

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's website, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all

interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that

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the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will

no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 DOW- September 2013

CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may

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be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification.

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during DOW- September 2013

the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.

II. Requirements Under The Consolidated and further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Not Governmental Agencies

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the FY2013 Continuing Resolution with respect to subrecipients that are not governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>.

Under these terms and conditions, the subrecipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Subrecipient obtains its proposed wage determination, it must submit the wage determination to (insert contact information for State recipient DB point of contact for wage determination) for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors

(ordering instruments unless subsequently directed otherwise by the State recipient Award Official).

(b) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including

painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by

the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered

program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification.

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> or its successor site.

PART V
SPECIAL CONDITIONS
INDEX

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3	WAGE SCALE (if applicable)	SC-7

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1. **BLASTING**

Blasting shall only be allowed with the specific written permission from the OWNER and the CONTRACTOR will be fully responsible and will be required to provide additional insurance.

Blasting is only allowed by a licensed blaster in compliance with the State of Kentucky Laws, KRS Section 351.310 – 351.340 and applicable rules and regulations issued by the Department of Mines and Minerals.

CONTRACTOR shall notify each property owner and public utility company having structures or facilities in proximity to the site of the work of the intent to use explosives. Give such notice sufficiently in advance to enable those being notified to take the necessary steps to protect their property from injury. CONTRACTOR will be liable for any and all damages and claims made as a result of his blasting operations.

CONTRACTOR shall preserve the original bearing value of rock located under proposed structure foundations from damage be blasting, by concussion from the blasting or by excessive breakage. The CONTRACTOR shall bear any increase in structure costs caused by blasting damage to rock under proposed foundations.

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) The work and services performed hereunder involve a CONSENT DECREE as further explained in Part 1-Advertisement for Bids, provision 13. These provisions are incorporated herein by reference as if expressly stated.
- (6) 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, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the 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 aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

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 an Explosion-Collapse Underground (XCU) endorsement.

- d. The General Liability Policy shall include a Pollution liability and/or Environmental Casualty endorsement unless it is deemed not to apply by LFUCG.
- e. 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.
- f. 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.

3. **WAGE SCALES** – insert if applicable

END OF SECTION



Steven L. Beshear
Governor

KENTUCKY LABOR CABINET
DEPARTMENT OF WORKPLACE STANDARDS
DIVISION OF EMPLOYMENT STANDARDS,
APPRENTICESHIP & MEDIATION
1047 US Hwy 127 S - Suite 4
Frankfort, Kentucky 40601
Phone: (502) 564-3534
Fax (502) 696-1897
www.labor.ky.gov

Larry Roberts
Secretary

Anthony Russell
Commissioner

August 28, 2014

David Schrader
Bell Engineering
2480 Fortune Drive
Lex KY 40509

Re: Lexington-Fayette Urban County Government, Blue Sky WWIP Demolition

Advertising Date as Shown on Notification: September 4, 2014

Dear David Schrader:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR 8-008, dated July 30, 2013 for FAYETTE County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 034-H-01270-13-8, Heavy/Highway

Sincerely,

Anthony Russell
Commissioner



**KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 008**

Determination No. CR-8-008

Date of Determination: July 30, 2013

PROJECT NO. 034-H-01270-13-8

_____BLDG __x__HH

This schedule of the prevailing rate of wages for Locality No. 008, which includes Fayette County, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-8-008.

Apprentices shall be permitted to work as such subject to Administrative Regulations 803 KAR 1:010. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, and/or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

NOTE: The type of construction shall be determined by applying the following definitions.

BUILDING CONSTRUCTION

Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

HIGHWAY CONSTRUCTION

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.



Anthony Russell, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet

ASBESTOS/INSULATION WORKERS:

	BASE RATE	\$24.92
	FRINGE BENEFITS	11.80

BOILERMAKERS:

	BASE RATE	\$21.75
	FRINGE BENEFITS	11.76

BRICKLAYERS:
 Bricklayers:

	BASE RATE	\$24.31
	FRINGE BENEFITS	11.40

Firebrick & Refractory:

	BASE RATE	\$26.08
	FRINGE BENEFITS	11.42

Sawman & Layman:

	BASE RATE	24.56
	FRINGE BENEFITS	11.40

CARPENTERS:
 Carpenters: BUILDING
 (Includes Drywall Finisher)

	BASE RATE	\$21.98
	FRINGE BENEFITS	12.70

Piledrivermen: BUILDING

	BASE RATE	\$22.48
	FRINGE BENEFITS	12.70

Carpenters: HEAVY & HIGHWAY

	BASE RATE	\$26.90
	FRINGE BENEFITS	14.50

Piledriver: HEAVY & HIGHWAY

	BASE RATE	\$27.15
	FRINGE BENEFITS	14.50

Divers: HEAVY & HIGHWAY

	BASE RATE	\$40.73
	FRINGE BENEFITS	14.50

CEMENT MASONS:

	BASE RATE	\$15.51
	FRINGE	.59

ELECTRICIANS:

	BASE RATE	\$29.48
	FRINGE BENEFITS	14.36

When workmen are required to work from bosun chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel) and bridges or similar hazardous locations where workmen are subject to a direct fall: 50 feet to 75 feet – add 25% above the workman's hourly rate, over 75 feet add 50% above workman's hourly rate. No premium shall be paid on work performed using JLGs, bucket trucks or other similar elevated mechanized work platforms up to 75 feet above the surface upon which the platform sits.

LINEMAN: HEAVY HIGHWAY

	BASE RATE	\$31.86
	FRINGE BENEFITS	11.63

EQUIPMENT OPERATOR: HEAVY HIGHWAY

	BASE RATE	\$28.48
	FRINGE BENEFITS	10.94

GROUNDSMAN: HEAVY HIGHWAY

	BASE RATE	\$18.87
	FRINGE BENEFITS	9.03

ELEVATOR CONSTRUCTORS:		BASE RATE	\$30.46
		FRINGE BENEFITS	8.92

GLAZIERS:		BASE RATE	\$24.15
		FRINGE BENEFITS	11.45

IRONWORKERS:		BASE RATE	\$26.47
		FRINGE BENEFITS	19.56

LABORERS / BUILDING:

BUILDING GROUP 1: General laborers, asbestos abatement laborer, toxic waste removal laborer, water boys, tool room checker, carpenter tenders, (civil engineer helper, rodman, grade checker, excluding all field work performed by Engineering Firms), concrete pouring and curing, concrete forms stripping and wrecking, hand digging and backfilling of ditches, clearing of right of ways and building sites, wood sheeting and shoring, signalman for concrete bucket and general cleaning, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D:

BUILDING	*BASE RATE	\$20.41
	FRINGE BENEFITS	10.69

BUILDING GROUP 2: All air tool operators, air track drills, asphalt rakers, tampers, batchers plant and scale man, chain saw, concrete saw, cutter/burner, electric hand grinder, all electric bush and chipping hammers, flagmen, forklift operators, form setter (street or highway), metal form setters, heaters, mesh handlers on walkways, streets and roadways outside building, gunnite laborers, hand spiker, introflax burning rod, joint makers, mason tender, multi-trade tender, pipe layers, plaster tender, powderman helpers, power driven Georgia buggies, power posthole diggers, railroad laborers, sandblaster laborers, scow man and deck hand, signal man, sweeper and cleaner machines, vibrator operators, vibrator/tamper operated by hand or remote control, walk behind trenching machines, mortar mixer machines, water pumpmen, and environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C:

BUILDING	*BASE RATE	\$20.81
	FRINGE BENEFITS	10.69

BUILDING GROUP 3: Asphalt paver screwmán, gunnite nozzleman and gunnite nozzle machine operator, sand blaster nozzleman, concrete or grout pumpman, plaster pumpman:

BUILDING	*BASE RATE	\$21.01
	FRINGE BENEFITS	10.69

BUILDING GROUP 4: Powderman and blaster, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level B:

BUILDING	*BASE RATE	\$21.11
	FRINGE BENEFITS	10.69

BUILDING GROUP 5: Caisson holes (6 ft. and over) pressure and free air including tools, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level A:

BUILDING	*BASE RATE	\$21.61
	FRINGE BENEFITS	10.69

BUILDING GROUP 6: Tunnel man and tunnel sand miner, cofferdam (pressure and free air), sand hog or mucker (pressure or free air):

BUILDING	*BASE RATE	\$21.91
	FRINGE BENEFITS	10.69

***Employees handling chemically treated materials which are harmful to the skin shall receive an additional \$.50 above base rate. Employees working on high work such as towers or smoke stacks, or any type of work fifty (50) feet above the ground or a solid floor shall receive \$1.00 above base rate. Employees working on boilers, kilns, melting tanks, furnaces, or when refractory is done using live fires, drying fires, heatups or any hot work shall receive \$2.00 above base rate.**

LABORERS / HEAVY & HIGHWAY:

HEAVY HIGHWAY GROUP 1: Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers, batch truck dumpers, carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signal men, sound barrier installer, storm and sanitary sewer laborers, swamper, truck spotters and dumpers, and wrecking of concrete forms, general cleanup:

HEAVY & HIGHWAY	BASE RATE	\$21.35
	FRINGE BENEFITS	12.01

HEAVY HIGHWAY GROUP 2: Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushhammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers-laser operators (non-metallic), plastic pipe fusion, power driven Georgia buggy or wheelbarrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$21.60
	FRINGE BENEFITS	12.01

HEAVY HIGHWAY GROUP 3: Asphalt luteman and rakers, gunnite nozzleman, gunnite operators and mixers, grout pump operator, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters:

HEAVY & HIGHWAY	BASE RATE	\$21.65
	FRINGE BENEFITS	12.01

HEAVY HIGHWAY GROUP 4: Caisson workers (free air), cement finishers, environmental laborer - nuclear, radiation, toxic and hazardous waste - Levels A and B, miners and drillers (free air), tunnel blasters, and tunnel muckers (free air), directional and horizontal boring, air track driller (all types), powder man and blaster:

HEAVY & HIGHWAY	BASE RATE	\$22.25
	FRINGE BENEFITS	12.01

MARBLE, TILE & TERRAZZO:

Finishers:	BASE RATE	\$14.96
	FRINGE BENEFITS	0.00

Setters:	BASE RATE	\$21.89
	FRINGE BENEFITS	0.00

MILLWRIGHTS:

BASE RATE	\$24.18
FRINGE BENEFITS	15.67

OPERATING ENGINEERS / BUILDING:

NCCCO OR OSCP CERTIFIED

BUILDING CLASS A-1: Crane, dragline, hoist (1 drum when used for stack or chimney construction or repair); hoisting engineer (2 or more drums), orangepeel bucket, overhead crane, piledriver, truck crane, tower crane, hydraulic crane:

BUILDING	BASE RATE	\$27.90
	FRINGE BENEFITS	13.90

OPERATING ENGINEERS / BUILDING: CONTINUED

BUILDING CLASS A: Articulating dump, auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, directional boring machine, ditching and trenching machine, dragline, dredge operator, dredge engineer, elevating grader and all types of loaders, forklift (regardless of lift height), GPS systems (on equipment within the classification), hoe type machine, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), laser or remote controlled equipment (within the classification), locomotive, motor scraper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, all types of boom cats, self contained core drill, hopto, tow or push boat, a-frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, Ross carrier, boom, tail boom, rotary drill, hydro hammer, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, backfiller, gurries, sub-grader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

BUILDING	*BASE RATE	\$26.84
	FRINGE BENEFITS	13.90

***Operators on cranes with boom one-hundred fifty feet (150') and over including jib, shall receive seventy-five cents (\$.75) above base rate. All cranes with piling leads will receive \$.50 above base rate regardless of boom length**

BUILDING CLASS B: All air compressors (over 900 CFM), bituminous mixer, joint sealing machine, concrete mixer (under 21 cu. ft.), form grader, roller (rock), tractor (50 HP and over), bull float, finish machine, outboard motor boat, flexplane, fireman, boom type tamping machine, truck crane oiler, greaser on grease facilities servicing heavy equipment, switchman or brakeman, mechanic helper, whirley oiler, self-propelled compactor, tractair and road widening trencher and farm tractor with attachments (except backhoe, highlift and endloader), elevator (regardless of ownership when used for hoisting any building material), hoisting engineer (1-drum or buck hoist), firebrick (masonry excluded), well points, grout pump, throttle-valve man, tugger, electric vibrator compactor, and caisson drill helper:

BUILDING	BASE RATE	\$23.94
	FRINGE BENEFITS	13.90

BUILDING CLASS C: Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, roller (earth), tamping machine, tractors (under 50 HP), vibrator, oiler, concrete saw, burlap and curing machine, hydro-seeder, power form handling equipment, deckhand steersman, hydraulic post driver, and drill helper:

