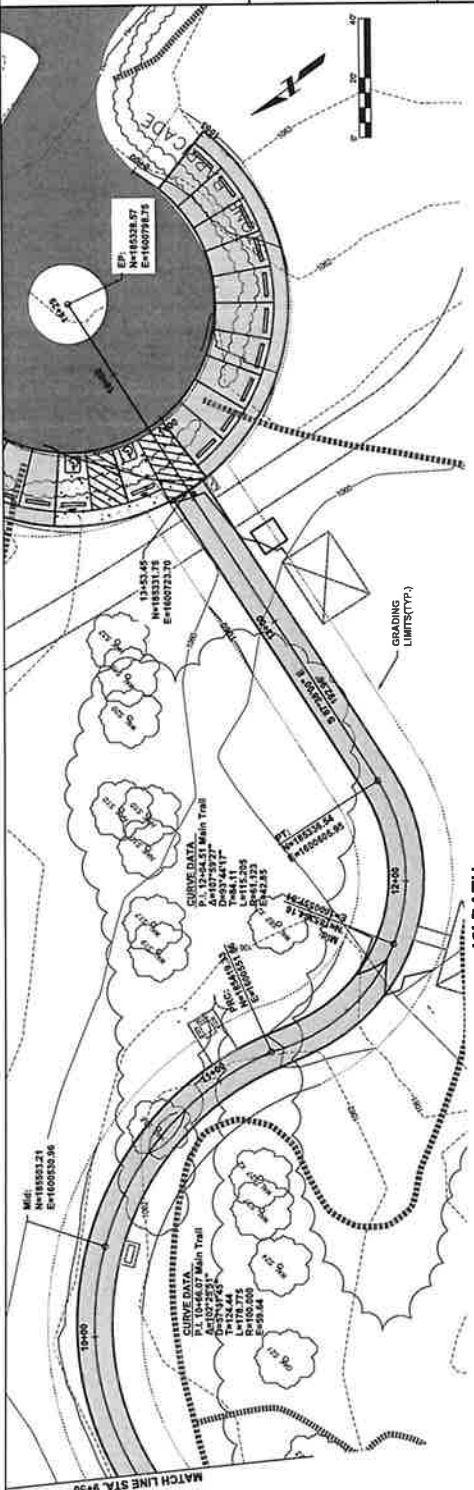
PROJECT TITLE
LFCG PARKS & RECREATION
DEER HAVEN PARK PHASE 1
FAYETTE COUNTY, KENTUCKY

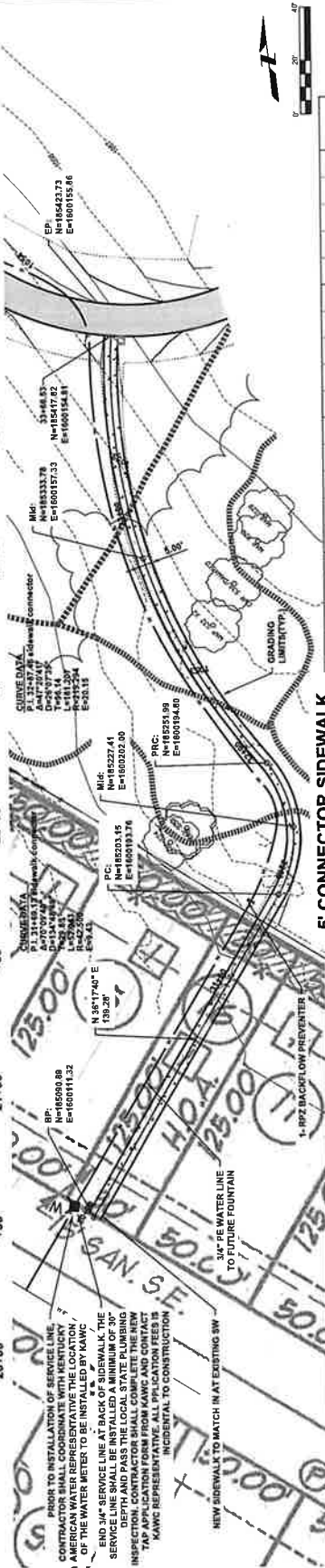
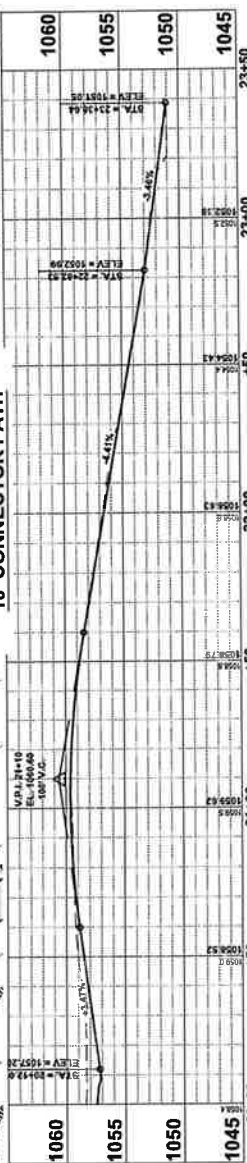
DESIGNED BY: JMB
CHECKED BY: JMB
DATE: 07/21/23