BUILDING	BASE RATE	\$23.13
	FRINGE BENEFITS	13.90

**OPERATING ENGINEERS / HEAVY HIGHWAY:
 NCCCO OR OECF CERTIFIED**

HEAVY HIGHWAY CLASS A-1: Cableway, carry deck crane, cherry picker, clamshell, crane, derrick, derrick boat, dragline, hoist engine (2 or more drums), hydraulic boom truck, hydrocrane, orangepeel bucket, overhead crane, piledriver, rough terrain crane, tower cranes (French, German & other types), truck crane:

HEAVY HIGHWAY	BASE RATE	\$29.07
	FRINGE BENEFITS	13.90

OPERATING ENGINEERS / HEAVY HIGHWAY: CONTINUED

HEAVY HIGHWAY CLASS A: A-frame winch truck, auto patrol, backfiller, batcher plant, bituminous paver, bituminous transfer machine, all types of boom cats, bulldozer, cableway, carry-all scoop, carry deck crane, central compressor plant operator, clamshell, concrete mixer (21 cu. ft. or over), concrete paver, truck-mounted concrete pump, core drills, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge operator, dredge engineer, earth movers, elevating grader and all types of loaders, grade-all, guries, heavy equipment robotics operator/mechanic, high lift, hoe-type machine, hoist (two or more drums), hoisting engine (two or more drums), horizontal directional drill operator, hydraulic boom truck, hydrocrane, hyster, KeCal loader, Letourneau, Locomotive, mechanic, mechanically operated laser screed, mechanic welder, mucking machine, motor scraper, orangepeel bucket, piledriver, power blade, pumpcrete push doxer, rock spreader attached to equipment, all rotary drills, roller (bituminous), scarifier, scoopmobile, shovel, side boom, subgrader, tallboom, telescoping type forklift, tow or push boat, tower cranes (French, German and other types) tractor shovel and truck crane, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

	HEAVY & HIGHWAY	BASE RATE	\$28.00
		FRINGE BENEFITS	13.90

Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.

HEAVY HIGHWAY CLASS B: All air compressors (over 900 cu. ft. per min.), bituminous mixer, boom type tamping machine, bull float, concrete mixer (under 21 cu. ft.), dredge engineer, electric vibrator compactor/self-propelled compactor, elevator (one drum or buck hoist), elevator (regardless of ownership when used to hoist building material), finish machine, firemen, flexplane, forklift (regardless of lift height), form grader, hoist (one drum), joint sealing machine, mechanic helper, outboard motor boat, power sweeper (riding type), roller (rock), ross carrier, skid mounted or trailer mounted concrete pumps, skid steer machine with all attachments, switchman or brakeman, throttle valve man, Tract air and road widening trencher, tractor (50 HP and over), truck crane oiler, tugger, welding machine, well points, and whirley oiler:

	HEAVY & HIGHWAY	BASE RATE	\$25.45
		FRINGE BENEFITS	13.90

HEAVY HIGHWAY CLASS B2: Greaser on grease facilities servicing heavy equipment, all off road material handling equipment, including articulating dump trucks:

	HEAVY & HIGHWAY	BASE RATE	\$25.85
		FRINGE BENEFITS	13.90

HEAVY HIGHWAY CLASS C: Bituminous distributor, burlap and curing machine, caisson drill and core drill helper (track or skid mounted), cement gun, concrete saw, conveyor, deckhand oiler, grout pump, hydraulic post driver, hydro seeder, mud jack, oiler, paving joint machine, power form handling equipment, pump, roller (earth), steermen, tamping machine, tractors (under 50 H.P.) and vibrator:

	HEAVY & HIGHWAY	BASE RATE	\$25.17
		FRINGE BENEFITS	13.90

****Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.**

PAINTERS:

Brush, roller & paperhanger:		BASE RATE	\$17.87
		FRINGE BENEFITS	9.10

Spray, sandblast, waterblast (4000+ PSI), fireproofing & lead abatement:		BASE RATE	\$18.37
		FRINGE BENEFITS	9.10

PLASTERERS:

		BASE RATE	\$20.65
		FRINGE BENEFITS	5.85

PLUMBERS & PIPEFITTERS:	BASE RATE	\$30.00
	FRINGE BENEFITS	15.56

ROOFERS: (Excluding Metal Roofs)	BASE RATE	\$16.65
	FRINGE BENEFITS	4.95

SHEETMETAL WORKERS: (Including Metal Roofs)	BASE RATE	\$28.00
	FRINGE BENEFITS	13.59

SPRINKLER FITTERS:	BASE RATE	\$30.14
	FRINGE BENEFITS	17.37

TRUCK DRIVERS / BUILDING:

Truck Helper and Warehouseman: BUILDING	BASE RATE	\$19.05
	*FRINGE BENEFITS	11.08

Driver - 3 tons and under, Greaser, Tire Changer and Mechanic Helper: BUILDING	BASE RATE	\$19.17
	*FRINGE BENEFITS	11.08

Driver - over 3 tons, Drivers, Semi-Trailer or Pole Trailer; Dump Trucks, Tandem Axle; Farm Tractor when used to pull building material or equipment: BUILDING	BASE RATE	\$19.28
	*FRINGE BENEFITS	11.08

Drivers, Concrete Mixer Trucks (all types, hauling on job sites only); Truck Mechanics: BUILDING	BASE RATE	\$19.35
	*FRINGE BENEFITS	11.08

Drivers, Euclid and other Heavy Earth Moving Equipment and Low Boy, Winch Truck and A-Frame Truck and Monorail Truck when used to transport building materials, Forklift Truck when used inside warehouse or storage area: BUILDING	BASE RATE	\$19.45
	*FRINGE BENEFITS	11.08

BUILDING TRUCK DRIVERS: Drivers working or hauling to or from any hazardous or toxic site will add \$4.00 to base rate. *TRUCK DRIVER FRINGE BENEFITS apply to employees who have been employed a minimum or twenty (20) calendar days within any ninety (90) consecutive day period of that employer.

TRUCK DRIVERS / HEAVY HIGHWAY:

Mobile batch truck helper: HEAVY & HIGHWAY	BASE RATE	\$16.57
	FRINGE BENEFITS	7.34

Greaser, tire changer and mechanic helper: HEAVY & HIGHWAY	BASE RATE	\$16.68
	FRINGE BENEFITS	7.34

Single axle dump, flatbed, semi-trailer or pole trailer when used to pull building materials and equipment, tandem axle dump, distributor and truck mechanic: HEAVY & HIGHWAY	BASE RATE	\$16.86
	FRINGE BENEFITS	7.34

TRUCK DRIVERS / HEAVY HIGHWAY: CONTINUED

Euclid and other heavy earthmoving equipment and lowboy, articulator cat, 5-axle vehicle, winch and A-frame when used in transporting materials, ross carrier, forklift when used to transport building materials, and pavement breaker:

HEAVY & HIGHWAY	BASE RATE	\$16.96
	FRINGE BENEFITS	7.34

END OF DOCUMENT
CR-8-008
JULY 30, 2013

General Decision Number: KY140091 07/04/2014 KY91

Superseded General Decision Number: KY20130091

State: Kentucky

Construction Type: Heavy
Including and Water and Sewer Line Construction

Counties: Bourbon, Clark, Fayette, Jessamine and Woodford
Counties in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water
construction).

Modification Number	Publication Date
0	01/03/2014
1	04/18/2014
2	05/09/2014
3	06/06/2014
4	07/04/2014

CARP0549-006 04/01/2014

	Rates	Fringes
CARPENTER (Includes Form Work)...	\$ 27.50	14.96

ELEC0369-020 05/29/2013		

	Rates	Fringes
ELECTRICIAN.....	\$ 29.48	14.37

* ENGI0181-007 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator/Trackhoe, Bulldozer & Loader (Front End).....	\$ 28.85	14.15
Bobcat/Skid Loader & Forklift.....	\$ 26.24	14.15
Crane.....	\$ 29.95	14.15
Oiler & Roller.....	\$ 25.95	14.15

Operators on cranes with booms one hundred fifty feet (150)
and over (including jib) shall receive one dollar (\$1.00)
above rate

All crane operators operating cranes where the lenth of the
boom in combination with the length of the piling leads
equal or exceeds one hundred fifty (150) feet, shall

receive one dollar (\$1.00) above the rate.

IRON0044-018 06/01/2013

33% Northern part of Bourbon County

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.00	18.40

IRON0070-020 06/01/2014

67% Southern part of Bourbon County

	Rates	Fringes
IRONWORKER Structural; Reinforcing.....	\$ 26.97	19.75

IRON0070-023 06/01/2014

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER Structural; Reinforcing.....	\$ 26.97	19.75

IRON0372-010 06/01/2013

33% Northern part of Bourbon County

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.47	19.30

* LABO0189-034 07/01/2014

	Rates	Fringes
LABORER Common or General.....	\$ 21.80	11.96

PLAS0132-013 06/01/2013

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.00	11.65

PLUM0452-012 11/01/2013

	Rates	Fringes
PLUMBER.....	\$ 30.00	16.50

TEAM0089-001 03/30/2014

	Rates	Fringes
TRUCK DRIVER (Dump Truck).....	\$ 19.76	17.83

SUKY2010-150 09/14/2010

	Rates	Fringes
LABORER: Pipelayer.....	\$ 17.51	6.89

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

PART VI
CONTRACT AGREEMENT

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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 13th day of November, 2014, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and Free Contracting, Inc., doing business as ~~*(an individual)~~ (a partnership) (a corporation) located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of Three HundredSixty-One Thousand, One Hundred Twenty-Four Dollars and No Cents (\$ 361,124.00) quoted in the proposal by the CONTRACTOR, dated September 23, 2014, 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 Bell Engineering for the Blue Sky Pumping Station and Force Main, Contract 3—Wastewater Treatment Plant Closure project.

2. TIME OF COMPLETION

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as ninety (90) calendar days. The time shall begin ten (10) days after the CONTRACTOR is given the Notice to Proceed with the Work.

3. ISSUANCE OF WORK ORDERS

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

4. THE CONTRACT SUM

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

5. PROGRESS PAYMENTS

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

6. ACCEPTANCE AND FINAL PAYMENT

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

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

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

7. THE CONTRACT DOCUMENTS

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

8. EXTRA WORK

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

9. CONSENT DECREE REQUIREMENTS

9.1 OWNER, the United States Environmental Protection Agency, and the Commonwealth of Kentucky have entered into a Consent Decree in a case styled *United States, et al. v. Lexington-Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Case No. 5:06-CV-00386 ("CONSENT DECREE"), that requires OWNER to complete numerous projects related to its sanitary sewer system and stormwater management program within specific periods of time.

9.2 TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR is aware that the OWNER is subject to penalties for

non-compliance with the CONSENT DECREE deadlines. The CONTRACTOR shall be specifically liable and responsible for payment of any and all penalties, fines, or fees assessed against or incurred by the OWNER as a result of any delay in, or non-performance of, any of the CONTRACTOR's obligations or responsibilities under this Contract, or for any other damages suffered by OWNER as a result of such delay or non-performance. This shall specifically include, but shall not be limited to, any penalty, fine, fee, or assessment against the OWNER by the U.S. Department of Justice, U.S. Environmental Protection Agency, and/or the Kentucky Energy and Environment Cabinet related to the Consent Decree.

9.3 The provisions of this Section and the various rates of compensation for CONTRACTOR's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion.

9.4 If delays result by reason of acts of the OWNER or approving agencies, which are beyond the control of the CONTRACTOR, an extension of time for such delay will be considered. If delays occur, the CONTRACTOR shall immediately notify the OWNER, and within five (5) business days from the date of the delay apply in writing to the OWNER for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the PROJECT schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the OWNER of any of its rights in the Agreement. Section 9.6 of this Agreement (Disputes) shall apply in the event the parties cannot agree upon an extension of time.

In the event that the overall delay resulting from the above-described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified herein, the fees to be paid to CONTRACTOR shall be subject to adjustment as agreed upon by the parties. Section 9.6 of this Agreement shall apply in the event the parties cannot agree upon an adjustment of fee.

9.5 If delays result solely by reason of acts of the CONTRACTOR, the CONTRACTOR shall be held liable for any financial penalties incurred by the OWNER as a result of the delay, including but not limited to those assessed pursuant to the CONSENT DECREE as provided in Section 9.2, above. Section 9.6 of this Agreement (Disputes), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The CONTRACTOR must immediately notify the OWNER in the event of such delay, and provide the OWNER a written action plan within five (5) business days on how it will attempt to resolve the delay.

9.6 DISPUTES

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the OWNER's Agent (Charles H. Martin, P.E., Director of Water Quality) and

the CONTRACTOR. In the absence of such an agreement, the dispute shall be submitted to the OWNER's Commissioner, Department of Environmental Quality, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the Agreement in accordance with the directions of the OWNER.

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

SPECIFICATIONS

<u>SECTION NO.</u>	<u>TITLE</u>	<u>PAGE NO.</u>
<u>DIVISION 0</u>	<u>GENERAL SPECIFICATIONS, BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS OF THE CONTRACT</u>	
PART I	Advertisement for Bids	AB-1 Thru AB-6
PART II	Information for Bidders	IB-1 Thru IB-19
PART III	Form of Proposal	P-1 Thru P-25
PART IV	General Conditions	GC-1 Thru GC-51
PART V	Special Conditions	SC-1 Thru SC-7
PART VI	Contract Agreement	CA-1 Thru CA-7
PART VII	Performance and Payment Bonds	PB-1 Thru PB-7
	Supplemental General Conditions for Clean Water State Revolving Fund	
	Drinking Water State Revolving Fund	1-66
PART VIII	Technical Specifications	TS-1 Thru TS-7
<u>DIVISION 1</u>	<u>GENERAL REQUIREMENTS</u>	
01010	Summary of Work	01010-1
01020	Allowances	01020-1
01300	Submittals	01300-1 Thru 01300-3
01500	Construction Facilities and Temporary Controls	01500-1 Thru 01500-3
01600	Special Provisions for Material and Equipment	01600-1 Thru 01600-7
<u>DIVISION 2</u>	<u>SITE WORK</u>	
02050	Selective Demolition	02050-1 Thru 02050-4
02110	Site Clearing and Grubbing	02110-1 Thru 02110-2
02140	Dewatering	02140-1
02200	Earth and Rock Work	02200-1 Thru 02200-17
02235	Crushed Stone and Dense Graded Aggregate	02235-1 Thru 02235-3
02700	Sewer and Drain Pipe	02700-1 Thru 02700-28
02930	Seeding	02930-1 Thru 02930-7

SECTION NO. TITLE

PAGE NO.

DIVISIONS 3 THRU 16

Not Applicable

DRAWINGS

1. Wastewater Treatment Plant Closure Plan and Profile, Vicinity Map, General Notes, and Standard Symbols
2. Standard Details and Erosion Control Notes
3. Erosion Control 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:

Walter M. Miller, Deputy
Clerk of the Urban County Council
Shamara Jackson
(Witness)

BY: Jim Gray
MAYOR
Mayor
(Title)

(Seal)

Free Contracting, Inc.
(Contractor)

(Secretary)*
[Signature]
(Witness)

BY: [Signature]
Rhonda Fister
President
(Title)

1620 Old Frankfort Pike, Lexington KY 40504
(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

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

END OF SECTION

PART VII

PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE BOND
2. PAYMENT BOND

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AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):
Free Contracting, Inc.
1620 Old Frankfort Pike
Lexington KY 40504

SURETY (Name and Principal Place of Business):
Ohio Farmers Insurance Company
10300 Alliance Road Ste 260
Cincinnati OH 45242

OWNER (Name and Address):
Lexington Fayette Urban County Government
Department of Finance and Administration
200 East Main Street
Lexington KY 40507

Bond No. 0482787

CONSTRUCTION CONTRACT

Date:
Amount: \$ 361,124.00
Description (Name and Location): Bid 142-2014-Blue Sky Treatment Plant Demolition and Lagoon Dewatering

BOND

Date (Not earlier than Construction Contract Date):
Amount: \$ 361,124.00
Modifications to this Bond:

XX None

See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Free Contracting, Inc

SURETY
Company: (Corporate Seal)
Ohio Farmers Insurance Company

Signature: [Handwritten Signature] / President
Name and Title: Rhonda Fister

Signature: [Handwritten Signature]
Name and Title: Sandy Q. Black, Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:
Powell-Walton-Milward a Division of
J Smith Lanier & Co
PO Box 2030, Lexington KY 40588
(859) 254-8023

OWNER'S REPRESENTATIVE (Architect, Engineer or
other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as

practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if not liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received

by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

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AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):
Free Contracting, Inc.
1620 Old Frankfort Pike
Lexington KY 40504

SURETY (Name and Principal Place of Business):
Ohio Farmers Insurance Company
10300 Alliance Road Ste 260
Cincinnati OH 45242

OWNER (Name and Address):
Lexington Fayette Urban County Government
Department of Finance and Administration
200 East Main Street
Lexington KY 40507

CONSTRUCTION CONTRACT

Date:
Amount: \$ 361,124.00
Description (Name and Location): Bid 142-2014-Blue Sky Treatment Plant Demolition and Lagoon Dewatering

BOND

Date (Not earlier than Construction Contract Date):
Amount: \$ 361,124.00
Modifications to this Bond:

XX None See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
Free Contracting, Inc.

SURETY
Company: (Corporate Seal)
Ohio Farmers Insurance Company

Signature: [Handwritten Signature]
Name and Title: Rhonda Fister, President.

Signature: [Handwritten Signature]
Name and Title: Sandy Q. Black, Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer

or other party):

Powell-Walton-Milward a Division of
J Smith Lanier & Co
PO Box 2030, Lexington KY 40588
(859) 254-8023

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used

in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/06/12, FOR ANY PERSON OR PERSONS NAMED BELOW

POWER NO. 167352 00

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint SANDY Q. BLACK, CHRIS P. BARNETT, TERESA L. JOHNS, MACKENZIE A. HUSTON, JOINTLY OR SEVERALLY

of LEXINGTON and State of KY its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 06th day of NOVEMBER A.D., 2012.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 06th day of NOVEMBER A.D., 2012, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



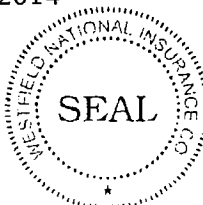
William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 8th day of October A.D. 2014



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

Client#: 121523

41FREECONTRA

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/25/2014

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

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

PRODUCER J Smith Lanier & Co-Lexington Powell-Walton-Milward P O Box 2030 Lexington, KY 40588	CONTACT NAME: Susan Cook PHONE (A/C, No, Ext): 800 796-3567 E-MAIL ADDRESS: scook@pwm-jsl.com	FAX (A/C, No): 859 254-8020
	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Co. NAIC # 10677 INSURER B: KY Assoc. General Contractors INSURER C: Westchester Surplus Lines Ins. 10172 INSURER D: INSURER E: INSURER F:	
INSURED Free Contracting, Inc. Rhonda Fister, President 1620 Old Frankfort Pike Lexington, KY 40504		

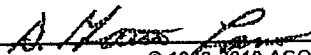
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ENP0172883	01/01/2014	01/01/2015	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/POP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			ENP0172883	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<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 \$0			ENP0172883	01/01/2014	01/01/2015	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7300	01/01/2014	12/31/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.I. EACH ACCIDENT	\$4,000,000
							E.I. DISEASE - EA EMPLOYEE	\$4,000,000
							E.I. DISEASE - POLICY LIMIT	\$4,000,000
C	Pollution Liab			G27080297001	01/01/2014	01/01/2015		\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Ref: Blue Sky Pumping Station and Force Main Contract 3 - Wastewater Treatment Plant Closure

LFUCG is included as additional insured as per written contract but only with respects to the general liability, automobile and pollution insurance and subject to the provisions and limitations of the policy.
 XCU is not excluded under the General Liability form. Blasting operations are excluded.

CERTIFICATE HOLDER LFUCG Attn: Sondra Stone 200 E. Main St. 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 
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PART VIII

TECHNICAL SPECIFICATIONS

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SECTION B	MAINTENANCE OF TRAFFIC
SECTION C	ENGINEERING

TECHNICAL SPECIFICATIONS

SECTION A – GENERAL PROVISIONS

A.1 KENTUCKY DEPARTMENT OF HIGHWAYS - SPECIFICATIONS

Except as otherwise indicated on the Plans, and in the Contract Documents and Specifications, all items of Work including materials, construction methods, method of measurement and basis of payment shall comply with the current edition of the *Kentucky Department of Highways (KDOH) Standard Specifications for Road and Bridge Construction* and all current revisions.

With regard to the incorporation *Standard Specifications of KDOH* into these Technical Specifications, the following should be noted:

- Unless either the content implicitly or the Plans and Contract Documents and Specifications explicitly indicate otherwise, all KDOH references to "the Department" should be construed as being references to the Lexington-Fayette Urban County Government (LFUCG).
- Any discrepancy between the Standard Specifications of KDOH and the express intentions of Lexington-Fayette Urban County Government (i.e., Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government Standard Drawings) shall be resolved in favor of the latter. (An example of one of the more common types of discrepancy is that which sometimes occurs with regard to the measurement of and payment for Work items.)

A.2 ABBREVIATIONS

Abbreviations of standards, codes, and publications used within these Specifications are as follows:

ASTM	American Society of Testing and Materials
ANSI	American National Standard Institute
KDOH	Kentucky Department of Highways, "Standard Specifications for Road and Bridge Construction", Current Edition

A.3 SCOPE

It is the intent that the CONTRACTOR, in accordance with the Plans, Contract Documents and Specifications, and other mutually acknowledged informational materials shall perform everything required to be performed and to furnish a complete, fully operating Work, and shall provide and furnish all labor, materials, necessary tools, expendable and non-expendable equipment and all transportation services required for the entire, proper, substantial completion of the Work, the cost of all of which shall be included in his bid.

The CONTRACTOR shall make all requisite excavations and foundation preparation for constructing sidewalks, incidental drainage structures, and retaining walls. The CONTRACTOR shall, where required, excavate and prepare subgrade for pavement widening and replacement. The CONTRACTOR shall provide all signs, lighting, barricades, flagmen and watchmen, and make provisions necessary to protect and maintain buildings, fences, trees, shrubs, poles, existing utility fixtures, watercourses, surface drains, or other structures in, on, across, or adjacent to the Work and repair all damage done to them where and as required. The CONTRACTOR shall perform all

backfilling, restore walks, grass plots, flowers, shrubs, trees, paved surfaces, etc., damaged or disturbed and clear away all rubbish and surplus materials. The CONTRACTOR shall put in complete and acceptable working order the items covered by the Contract.

This Specification sets forth several items of Work or conditions which are required as integral parts of the successful completion of the Project. All items discussed herein under General Provisions are considered incidental to the overall accomplishment of the Project and no separate payment shall be made therefore unless otherwise noted elsewhere in these specifications.

A.4 CONTRACTOR'S FACILITIES

A.4.1 Sanitary Facilities: The CONTRACTOR shall provide and maintain all necessary sanitary facilities at the site, in accordance with all applicable regulations, and shall properly remove same at completion of the Project.

A.4.2 Utilities: The obtaining of all utilities which may be required for construction shall be the responsibility of the CONTRACTOR.

A.5 CONTRACTOR'S FIELD OFFICE

A CONTRACTOR'S Field Office is not required for this project.

A.6 UTILITIES

The CONTRACTOR is to notify all utility companies prior to beginning construction operations.

It shall be the CONTRACTOR'S responsibility to locate all utilities, make appropriate arrangements regarding relocation, maintain utility service throughout the construction period, and make final relocations at the completion of the Work. The CONTRACTOR shall be responsible for any injury or damage to the existing utilities due to his operations whether shown or not shown in the plans. Where utilities are shown or indicated on the plans, the information given is in accordance with the best information in possession of the OWNER but is approximate only. The data is not warranted to be either complete or correct, and the CONTRACTOR shall assume all risks resulting from the conditions arising from the approximations shown.

The CONTRACTOR shall confer with the utility companies to inform them of the proposed construction schedule, verify the location and elevation of existing utilities and arrange for the relocation and adjustment of any facilities to avoid interference with the proposed construction. All such activities are to be performed under the direction of and with the approval of the ENGINEER.

When the various utility owners find it necessary to make adjustments to their lines where the CONTRACTOR is presently working, the CONTRACTOR is to move his operations to another area of Work so as not to interfere in any way with the utility company's Work.

Any utilities covered up or lost by the construction operations of the CONTRACTOR shall be uncovered and found by the CONTRACTOR and the new construction repaired and/or replaced as directed by the ENGINEER. No additional compensation will be allowed for such Work nor shall any additional payment be allowed for the relocation and adjusting of any utility but shall be considered Incidentals to other Work.