PROJECT NO.
L1125001

DRAWING NO.
14

DATE REVISION





Station	Elevation	Notes
20+00	1045.00	BTA
21+00	1045.00	BTA
23+50	1051.00	BTA
29+00	1051.00	BTA
30+00	1051.00	BTA
31+00	1051.00	BTA
32+00	1051.00	BTA
33+00	1051.00	BTA
34+00	1051.00	BTA

FOR CONSTRUCTION

NO WORK SHALL BE DONE ON THIS PROJECT WITHOUT THE SIGNATURE OF THE ENGINEER. ANY CHANGES TO THE ORIGINAL DESIGN SHALL BE MADE BY THE ENGINEER.

1040 MONROE STREET
LEXINGTON, KY 40513
PHONE: 502.261.1145
WWW.CLARKDIETZ.COM

PROJECT TITLE: **DEER HAVEN PARK PHASE 1**

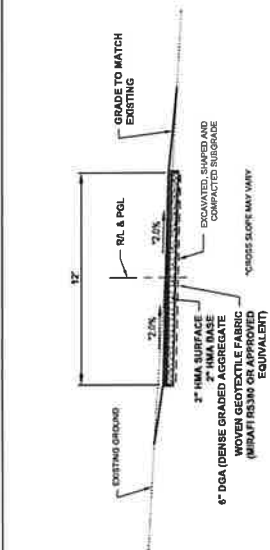
PROJECT TITLE: **LFUGA PARKS & RECREATION**

PROJECT TITLE: **FAYETTE COUNTY, KENTUCKY**

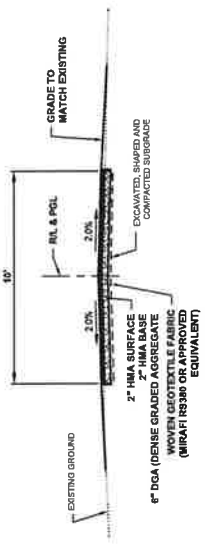
PROJECT NO: **L1125001**

DATE: **15**

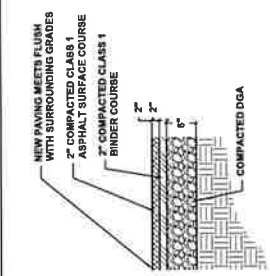
REVISION: **CONNECTOR PATHS**



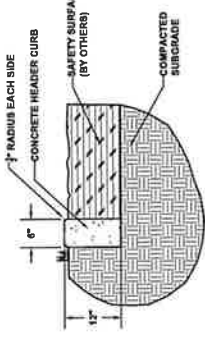
12 FT. TRAIL TYPICAL SECTION



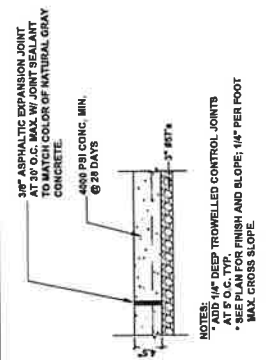
10 FT. TRAIL TYPICAL SECTION



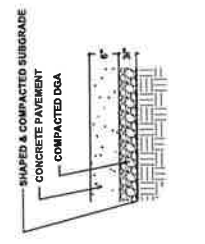
PAVEMENT SECTION



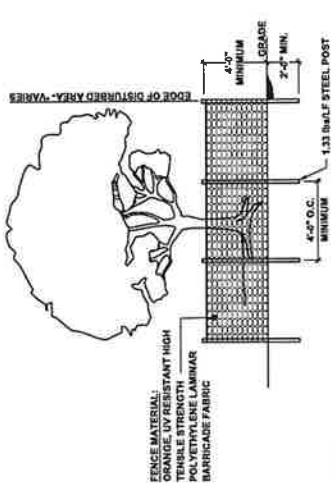
HEADER CURB DETAIL



CONCRETE SIDEWALK

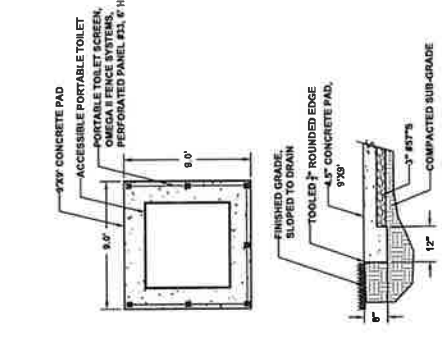


HANDICAP PARKING SECTION SECTION



- NOTES:**
1. ALL PLANTS DESIGNATED TO BE SAVED SHALL BE PROTECTED BY FENCING, AS ILLUSTRATED.
 2. INSTALL AS NOTED IN SPECIFICATIONS
 3. THERE SHALL BE NO STORAGE OF MATERIAL WITHIN THE BOUNDARIES OF THE TREE PROTECTION FENCING.
 4. TREE PROTECTION FENCING SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.

TREE PROTECTION DETAIL



PORTA-JOHN DETAIL

ClarkDietz
 1840 WYOMING STREET
 KENTON, KY 40313
 502.228.1140

FOR CONSTRUCTION
 DOCUMENTS MAY BE OBTAINED FROM THE ARCHITECT'S OFFICE AT THE OFFICE OF THE ARCHITECT, 1840 WYOMING STREET, KENTON, KY 40313

PROJECT TITLE
 LFUG PARKS & RECREATION
 DEER HAVEN PARK PHASE 1
 FAYETTE COUNTY, KENTUCKY

REVISIONS

NO.	DATE	DESCRIPTION
1	7/25/2023	ISSUED FOR PERMITS
2	7/25/2023	ISSUED FOR PERMITS
3	7/25/2023	ISSUED FOR PERMITS
4	7/25/2023	ISSUED FOR PERMITS
5	7/25/2023	ISSUED FOR PERMITS
6	7/25/2023	ISSUED FOR PERMITS
7	7/25/2023	ISSUED FOR PERMITS
8	7/25/2023	ISSUED FOR PERMITS
9	7/25/2023	ISSUED FOR PERMITS
10	7/25/2023	ISSUED FOR PERMITS
11	7/25/2023	ISSUED FOR PERMITS
12	7/25/2023	ISSUED FOR PERMITS
13	7/25/2023	ISSUED FOR PERMITS
14	7/25/2023	ISSUED FOR PERMITS
15	7/25/2023	ISSUED FOR PERMITS
16	7/25/2023	ISSUED FOR PERMITS
17	7/25/2023	ISSUED FOR PERMITS

DRAWING TITLE
 STANDARD DETAILS
 PROJECT NO.
 L1125001
 DRAWING NO.
 17

NOT TO SCALE. THIS DRAWING IS TO BE USED IN CONJUNCTION WITH THE CONTRACT DOCUMENTS. ANY CHANGES TO THIS DRAWING SHALL BE MADE BY THE ARCHITECT.