The CONTRACTOR shall make a concerted effort to prevent any disruption of utility services, and if an unintended disruption occurs, the CONTRACTOR shall immediately and safely restore service. If disruption of any of the utility services covered in this section is unavoidable, it will be the responsibility of the CONTRACTOR to notify affected property owners. The CONTRACTOR shall also make every effort to restore said services before quitting Work for the day. In the event this cannot be done, the CONTRACTOR shall provide temporary service to the property owners until permanent service can be restored.

A.7 STAKING AND MARKING

The survey baseline, if applicable, for the Project has been previously established. Should, prior to beginning of construction, part or all of the baseline be destroyed, it will be the Contractor's responsibility to re-establish this baseline from the reference points shown on the plans or otherwise identified.

The CONTRACTOR will furnish and be responsible for all staking necessary to control and complete the Work, according to the Specifications, to the lines and grades shown on the Plans.

The CONTRACTOR'S staking party shall be under the general supervision of a Licensed Professional Land Surveyor.

A.8 TESTING

From time to time during the progress of the Work, the ENGINEER may require that testing be performed to determine the materials provided meet the specified requirements. The Lexington-Fayette Urban County Government will select a testing laboratory to perform the testing services. The cost of such services shall be the responsibility of the OWNER. If testing reveals defective materials or Work, the cost of said testing will become the responsibility of the CONTRACTOR.

- a. Codes and Standards: Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.
- b. Cooperation with the Testing Laboratory: Representatives of the testing laboratory shall have ready access to the Work at all times. The CONTRACTOR shall provide facilities for such access in order that the laboratory may properly perform its functions.

A.9 INSTALLATION REQUIREMENTS

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as suggested by the respective manufacturers, unless otherwise specified herein or directed by the ENGINEER.

A.10 PROOF OF COMPLIANCE

Whenever the Contract Documents require that a product be in accordance with Federal Specifications, ASTM Designations, ANSI Specifications, or other associations' standards, the CONTRACTOR shall present a certification from the manufacturer that the product complies therewith. When requested or specified, the CONTRACTOR shall submit supporting test data to substantiate compliance.

A.11 DUST CONTROL

The CONTRACTOR shall be responsible for minimizing the generation of dust resulting from his operations at all times. The CONTRACTOR shall be required to maintain all excavations, embankments, stockpiles, roads, permanent access roads, plant sites, waste areas, and all other Work areas within or without the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment, or similar methods will be permitted to control dust. Dust control shall be performed as the Work proceeds, and whenever a dust nuisance or hazard occurs.

A.12 REPAIR OF DAMAGE

Any damage done to structures, fills, roadways, or other areas shall be repaired at the CONTRACTOR'S expense before final payment is made.

A.13 PROJECT EXTENT

The CONTRACTOR shall be responsible for satisfying himself as to the construction limits for the Project. The CONTRACTOR shall not establish Work, storage, or staging area outside the Project limits, unless otherwise directed or approved by the ENGINEER.

A.14 WORKING HOURS

All Work on this Project shall be restricted to daylight hours, but may be further restricted by the ENGINEER if required; except emergency Work, such as any necessary pumping, which may require 24-hour operation. If the CONTRACTOR elects to Work beyond the normal work week, he shall notify the ENGINEER of his intent as far in advance as possible. Lane closures for all streets with a functional classification above local shall occur only between the hours of 9:00 a.m. and 3:00 p.m., except as approved by the ENGINEER.

A.15 GUARANTEE

The CONTRACTOR shall assume responsibility for all workmanship and materials for a period of one year from final payment. Any Work found to be defective due to failure to comply with the provision and intent of the Contract Documents, Specifications, and Plans shall be replaced at the CONTRACTOR'S expense.

A.16 PROPERTY CONSIDERATION

Materials having a salvage value shall remain the property of the OWNER. Salvageable material rejected by the OWNER shall become the responsibility of the CONTRACTOR to dispose of in a proper manner subject to the approval of the ENGINEER.

A.17 BLASTING

Blasting is addressed in the Special Conditions.

A.18 HAZARDOUS MATERIAL - GAS LINES

The CONTRACTOR is advised to exercise caution in his operations on this project, regardless of whether the plans indicate or do not indicate the presence of any gas or hazardous materials carrying lines.

A.19 DIVERSION OF STORM WATER

Appropriate measures must be taken to sandbag the necessary manholes and to pump drainage around the area under construction. The CONTRACTOR is responsible for developing a plan to

divert storm drainage around the construction area with the approval from the ENGINEER. Materials, labor, and all incidentals necessary to accomplish this diversion of storm drainage will be considered incidental to the contract.

A.20 SEWER SERVICE MAINTENANCE

This Work shall consist of maintaining existing sanitary sewer service to residents in the area during construction. Sewage is to be maintained by whatever means necessary. No surcharge of manholes will be allowed.

No separate payment will be made for Sewer Service Maintenance. Sewer Service Maintenance shall include all materials, equipment and labor necessary to maintain sewer service to residents during construction.

A.21 PROJECT SIGNS

Prior to construction Project Signs shall be installed in accordance with the Standard Drawings. The exact location shall be established prior to the beginning of the work and shall remain visible during the entire length of the Project. After all Work is complete and prior to final inspection, the signs shall be removed and disposed of properly. The cost and installation of the Project Signs will be paid per the Contract Unit Price as bid.

A.22 DEMOLITION OF STRUCTURE

The CONTRACTOR shall be responsible for the complete demolition of the structures and removal of debris at specified location. The above demolition will be awarded to one contractor. The structures are only to be demolished after the OWNER has released them to the CONTRACTOR.

Summary

- a. Demolition and removal of 3 metal fabricated treatment structures on concrete slabs.
- b. Disconnecting, capping, or sealing the site utilities in place within the limits of the demolished buildings.

Material Ownership

Except for any materials otherwise specified, demolished materials shall become the CONTRACTOR'S property and shall be removed from the site without further disposition of salvageable items at the CONTRACTOR'S OPTION. In order to reduce the volume of materials disposed of in landfills, Lexington-Fayette Urban County Government (LFUCG) encourages the CONTRACTOR to recycle materials removed from the site whenever possible.

Quality Assurance

- a. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed demolition work similar to that indicated for this Project.
- b. Regulatory Requirements: Comply with governing state and EPA notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities

having jurisdiction. Implement all required erosion and sediment control measures. Obtain all necessary permits at CONTRACTOR'S expense before starting.

Project Conditions

- a. The structure(s) to be demolished are not in use. LFUCG owns these structures.
- b. The OWNER (LFUCG) assumes no responsibility for actual condition of structures to be demolished.
- c. Hazardous Substances: If any materials suspected of containing asbestos are encountered, do not disturb the materials, immediately notify the OWNER. The OWNER shall complete subsequent removal of found asbestos in a timely manner. If the CONTRACTOR is unable to proceed, equitable adjustment of the contract time will be made. No adjustment to the contract sum shall be made for idle equipment or personnel. No *known or suspected* asbestos material may be deposited in the landfill owned by the LFUCG. The CONTRACTOR shall visually inspect the property prior to demolition and shall legally dispose of all paint, chemicals, pesticides, and other toxic materials. Fluorescent light bulbs, ballasts, and/or mercury switches shall be disposed of in accordance with applicable universal waste regulations. Recovery of refrigerant from air conditioning units will be responsibility of CONTRACTOR. CONTRACTOR shall provide from air conditioning units will be responsibility of CONTRACTOR. CONTRACTOR shall provide documentation of the proper transportation and disposal of all hazardous materials, hazardous waste and/or universal waste.
- d. Storage or sale of removed items or materials on-site is not permitted. Salvageable items to the CONTRACTOR must be transported from the sites as they are removed.
- e. Execution
 1. Verify or arrange that all utilities have been disconnected and capped.
 2. Survey existing conditions to determine the extent of the demolition and adjacent structures to protect.
 3. The CONTRACTOR shall be responsible for and pay all cost of removal, disconnection, and capping of existing utilities, if applicable.
 4. All drains are to be filled with flowable fill.
 5. Do not begin demolition work until utility disconnecting and sealing have been completed and verified to the OWNER, if applicable.
 6. Demolition will be down to but not include the building's concrete floor slab or floor tile.

f. Preparation

1. Conduct demolition operations and debris removal to insure minimum interference with roads in the area.
2. Do not close roads without permission of the LFUCG Division of Traffic Engineering and other authorities having jurisdiction.
3. Provide alternate routes around the closed area if required.
4. Conduct the demolition operation to prevent injury to people and damage to adjacent viaduct/bridge, buildings, and property. Ensure safe passage of people around the demolition area.
5. The use of explosives *shall not* be permitted.

g. Environmental Controls

1. Use water mists, temporary enclosures, or other suitable methods to limit the spread of dust and dirt. Comply with all governing environmental protection regulations. A water source is available onsite. Appropriate Best Management Practices for erosion and sediment control shall be employed and inspected on a regular basis and following storm events.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas. A construction entrance of No. 2 stone may be provided as needed to prevent tracking of mud or debris onto surrounding streets.
3. Remove debris from elevated portions of the structure by chute, hoist, or other device.
4. CONTRACTOR shall perform construction activities in a manner as to prevent water and air pollution and shall strictly comply with all federal, state, and local laws, ordinances, regulations, and Best Management Practices controlling air and water pollution.
5. The CONTRACTOR shall provide appropriate sanitary facilities for all employees at all work sites.
6. If the presence of contaminated materials is suspected at any time during the project, demolition, excavation, and/or hauling must be halted and notification provided to the Division of Environmental Policy (859-425-2518 or 859-425-2554). LFUCG personnel will examine the affected area or materials and determine if testing is required and, if so, remedial measures that must be taken based on the results. The cost of such testing shall be borne by LFUCG. It may be necessary for the CONTRACTOR to segregate potentially-contaminated material on the site while testing is underway. Work elsewhere on the site may continue in that event.

h. Demolition

1. Demolish the buildings as completely as indicated and remove from the site using methods required to complete the work within limitations of governing regulations.
2. Locate demolition equipment to remove debris and materials so as not to impose excessive loads on supporting panels and framing members.
3. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
4. The CONTRACTOR shall not close any streets during work without OWNER'S permission. Traffic control around the job site shall be the sole responsibility of the CONTRACTOR and is incidental to the work. No direct payment shall be made for traffic control.

i. Disposal

1. Transport demolished materials off the OWNER'S property. The CONTRACTOR shall designate the disposal facility prior to the Project and inform the OWNER if any change is made with regard to disposal of removed material. The CONTRACTOR shall provide documentation to the OWNER of disposal including, but not limited to, manifests, bills of lading, haul logs, and landfill weight tickets.

j. Erosion Control

1. The CONTRACTOR shall install erosion control blankets on all disturbed areas per Section 872.07 of Kentucky Transportation Cabinet, Standard Specifications for Road and Bridge Construction. Other erosion and sediment control measures shall be installed and maintained as required.

k. Time of Completion

1. The CONTRACTOR shall have 90 calendar days from the date of Notice to Proceed to complete demolition. **Temporary Traffic Control Plan and Maintenance Requirements:** Vehicular and pedestrian traffic shall be maintained as per guidance in the Manual of Uniform Traffic Control Devices (MUTCD), Latest Edition. Maintenance of traffic plans for each phase of the Project must be provided by the CONTRACTOR. The Project Manager and/or Division of Traffic Engineering must be notified of changes in circulation patterns at least three days in advance of the change to allow time for public notification. The CONTRACTOR shall designate a traffic control point of contact responsible for periodic inspections of signs/markings to ensure messages remain clear to the traveling public.
2. Normal Town Branch Treatment Plant traffic shall not be affected in any manner and must be allowed to function normally. CONTRACTOR will advise the treatment plant supervisor of his schedule.

TECHNICAL SPECIFICATIONS

SECTION B - MAINTENANCE OF TRAFFIC

B.1 SCOPE

The CONTRACTOR shall maintain all local vehicular and pedestrian traffic along the project during construction. The CONTRACTOR shall present a plan for maintenance of traffic and traffic signs subject to the approval of the Lexington-Fayette Urban County Government Traffic Engineer prior to the beginning of Work. All bus routes shall remain in operation during scheduled bus operating hours. Loading zone space shall be made available as necessary during normal business hours. At least one lane of traffic shall be maintained on all cross streets.

B.2 MATERIALS

The CONTRACTOR shall furnish bridging plates or provide other means of maintaining safe access for pedestrians and service traffic to all businesses during normal working hours. Adequate personnel shall be available during daylight hours to assure maintenance. Metal trench covers, granular backfill or other suitable methods shall be utilized to maintain vehicular traffic through areas disturbed by construction operations.

B.3 SIGNING

The CONTRACTOR shall furnish and erect suitable barricades, signs and other necessary devices to control, guide and safeguard traffic passing through or around the construction project. All such devices shall conform in all respects to the requirements of the Manual on Uniform Traffic Control Devices for Highway Construction and Maintenance Projects. The CONTRACTOR, before erecting any barricades or changing the location of one already placed, shall notify the ENGINEER at least three days prior to such contemplated erection or change, except in case of an emergency. In case of an emergency, the Engineer may direct the CONTRACTOR to immediately provide safety and warning devices to safeguard traffic. All night-time control devices requiring illumination shall be lighted every night during the entire period from sunset to sunrise. The CONTRACTOR will be held responsible for all damage to Work due to failure to provide barricades, signs, lights, and watchmen to protect it; and whenever evidence of such damage is found prior to acceptance, the ENGINEER may order the damaged portion removed and replaced by the CONTRACTOR at the CONTRACTOR'S expense. The responsibility remains the CONTRACTOR'S until the project is accepted.

B.4 APPLICABLE KENTUCKY DEPARTMENT OF HIGHWAYS (KDOH) STANDARD SPECIFICATIONS

To the extent that it does not conflict with the content of the Plans, Contract Documents, and Specifications, Subsection 112 of KDOH Standard Specifications, current edition, is incorporated into this Technical Specification.

B.5 MEASUREMENT AND PAYMENT

Payment for the maintenance of traffic will be incidental to the contract unless otherwise specified in the Purchase Order.

Technical Specifications

Section C - Engineering

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 SCOPE OF WORK COVERED BY THE CONTRACT

- A. These Specifications and the accompanying Drawings describe the work to be done and materials to be furnished for the construction of Contract 557-12-03, Blue Sky Pumping Station and Force Main, Contract 3—Wastewater Treatment Plant Closure, Lexington-Fayette Urban County Government, Lexington, Kentucky.
- B. The Work is located at existing Blue Sky Wastewater Treatment Plant and the area of I-75, KY 418—Athens-Boonesboro Road, and Old Richmond Road.
- C. Major work items in this Contract include:
 - 1. Construct a bypass line to diver the Blue Sky Wastewater Treatment Plant influent to the newly constructed Blue Sky pump station.
 - 2. Dispose the residual contents of the Blue Sky Wastewater Treatment Plant by pumping and/or gravity flow to the new Blue Sky pump station.
 - 3. Disinfect, dismantle, and remove the existing steel structures. Recycle the material when possible.
 - 4. Concrete or brick structures shall be removed to 18 inches below grade, filled with materials that will not settle, filled with top soil, seeded, and regraded appropriately.
 - 5. Manholes abandoned in place shall:
 - a. Have all residual sewage transferred to new Blue Sky pump station.
 - b. Be completely filled with materials that will not settle (e.g. stone, sand).
 - c. Have the top 18 inches of structure removed, filled with top soil, seeded, and regraded appropriately.
 - 6. Yard piping abandoned in place will be cleared, disinfected, cut and capped.
 - 7. Yard piping will be excavated and properly disposed when appropriate.
 - 8. Pump the approximately 857,000 gallons of liquid in the storage lagoon to the new Blue Sky pump station.
 - 9. Analyze the soil and residual sludge remaining in the lagoon to determine if it is contaminated.
 - a. If the soil analysis results indicate contamination is present, the contaminated soil and residual sludge will be removed and hauled to an appropriate disposal facility.
 - b. If the soil is not contaminated, the lagoon will be backfilled with available borrow material.

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10. Regrade all disturbed areas to match existing drainage pathways and revegetate the disturbed areas.

1.02 WORK SEQUENCE

- A. No priorities are assigned to this work.

PART 2 MATERIALS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

01010-2

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. Submittals required by Federal or State funding agencies are listed in Sections 00830 and 00840. The CONTRACTOR is responsible for the submittal of all weekly payrolls, monthly utilization and other required forms and reports, including reports and forms from all Subcontractors. The prompt submittal of all required reports and forms will help to ensure the timely processing of pay requests.

1.02 SHOP DRAWINGS, PRODUCT DATA, SAMPLES, O&M INSTRUCTIONS

- A. Submittal of these items shall comply with Section 00710, The General Conditions, in addition to the more detailed requirements listed in this section and in the technical Specifications.

B. Product Data

- 1. Product data as specified in individual sections include, but are not necessarily limited to, standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer's product specification and installation instructions, availability of colors and patterns, manufacturer's printed statements of compliance and applicability, roughing-in diagrams and templates, catalog cuts, product photographs, standard wiring diagrams, printed performance curves and operational-range diagrams, production or quality control inspection and test reports and certifications, mill reports, product operating and maintenance instructions and recommended spare-parts listing, and printed product warranties, as applicable to the Work.

C. Operation and Maintenance Instructions

- 1. O&M instructions shall conform to Article 5 of the General Conditions (Section 00710) and the particular requirements of the individual sections.
- 2. Refer to Section 01600 for additional requirements for O&M instructions.

1.04 SUBMISSION REQUIREMENTS

- A. The CONTRACTOR shall make submittals in such sequence as to cause no delay in the work or in the Work of any other CONTRACTOR.

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B. Number of submittals required:

1. Product Data: Submit 6 copies.
2. O&M Instructions: Submit 6 copies in accordance with Section 01600 of the Specifications.

C. Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The Project title, Contract number, and submittal number.
3. Contractor identification.
4. The names of:
 - a. CONTRACTOR
 - b. Supplier
 - c. Manufacturer
5. Identification of the product, with the Specification section number.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from Contract Documents.
10. Identification of revisions on resubmittals.
11. An 8-in. x 3-in. blank space for CONTRACTOR's and ENGINEER's stamps.
12. Critical path notation as required.

1.05 RESUBMISSION REQUIREMENTS

A. The CONTRACTOR shall make any corrections or changes in the submittals required by the ENGINEER and resubmit until accepted, in accordance with the following:

1. Shop drawings and product data:
 - a. Revise initial drawings or data, and resubmit as specified for the initial submittal.
 - b. Indicate any changes which have been made other than those requested by the ENGINEER.

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- B. The CONTRACTOR shall bear the cost for all review and processing after the second resubmittal.

1.06 GENERAL PROCEDURES FOR SUBMITTALS

- A. Coordination of Submittal Times: The CONTRACTOR shall prepare and transmit each submittal sufficiently in advance of performing the related Work or other applicable activities, or within the time specified in the individual Work section of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 SANITARY FACILITIES

- A. The CONTRACTOR shall construct and maintain, in a sanitary condition, sanitary facilities for the CONTRACTOR'S employees and also employees of the Subcontractors. The CONTRACTOR shall, at completion of the Contract Work, properly dispose of these sanitary facilities.

1.02 UTILITIES

- A. The obtaining of all utilities for construction, including power and water, shall be the responsibility of the CONTRACTOR, and he shall bear the cost of all utilities used for construction. Cost of all connections and facilities for use of utilities shall be borne by the CONTRACTOR.

1.03 MAINTENANCE OF SERVICE IN EXISTING UTILITIES

- A. Where the existing utilities, including in-plant process piping and plant water piping, must be disturbed during construction under this Contract, their operation and function shall be maintained by the CONTRACTOR to such a degree that service to customers will be interrupted for minimum time periods only. Such disturbances and any maintenance use of these lines shall constitute no cost to the OWNER. **The OWNER shall be notified of interruptions in sufficient time to prepare for them and shall agree to the hour, date, and duration of them before they are undertaken.**
- B. Should shutdowns in service be in excess of the time of duration agreed upon, and such excessive shutdown time be due to the CONTRACTOR's negligence, faulty Work and/or inability to perform, then and in that event, the CONTRACTOR shall be held liable to the OWNER for any and all damages that may accrue to the OWNER, by reason of such excessive shutdown periods.
- C. Digging through services with trenching machines will not be permitted. Upon damage to utility services, such services shall be repaired immediately and tested to the satisfaction of the ENGINEER. The CONTRACTOR shall notify all utility users of impending interruption of service and shall be responsible for all damage resulting from same. Payment for necessary disconnection and reconnection of utility services shall be included as a part of the CONTRACTOR's bid and no extra compensation will be made for same.
- D. The CONTRACTOR shall at all times maintain on hand an adequate supply of repair materials and tools with which to make repair to damaged water, gas and sewer lines. Should the CONTRACTOR inadvertently damage existing utilities, he shall make immediate repair thereto and in no event shall he leave the site before such repair has been made and proven to be successful.

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- E. As far as possible, the locations and sizes of existing mains are indicated on the Drawings; however, exact locations, pipe materials and sizes cannot be guaranteed. It shall be the responsibility of the CONTRACTOR to locate and uncover existing lines, to which new mains are to be connected, and provide all connecting fittings of the correct size and type for each connection. Payment for the above shall be included in the unit price bid for each item used for the connection as indicated on the Drawings or as specified.
- F. Where existing structures and equipment at the treatment plant or station are disturbed during construction under this Contract, their operation and function shall be maintained by the CONTRACTOR to such degree that the treatment process will not be impaired. Such maintenance shall constitute no extra cost to the OWNER.

1.04 PROPERTY PROTECTION

- A. Care is to be exercised by the CONTRACTOR in all phases of construction, to prevent damage and/or injury to the OWNER's and/or other property. Payments for the repair and restoration are limited as set forth in "Conflict With or Damage to Underground Facilities" of the Supplementary General Conditions.
- B. The CONTRACTOR shall avoid unnecessary injury to trees and shall remove only those **authorized** to be removed by written consent of the OWNER. Fences, gates, and terrain damaged or disarranged by the CONTRACTOR's forces shall be immediately restored in their original condition or better.

1.05 CONSTRUCTION WARNING SIGNS

- A. The CONTRACTOR shall provide construction warning signs for each location where he is working in the State highway right-of-way or in City streets. He will further provide flagmen as required and shall abide by all Kentucky Transportation Cabinet, Department of Highways safety rules, including size, type and placement of construction signs. All signs shall be of professional quality.

1.06 RESIDENT PROJECT REPRESENTATIVE OFFICE

- A. Not required this Contract.

1.07 ACCESS ROADWAYS

- A. The CONTRACTOR shall construct all access roadways needed during construction, and the planned access roadways for the completed project. The CONTRACTOR shall maintain access roadways continuously during the construction period.
- B. The CONTRACTOR shall maintain all existing roadways within the project site which are used for any purpose by his construction operations. The degree and frequency of maintenance shall be adequate to keep existing roadways in a condition at least equal to their condition prior to construction. Road maintenance shall include dust control and grading as necessary.

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1.08 RESPONSIBILITY FOR TRENCH SETTLEMENT

- A. The CONTRACTOR shall be responsible for any settlement caused by the construction, that occurs within 1 year after the final acceptance of this Contract by the OWNER. Repair of any damage caused by settlement shall meet the approval of the OWNER.

1.09 DAMAGE TO CROPS, LIVESTOCK AND VEGETATION

- A. The CONTRACTOR shall protect crops, livestock and vegetation against damage or injury from construction operations at all times. Crops damaged or equipment access obtained outside of the easements provided shall be the responsibility of the CONTRACTOR. Temporary fences shall be provided at no extra cost to the OWNER wherever necessary to keep livestock away from the construction area. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Damaged limbs shall be trimmed and damaged tree trunks shall be treated with wound dressing.

1.10 WASTE DISPOSAL

- A. The CONTRACTOR shall dispose of waste, including any hazardous waste, off-site in accordance with all applicable laws and regulations.

1.11 CONTRACTOR'S TRAILERS AND MATERIAL STORAGE

- A. The location of the CONTRACTOR'S and Subcontractors' office and work trailers and parking areas on the project site shall be subject to the OWNER's approval.
- B. The location of the CONTRACTOR's and Subcontractors' material storage yards on the project site shall be subject to the OWNER's approval.

1.12 CONSTRUCTION IDENTIFICATION SIGNS

- A. The CONTRACTOR shall furnish and erect project identification signs if such are required by the funding agency.
- B. The CONTRACTOR shall obtain the OWNER'S permission before erecting any construction signs not specifically required by the Contract.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01600

SPECIAL PROVISIONS FOR MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 SERVICES OF MANUFACTURERS' REPRESENTATIVE AND OPERATING MANUALS

- A. Bid prices for equipment furnished under Divisions 11, 13, 14, 15 and 16, shall include the cost of written operation and maintenance instructions and the cost of a competent representative of the manufacturers of all equipment to supervise the installation, adjustment, and testing of the equipment and to instruct the OWNER'S operating personnel and the ENGINEER'S representative on operation and maintenance. This supervision and instruction may be divided into two or more time periods as required by the installation program, and shall be scheduled at the convenience of the OWNER.
- B. Unless otherwise specified with the equipment, equipment manufacturers shall provide a minimum of 2 separate repeated training sessions for the OWNER'S staff. Each session shall be at least 2 hours in length, but not more than 4 hours. Manufacturer's agenda and schedule for the training shall be submitted to and approved by the OWNER prior to conducting the training. No training will be scheduled until the equipment has been installed, satisfactorily tested, and is ready for operation.
- C. The manufacturer's representative shall have complete knowledge of the proper installation, lubrication, operation and maintenance of the equipment provided and shall be capable of instructing the representatives of the OWNER and ENGINEER on proper startup, shutdown, online operations, lubrication and preventive maintenance of the equipment. Outlines of lesson plans and proposed training schedule shall be submitted to the ENGINEER for review 30 days prior to the desired instructional period. Specific requirements for furnishing the services of manufacturer's representatives are indicated under detailed Specifications. This work may be conducted in conjunction with Inspection and Testing, whenever possible, as provided under Part 3 of EXECUTION of detailed specification. Should difficulties in operation of the equipment arise due to the manufacturer's design or fabrication, additional services shall be provided at no cost to the OWNER.
- D. A certificate from the manufacturer stating that the installation of the equipment is satisfactory, that the unit has been satisfactorily tested, is ready for operation, and that the operating personnel have been suitably instructed in the operation, lubrication, and care of the unit shall be submitted to the ENGINEER.
- E. For equipment furnished under other Divisions, the CONTRACTOR, unless otherwise specified, shall furnish the services of accredited representatives of the manufacturer only when some evident malfunction or over-heating makes such services necessary.

F. Six complete sets of operation and maintenance instructions covering all equipment furnished under Divisions 11, 13, 15 and 16, shall be delivered directly to the ENGINEER.

1. The manual for each piece of equipment shall be a separate document with the following specific requirements:

a. Contents:

Table of contents and index

Brief description of each system and components

Starting and stopping procedures

Special operating instructions

Routine maintenance procedures

Manufacturer's printed operating and maintenance instructions, parts list, illustrations, and diagrams. These shall be specific to the material supplied under the Contract, and not a manufacturer general brochure.

One copy of each wiring diagram

One final accepted copy of each shop drawing and each CONTRACTOR'S coordination and layout drawing

List of spare parts, manufacturer's price, and recommended quantity

Manufacturer's name, address, and telephone number

Name, address, and telephone number of manufacturer's local representative

b. Material:

Loose leaf on 60 pound, punched paper

Holes reinforced with plastic, cloth or metal

Page size, 8-1/2 inch by 11 inch

Diagrams and illustrations, attached foldouts as required

Of original quality, reproducible by dry copy method

Covers: oil, moisture, and wear resistant 9 x 12 size

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c. Submittals to the ENGINEER:

- (1) Three preliminary copies of manuals, no later than 15 days following final review of the shop drawings for each piece of equipment and 3 final copies of complete manuals prior to Field Tests.

1.02 INSTALLATION OF EQUIPMENT

- A. Special care shall be taken to ensure proper alignment of all equipment with particular reference to the pumps, blowers and electric drives. The units shall be carefully aligned on their foundations by qualified millwrights after their sole plates have been shimmed to true alignment at the anchor bolts. The anchor bolts shall be set in place and the nuts tightened against the shims. After the foundation alignments have been reviewed by the ENGINEER, the bedplates or wing feet of the equipment shall be securely bolted in place. The alignment of equipment shall be further checked after securing to the foundations, and after conformation of all alignments, the sole plates shall be finally grouted in place. The CONTRACTOR shall be responsible for the exact alignment of equipment with associated piping, and under no circumstances, will "pipe springing" be allowed.
- B. All wedges, shims, filling pieces, keys, packing, red or white lead grout, or other materials necessary to properly align, level, and secure apparatus in place shall be furnished by the CONTRACTOR. All parts intended to be plumb or level must be proven exactly so. Any grinding necessary to bring parts to proper bearing after erection shall be done at the expense of the CONTRACTOR.

1.03 GREASE, OIL AND FUEL

- A. All grease, oil, and fuel required for testing of equipment shall be furnished with the respective equipment. The OWNER shall be furnished with a 1 year's supply of required lubricants including grease and oil of the type recommended by the manufacturer with each item of equipment supplied under Divisions 11, 13, 14, 15 and 16.
- B. All lubricants and fuels shall be properly labeled, using an indelible marker and writing on the lubricant container or drum, specifying the type and brand name of the lubricant supplied. A Master Lubrication list must be submitted to the ENGINEER for approval clearly stating which lubricants are to be used in the various pieces of plant equipment and the quantity supplied for one years' use by each unit. The Master Lubrication list shall be submitted in the following format:

MASTER LUBRICATION SCHEDULE - EXAMPLE
(for format and content example ONLY)

<u>Equipment</u>	<u>Lubricant</u>	<u>Quantity (One Years' Supply)</u>
Blower	50 weight oil, Shell XY2, or equal	6 Quarts per unit
Comminutor Drive	90 weight lubricant, Chevron Products G-66, Shell, or equal	4 Gallons per unit

1.04 TOOLS AND SPARE PARTS

- A. Any special tools (including grease guns or other lubricating devices) which may be necessary for the adjustment, operation, and maintenance of any equipment shall be furnished with the respective equipment.
- B. All spare parts shall be properly protected for long periods of storage (contained in plastic bags or cardboard containers) and labeled for easy identification without opening. The labels shall be written with an indelible marker, in the following example format:

Item: shaft sleeve

No. of units: 1

Re-order No.: ACD2614

Supplier: K&S

Supplied for: Main Aeration Blowers

1.05 MAINTENANCE AND LUBRICATION SCHEDULES

- A. The CONTRACTOR'S attention is directed to the General Conditions and Section 01300 for all requirements relative to the submission of shop drawings for the mechanical equipment. For all mechanical and electrical equipment furnished, the CONTRACTOR shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained. In addition, a maintenance and lubrication schedule for each piece of equipment shall be submitted along with shop drawings. Submission shall be in 6 copies. This schedule shall be in the form indicated below.

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TYPICAL MAINTENANCE SCHEDULE
(for format and content example ONLY)

<u>Item</u>	<u>Action</u>	<u>Frequency</u>	<u>Remarks</u>
CLARIFIERS: Equipment	Check removal of scum, washdown, if required; re-move any debris, etc.	Daily	
	Dewater, examine structure, scrape and paint all exposed metals, examine scraping shoes.	6 mos.	Scrape and clean walls of suitable repair any damage to scraping shoes.
Sludge Collector Drive Unit	Remove shear pin, clean off rust, grease and replace	6 mos.	
Overflow Weir	Check Serviceability	Daily	

TYPICAL LUBRICATION SCHEDULE
(for format and content example ONLY)

<u>Item</u>	<u>Manufacturer's Recommendations</u>	<u>Type Lubricant</u>	<u>Frequency</u>
Spur and Worm gearing	Check oil level as for oil change	See below; same	Weekly
	Change oil	75-80 NSMP Gem Oil (Winter) 80-90 NSMP Gem Oil (Summer)	6 mos.
	Flush out drives before oil change	Kendall Flushing Oil	Prior to oil change
Gear Motors*	Change oil	Kenoil 053 R&O (Winter) Kenoil 072 R&O (Summer)	2,000 hrs. or 6 mos.

*See manufacturer's instructional manual for initial operation instructions. (IMPOR-TANT)

1.06 STORAGE AND HANDLING OF EQUIPMENT

- A. Special attention shall be given to the storage and handling of equipment. As a minimum, the procedure outlined below shall be followed:
1. Equipment shall not be shipped until all pertinent shop drawings are reviewed by the ENGINEER.
 2. All equipment having moving parts such as gears, electric motors, etc., and/or instruments shall be properly stored until such time as the equipment is to be installed.
 3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
 4. Manufacturer's storage instructions shall be carefully studied by the CONTRACTOR and reviewed with the ENGINEER. These instructions shall be followed and a written record of this kept by the CONTRACTOR.
 5. Moving parts shall be rotated a minimum of once weekly to ensure proper lubrication and to avoid metal-to-metal "welding." Upon installation of the equipment, the CONTRACTOR shall start the equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
 6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment at the time of acceptance.
 7. Prior to acceptance of the equipment, the CONTRACTOR shall have the manufacturer inspect the equipment and certify in writing that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a written certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the CONTRACTOR'S expense.
- B. The OWNER reserves the right to withhold payment for any materials improperly stored and maintained.

1.07 PARTIAL UTILIZATION

- A. During the course of construction partial occupation and utilization of completed portions of the work may be required.

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- B. When deemed necessary, the OWNER or the CONTRACTOR may request use of completed work.
- C. Partial utilization shall be practiced in accordance with the Supplementary General Conditions (Section 00810).

1.08 EQUIPMENT WARRANTY

- A. The CONTRACTOR shall provide the OWNER a minimum 1 year warranty on all equipment, or a warranty of the length as is specified in the specific equipment section of the Specifications, in accordance with the General Conditions, Section 00700, Article 29. The warranty period for each item of equipment shall be a minimum of 1 year, or as specified otherwise, from the date of the OWNER'S acceptance of the equipment item.

1.09 ADJUSTMENTS AND CORRECTIONS OF EQUIPMENT AND APPURTENANCES DURING OPERATION

- A. Some items of functional nature included in this Contract cannot be tested as to performance and quality at the time of completion of their installation. They must wait for necessary testing and proper performance until such functions are possible during later portions of this Contract. Such testing, specified performance and proper instructions to the OWNER's operators (as to their maintenance and operation) is deemed a portion of this Contract, and payment shall be retained by the OWNER for equipment delivered to the site and for Work completed to cover such service. Such service replacements and performance shall take precedence over expiration of the 1 year guarantee period.
- B. The CONTRACTOR shall expedite the completion of such service by all Suppliers and Subcontractors and shall render competent supervision of such service. The CONTRACTOR shall also expedite the replacement of defective and unaccepted parts and equipment. Unnecessary delay in delivery and installation of corrective parts and equipment may constitute damage to the OWNER for which the CONTRACTOR can be held liable.

1.10 INSTALLING NEW EQUIPMENT IN EXISTING STRUCTURES

- A. Where new equipment is planned and/or specified as being installed in existing structures, the CONTRACTOR shall verify all dimensions and locations of existing facilities prior to ordering the new equipment. Existing anchor bolts shall be used when possible, and new equipment shall be fabricated to conform to the existing dimensions, shapes, and locations as required.

END OF SECTION

SECTION 02050
SELECTIVE DEMOLITION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, and incidentals required to perform all demolition and removal work as shown on the Drawings and as specified herein. All work shall be carried out in accordance with the Department of Labor regulations and per the following:
 - 1. Occupational and Health Hazards (29 CFR - Part 1910).
 - 2. Safety and Health Regulations for Construction (29 CFR - Part 1518).
 - 3. Any applicable local ordinances or codes.
- B. All materials, piping, fittings, valves and equipment resulting from the demolition shall become the property of the OWNER, unless otherwise noted on the Drawings. These materials shall be removed from the site promptly by the CONTRACTOR for the OWNER.
- C. All removal work shall be carried to the limits necessary for construction of the new work, and as specified herein.

1.02 RELATED WORK

- A. Removal and disposal of electrical, instrumentation, heating and ventilating, and plumbing work is included in Divisions 13, 15, and 16.

1.03 SUBMITTALS

A. Demolition and Removal Plan

- 1. The CONTRACTOR shall submit to the ENGINEER for his review and acceptance a plan for demolition and removal work, in accordance with the requirements of Section 01300. After the contract is awarded and prior to the commencement of the work, the CONTRACTOR shall meet with the ENGINEER and OWNER and discuss the demolition and removal plan. The plan shall include a schedule for disconnection of utility services and procedures for the careful removal and disposal of materials, coordination with other work in progress, and coordination with plant routine. Included in the plan must be a detailed description of the methods and equipment to be used for each operation and the sequence of operations.
 - a. Do not proceed with demolition until the ENGINEER has given written acceptance of the demolition plan.

- b. Obtain all demolition permits required, including any necessary transportation permits, and submit copies of these to the ENGINEER.
- B. The demolition and removal plan submitted for approval shall specifically describe in detail the proposed methods and sequences of implementation of demolition work to be performed in connection with facilities, processes, and systems or parts thereof, the operation of which cannot be interrupted. The CONTRACTOR shall provide and operate at his own expense any temporary equipment, connections, bypasses, or other means necessary to assure continuous operation of facilities, equipment, machinery, or systems, which in the opinion of the OWNER cannot be interrupted. Following the completion of work, any such temporary provisions shall be removed from the site to the satisfaction of the OWNER, unless otherwise directed.

1.04 PROTECTION

- A. Erect barriers, fences, guardrails, enclosures, chutes, and shoring to protect personnel, structures, and utilities remaining intact.
- B. Protection of Existing Work
 - 1. Existing work to remain shall be protected from damage. Work damaged by the CONTRACTOR shall be repaired to match existing work at no additional cost to the OWNER, as directed by the ENGINEER. Provide temporary support and shoring as required for existing materials until new work is installed.
- C. Protection of Utility Lines
 - 1. Existing utility lines that are indicated or the locations of which are made known to the CONTRACTOR prior to demolition work shall be protected from damage. Damaged utility lines shall be repaired as directed by the ENGINEER at no additional cost to the OWNER.
- D. Protection of Personnel
 - 1. Where the safety of personnel is endangered in the area of removal work, barricades for traffic shall be used and advance notice shall be given to the ENGINEER prior to beginning any such work.
- E. Wherever piping is removed for disposition, adjacent pipe and headers that are to remain in service shall be blanked off or plugged and then anchored in an approved manner.
- F. Use of Saw Cuts and Pneumatic Hammers
 - 1. Saw cuts shall be used wherever applicable. Pneumatic hammers shall only be used with the approval of the ENGINEER.

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G. Use of Explosives

1. Use of explosives will not be allowed for purposes of demolition.

H. Carry out all demolition work in accordance with the accepted demolition plan and applicable permit requirements.

PART 2 PRODUCTS

None this Section.

PART 3 EXECUTION

3.01 INSPECTION

- A. Verify that the use of the facilities and related equipment to be demolished has been discontinued.
- B. Do not commence work until conditions are acceptable to the ENGINEER.

3.02 PREPARATION

- A. Perform demolition in accordance with the accepted demolition plan, and applicable permit requirements.
- B. Existing Facilities to be Removed (as applicable)
 1. Structures, Walls, Doors, and Partitions: Openings made in the existing structure shall be cut to limits indicated on Drawings to maintain structural soundness and not disturb remaining structure.
 2. Piping: Remove existing piping, valves, meters, fittings, and supports as indicated on the Drawings and terminate with permanent, non-projecting plugs or seals.
 3. Equipment: Remove existing package secondary treatment unit, pump drives, etc., as shown on Drawings.
 4. Slabs: Remove concrete pads and walks and subsurface materials to limits and depths indicated on Drawings. Remove pump bases flush with floor surface.
 5. Remove structural supports, brackets, and hangers as shown on Drawings.
 6. Remove control panels, conduits, lighting fixtures, and instrumentation as indicated on Drawings.
 7. Certain equipment, items, and materials shall be removed from their present locations and either relocated or reused as shown on Drawings.

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3.03 DISPOSAL

- A. Remove demolition debris immediately from site, according to Section 00810, Supplementary General Conditions.
- B. Clean up the site in accordance with Section 00810, Supplemental General Conditions.
 - 1. Debris and Rubbish Control: Debris and rubbish shall be removed and transported in a manner that will prevent spillage on streets or adjacent areas.
 - 2. Regulations: Comply with Federal, State and local regulations regarding hauling and disposal.

END OF SECTION

SECTION 02110
SITE CLEARING AND GRUBBING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnish all labor and equipment required and perform all clearing, grubbing and stripping of topsoil complete as shown on the Drawings and as specified herein.

1.02 RELATED WORK

- A. Earth and rock work are included in Section 02200.

1.03 SUBMITTALS

None required for this Section.

PART 2 PRODUCTS

None in this Section.

PART 3 EXECUTION

3.01 GENERAL

- A. The proposed building sites, paved areas, areas designated for ditches and channel changes, borrow pits, etc., (except any portions thereof that may be reserved) shall be cleared of all trees, timber, brush, stumps, rubbish and other debris. All this material, unless otherwise specified, shall be removed and disposed of away from the site.
- B. Open burning is not allowed in Fayette County except for agricultural operations.
- C. Where clearing is to be done, stumps shall be grubbed where embankments are less than 5 feet in height, where the profile indicates excavation, in all areas designated for the construction of other facilities and in borrow areas. In all other areas the stumps may be cut off even with the ground. In areas to be grubbed, all stumps and roots must be removed.
- D. No debris will be allowed to be left under or in the embankments.
- E. In felling trees near tracks, structures and wire lines, necessary precaution must be exercised in order to prevent damage to wire lines, structures, the facilities of others or obstruct tracks.
- F. Payment for all clearing and grubbing shall be included in the lump sum bid.

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3.02 TREES

- A. Trees (3-inch caliper and larger) shall not be disturbed by construction without written permission from the OWNER, except in those areas to be cleared. Trees disturbed by construction shall be replaced by the CONTRACTOR with same size and type at no additional cost to the OWNER.

END OF SECTION

SECTION 02140

DEWATERING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnish all labor and equipment required to dewater all excavations. Dewatering of all excavations shall be the responsibility of the CONTRACTOR, and no additional compensation will be allowed for same unless specifically included as a bid item.
- B. Leaking pipes and structures are to be anticipated on this project. For this reason, no additional payment will be made for dewatering associated with leakage from any existing facility.

1.02 RELATED WORK

- A. Earthwork is included in Section 02200.
- B. Crushed stone and DGA are included in Section 02235.
- C. Erosion and sedimentation control is included in Section 02270.
- D. Foundation drainage is included in Section 02713.

1.03 SUBMITTALS

None.

PART 2 PRODUCTS

None in this Section.

PART 3 EXECUTION

1.01 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. Dewatering shall include proper removal of any and all liquid, regardless of source, from the excavation and the use of all practical means available to prevent surface runoff from entering any excavation.

END OF SECTION

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SECTION 02200
EARTH AND ROCK WORK

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Extent of earthwork is indicated on the Drawings.
 - 1. Preparation of subgrade for tanks, basins, building slabs, walks and pavements is included as part of this work.
 - 2. Engineered fill course for support of building or basin slabs is included as part of this work.
 - 3. Backfilling of tanks, basins, basements, and trenches within building lines is included as part of this work.

- B. Excavation for Mechanical/Electrical Work

- 1. Excavation and backfill required in conjunction with underground mechanical and electrical utilities, and buried mechanical and electrical appurtenances is included as work of this Section.

1.02 RELATED WORK

- A. Dewatering is included in Section 02140.
- B. Crushed Stone and DGA is included in Section 02235.
- C. Foundation Drainage is included in Section 02713.
- D. Pressure Pipe is included in Section 02610.
- E. Sewer and Drain Pipe is included in Section 02700.
- F. Sodding and Seeding is included in Section 02930.

1.03 QUALITY ASSURANCE

- A. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.
- B. Employ, at CONTRACTOR'S expense, testing laboratory acceptable to the OWNER to perform soil testing and inspection service for quality control testing during earthwork operations.

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1.04 SUBMITTALS

A. Submit following reports directly to the ENGINEER from the testing services, with copy to CONTRACTOR:

1. Test reports on borrow material.
2. Verification of each footing subgrade.
3. Field density test reports.
4. One optimum moisture-maximum density curve for each type of soil encountered.
5. Report of actual unconfined compressive strength and/or results of bearing tests on each strata tested.

1.05 JOB CONDITIONS

A. Site Information

1. Data on indicated subsurface conditions are not intended as representations or warranties of accuracy or continuity between soil borings. It is expressly understood that OWNER will not be responsible for interpretation or conclusions drawn therefrom by CONTRACTOR. Data are made available for convenience of CONTRACTOR.
2. Additional test borings and other exploratory operations may be made by CONTRACTOR at no cost to OWNER.

B. Existing Utilities

Prior to commencement of work, the CONTRACTOR shall locate existing underground utilities in areas of the work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.

C. Use of Explosives

1. The CONTRACTOR (or any of his subcontractors) shall not bring explosives onto site or use in work without prior written permission from the OWNER. All activities involving explosives shall be in compliance with the rules and regulations of the Kentucky Department of Mines and Minerals, Division of Explosives and Blasting. CONTRACTOR is solely responsible for handling, storage, and use of explosive materials when their use is permitted.
2. In all blasting operations, the maximum peak particle velocity of the ground motion in any direction shall not exceed 2 inches per second at the immediate location of any dwelling house, public building, school, church, commercial or institutional building and the particle velocity at such location immediately after a period of 1 second following the peak particle velocity produced by any charge shall not exceed ½ inch per second.

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D. Protection of Persons and Property

1. Barricade open excavations occurring as part of this work and post with warning lights.
2. Operate warning lights as recommended by authorities having jurisdiction.
3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2 PRODUCTS

2.01 SOIL MATERIALS

A. Definitions

1. Satisfactory soil materials are defined as those complying with ASTM D2487-85 soil classification groups GW, GP, GM, SM, SW, SP, GC, SC, ML, and CL.
2. Unsatisfactory soil materials are defined as those complying with ASTM D2487-85 soil classification groups MH, CH, OL, OH and PT.
3. Subbase material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, natural or crushed sand.
4. Drainage fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, with 100 percent passing a 1-1/2 inch sieve and not more than 5 percent passing a No. 4 sieve.
5. Backfill and fill materials: Satisfactory soil materials free of debris, waste, frozen materials, vegetable, and other deleterious matter.
6. Engineered fill: (Refer to this Section, paragraph 3.07.)

PART 3 EXECUTION

3.01 STRIPPING AND TOPSOILING

- A. Before excavation and grading is commenced for buildings, structures or other work described hereinafter (except pipelines and manholes) or before material is removed from borrow pits, the material meeting the topsoil specification in Section 02930 of these Specifications shall be removed from the areas affected and stockpiled.
- B. When final grading is accomplished, particularly around buildings and other structures, the topsoil shall be spread evenly over the excavated area. Rough grading above excavated areas shall have been carried approximately 6 inches

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below finished grade (except solid rock, where it shall be carried 12 inches below finished grade) and brought back up to grade with topsoil as set out herein.

3.02 EXCAVATION

A. Excavation includes excavation to subgrade elevations indicated including excavation of earth, rock, bricks, wood, cinders, and other debris. All excavation of materials in the lump sum portion of the work will be unclassified and no additional payment will be made regardless of type material encountered.

B. Differing Site Conditions

1. Refer to Section 00700, paragraph 17.

C. Excavation Classifications

1. The following classifications of excavation will be made when unanticipated material is encountered in work:

a. Earth excavation includes excavation of pavements and other obstructions visible on ground surface; underground structures, utilities, and other items indicated to be demolished and removed; together with earth and other materials encountered that are not classified as rock or unauthorized excavation.

b. Rock excavation in trenches and pits includes removal and disposal of materials and obstructions encountered which cannot be excavated with a 1.0 cubic yard (heaped) capacity, 42 inch wide bucket on track-mounted power excavator equivalent to Caterpillar Model 215, rated at not less than 90 Hp flywheel power and 30,000 pound drawbar pull. Trenches in excess of 10 feet in width and pits in excess of 30 feet in either length or width are classified as open excavation.

c. Rock excavation in open excavation includes removal and disposal of materials and obstructions encountered which cannot be dislodged and excavated with modern track-mounted, heavy-duty excavating equipment without drilling, blasting, or ripping. Rock excavation equipment is defined as Caterpillar Model 973 or No. 977K, or equivalent track-mounted loader, rated at not less than 170 Hp flywheel power and developing 40,000 pound break-out force (measured in accordance with SAE J732C).

(1) Typical of materials classified as rock are boulders $\frac{1}{2}$ cubic yard or more in volume, solid rock, rock in ledges and hard cementitious aggregate deposits. Rock material encountered will be classified as rock excavation.

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- (2) Intermittent drilling, blasting, or ripping performed to increase production and not necessary to permit excavation of material encountered will be classified as earth excavation.

D. Unauthorized excavation consists of removal of materials beyond subgrade elevations or dimensions without specific direction of ENGINEER. Unauthorized excavation, as well as remedial work directed by ENGINEER, shall be at CONTRACTOR's expense.

1. Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to the ENGINEER.
2. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classification.

E. Additional Excavation

1. When excavation has reached required subgrade elevations, notify the ENGINEER who will make an inspection of conditions.
 - a. If unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed in writing by the ENGINEER.
 - b. Removal of unsuitable material and its replacement as directed will be paid on basis of Contract conditions relative to changes in work.

F. Stability of Excavations

1. Slope sides of excavations to comply with codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.
2. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

G. Shoring and Bracing

1. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross-braces, in good serviceable condition.
2. Establish requirements for trench shoring and bracing to comply with codes and authorities having jurisdiction.

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3. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.

4. Provide permanent steel sheet piling or pressure creosoted timber sheet piling wherever subsequent removal of sheet piling might permit lateral movement of soil under adjacent structures. Cut off tops as required and leave permanently in place. In the event the OWNER directs the CONTRACTOR to leave shoring materials in place, the OWNER will reimburse the CONTRACTOR for the reasonable cost of leaving such materials in place.

H. Dewatering

1. Refer to Section 02140 for dewatering requirements.

I. Material Storage

1. Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade, and shape stockpiles for proper drainage.

2. Dispose of excess soil material and waste materials as herein specified.

J. Excavation for Structures

1. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction, and for inspection.

2. In excavating for footings and foundations, take care not to disturb bottom of excavation. All loose material shall be removed from the excavation just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive other work.

K. Excavation for Pavements

1. Cut surface under pavements to comply with cross-sections, elevations, and grades as shown.

L. Trench Excavation

1. The CONTRACTOR shall include in his lump sum bid all trenching and backfill necessary for installation of all pipelines as planned and specified unless specific unit prices are set up for specific pipeline. Trenching shall include clearing and grubbing of all trash, weeds, briars, trees and stumps encountered in the trenching. The CONTRACTOR shall dispose of such material at no extra cost to the OWNER. Shrubs shall be removed, maintained and replanted in the same or adjacent location. Trenching also includes such items as railroad, street, road, sidewalk, pipe, and

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- small creek crossings; cutting, moving or repairing damage to fences, posts, gates, and other surface structures regardless of whether shown on the Drawings.
2. All existing facilities shall be protected from danger or damage while pipelines are being constructed and backfilled, and from damage due to settlement of the backfill.
 3. In the event any existing structure is damaged, repair and restoration shall be made at once and backfill shall not be replaced until this is done. Restoration and repair shall be such that the damaged structure is equal to or better than its original condition and can serve its purpose as completely as before. All such restoration and repair shall be done without extra cost to the OWNER.
 4. Trenches must be dug to lines and grades shown on the Drawings. Hand trenching may be required in areas where machine trenching would result in undue damage to existing structures and facilities.
 5. Excavation shall be open trenches, except where otherwise shown on the Drawings, for tunneling, boring, or jacking under structures, railroad, sidewalks and roads.
 6. Sheeting and shoring of trenches shall be provided at the expense of the CONTRACTOR where necessary to protect life, property and the new or existing structures from damage or to maintain maximum permissible trench widths at top of pipe. All necessary materials, including, but not limited to, sheeting, sheet piling, trench jacks, braces, shores and stringers, shall be used to hold trench walls. Sheeting and shoring may be withdrawn as the trenches are being backfilled, after backfill has been tamped over top of the pipe at least 18 inches. If removal before backfill is completed to surface endangers adjacent structures, such as buildings, pipelines, street paving, and sidewalks, then the sheeting and shoring shall be left in place until such danger has passed, and then pulled if practical. Voids caused by sheeting withdrawal shall be backfilled and tamped. If not withdrawn, sheeting shall be cut off at least 18 inches below final surface grade, so there is no obstruction at the ground level. In the event the OWNER directs the CONTRACTOR to leave shoring materials in place, the OWNER will reimburse the CONTRACTOR for the reasonable cost of leaving such materials in place.
 7. Where subgrade of trench has insufficient stability to support the pipeline and hold it to its original grade, the ENGINEER may order stabilization by various means. Exclusive of dewatering normally required for construction, and instability caused by neglect of the CONTRACTOR, the necessary stabilization shall be paid for at unit prices established in the Contract. In the event no particular bid price is applicable, then the payment for stabilization will be negotiated.

8. The location of the pipelines and their appurtenances as shown are those intended for the final construction. However, conditions may present themselves before construction on any line is started that would indicate desirable changes in location. The OWNER reserves the right to make reasonable changes in line and structure locations without extra cost, except as may be determined by extra units of materials and construction actually involved. The OWNER is under no obligation to locate pipelines, so they may be excavated by machine.
9. Tunneling may be used at the CONTRACTOR'S option as an alternate to open-cut trenching, at no extra cost to the OWNER. The annular space between plates and excavation shall be either permanently placed pea gravel or sand, pumped grout (3 parts sand and 1 part Portland cement by volume) or other suitably installed material approved by the ENGINEER. Backfilling shall be kept close to the heading and completed after each day's work. Where grout is used for backfill, injection holes with threaded plugs shall be provided in liner plates at various levels and in sufficient number to effectively grout the void around the tunnel. A minimum of 3 grout holes shall be provided in each 8 feet of tunnel length. Grout shall be injected in the lower holes first, proceeding upward as the void is filled. Plugs shall be installed after each hole is filled and grout stops shall be provided behind plates as necessary to ensure complete filling of the void. In tunneling under buildings, the CONTRACTOR will be responsible for all damage resulting from his operations and methods of excavation and backfilling. Boring may also be used at the CONTRACTOR'S option as an alternate to tunneling or open-cut trenching, at no extra cost to the OWNER.
10. Dig trenches to the uniform width required for the particular item to be installed, sufficiently wide to provide ample working room. Provide 6 inch to 9 inch clearance on both sides of pipe or conduit.
 - a. Excavate trenches to depth indicated or required. Carry depth of trenches for piping to establish indicated flow lines and invert elevations. Keep bottoms of trenches sufficiently below finish grade to avoid freeze-ups.
 - b. Where rock is encountered, carry excavation 6 inches below required elevation and backfill with a 6-inch layer of crushed stone or gravel prior to installation of pipe.
 - c. For pipes or conduit 4 inches or smaller in nominal size, excavate to subbase depth indicated or, if not otherwise indicated, to 4 inches below bottom of work to be supported.
 - d. For pipes or conduit 6 inches or larger in nominal size, tanks, and other mechanical/electrical work indicated to receive subbase, excavate to subbase depth indicated or, if not otherwise indicated, to 6 inches below bottom of work to be supported.

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- e. Except as otherwise indicated, excavation for exterior water-bearing piping (water, steam, condensate, drainage) so top of piping is no less than 2 feet 6 inches below finish grade.
- f. Grade bottoms of trenches as indicated, notching under pipe bells to provide solid bearing for entire body of pipe.
- g. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and which are carried below bottom of such footings, or which pass under wall footings. Place concrete to level of bottom of adjacent footing.
- h. Do not backfill trenches until tests and inspections have been made and backfilling authorized by the ENGINEER. Use care in backfilling to avoid damage or displacement of pipe systems.
- i. For piping or conduit less than 2 feet 6 inches below surface of roadways, furnish and install steel casing pipe, minimum wall thickness of 1/4", of sufficient diameter to carry the pipe or conduit to at least 2 feet beyond outside edge of pavement.

M. Cold Weather Protection

- 1. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees Fahrenheit (1 degree Celsius).

3.03 COMPACTION

A. General

- 1. Control soil compaction during construction providing minimum percentage of density specified for each area classification indicated below:
 - a. Percentage of maximum density requirements: Compact soil to not less than the following percentages of maximum density for soils which exhibit a well-defined moisture density relationship (cohesive soils) determined in accordance with ASTM D698; and not less than the following percentages of relative density, determined in accordance with ASTM D4253 and D4254, for soils which will not exhibit a well-defined moisture-density relationship (cohesionless soils).
 - b. Structures, building slabs and steps, pavements: Compact top 12 inches of subgrade and each layer of backfill or fill material at 95 percent standard proctor density at +2 percent to -2 percent optimum moisture content.
 - c. Lawn or unpaved areas: Compact top 6 inches of subgrade and each layer of backfill or fill material at 90 percent standard proctor density.

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- d. Walkways: Compact top 6 inches of subgrade and each layer of backfill or fill material at 95 percent standard proctor density at +2 percent to -2 percent optimum moisture content.

B. Moisture Control

1. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface or subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.
2. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
3. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.

3.04 BACKFILL AND FILL

A. General

1. Place acceptable soil material in layers to required subgrade elevations, for each area classification listed below. Backfill material shall be no larger than the specified depth of the layer to be placed and/or compacted.
 - a. In excavations, use satisfactory excavated or borrow material.
 - b. Under grassed areas, use satisfactory excavated or borrow material.
 - c. Under walks and pavements, use subbase material, or satisfactory excavated or borrow material, or combination of both.
 - d. Under steps, use subbase material.
 - e. Under building slabs, use subbase material for a minimum depth of 6 inches.

B. Backfill excavations as promptly as work permits, but not until completion of the following:

1. Acceptance of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
2. Inspection, testing, approval, and recording locations of underground utilities.

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3. Removal of concrete formwork.
4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities, or leave in place if required.
5. Removal of trash and debris.
6. Permanent or temporary horizontal bracing is in place on horizontally supported walls.

C. Ground Surface Preparation

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.
2. When existing ground surface has a density less than that specified under "Compaction" for particular area classification, break up ground surface, pulverize, moisture condition to optimum moisture content, and compact to required depth and percentage of maximum density.

D. Placement and Compaction

1. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers. Crushed stone shall be installed in accordance with Section 02235.
2. Before compaction, add moisture or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
3. Place backfill and fill materials evenly adjacent to structures, piping, or conduit to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping, or conduit to approximately same elevation in each lift.

E. Backfilling Trenches

1. Refer to Section 02610 or Section 02700 as appropriate for trench backfill requirements.

3.05 GRADING

A. General

1. Uniformly grade areas within limits of grading under this Section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.

B. Grading Outside Building Lines

1. All materials used for backfill around structures shall be of a quality acceptable to the ENGINEER and shall be free from large or frozen lumps, wood and other extraneous material. All spaces excavated and not occupied by footings, foundations, walls or other permanent work shall be refilled with earth up to the surface of the surrounding ground, unless otherwise specified, with sufficient allowance for settlement.
2. In making the fills and terraces around the structures, the fill shall be placed in layers not exceeding 12 inches in depth and shall be kept smooth as the work progresses. Each layer of the fill shall be rolled with an approved type roller and/or be compacted. When it is not practicable to compact sections of the fill immediately adjacent to buildings or structures by rolling, then such sections shall be thoroughly compacted by means of mechanical tamping or hand tamping as may be required by the conditions encountered.
3. All fills shall be placed so as to load structures symmetrically.
4. As set out hereinbefore, rough grading shall be held below finished grade and then the topsoil which has been stockpiled shall be evenly spread over the surface. The grading shall be brought to the levels shown on the Drawings or to the elevations established by the ENGINEER. Final dressing shall be accomplished by hand work or machine work, or a combination of these methods as may be necessary to produce a uniform and smooth finish to all parts of the regrade. The surface shall be free from clods greater than 2 inches in diameter. Excavated rock may be placed in the fills, but it shall be thoroughly covered. Rock placed in fills shall not be closer than 12 inches from finished grade.
5. Grade areas adjacent to building lines to drain away from structures and to prevent ponding.
 - a. Finish surfaces to be free from irregular surface changes, and as follows:

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- (1) Lawn or unpaved areas: Finish areas to receive topsoil to within not more than 0.10 feet above or below required subgrade elevations.
- (2) Walks: Shape surface of areas under walks to line, grade, and cross-section, with finish surface not more than 0.0 inch above or 1.0 inch below required subgrade elevation.
- (3) Pavements: Shape surface of areas under pavement to line, grade, and cross-section, with finish surface not more than 0.0 inch above or 1 inch below required subgrade elevation.

C. Grading Surface of Fill Under Building Slabs

1. Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 0.0 inch above or 1 inch below required subgrade elevation when tested with a 10 foot straightedge.

D. Compaction

1. After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or standard proctor density for each area classification.

3.06 PAVEMENT SUBBASE COURSE

A. General

1. Subbase course consists of placing subbase material, in layers of specified thickness, over subgrade surface to support a pavement base course.

B. Grade Control

1. During construction, maintain lines and grades including crown and cross-slope of subbase course.

C. Shoulders

1. Place shoulders along edges of subbase course to prevent lateral movement. Construct shoulders of acceptable soil materials, placed in such quantity to compact to thickness of each subbase course layer. Compact and roll at least a 12 inch width of shoulder simultaneously with compacting and rolling of each layer of subbase course.

D. Placing

1. Place subbase course material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting subbase material during placement operations.
2. When a compacted subbase course is shown to be 6 inches thick or less, place material in a single layer. When shown to be more than 6 inches thick, place material in equal layers, except no single layer more than 6 inches or less than 3 inches in thickness when compacted.

3.07 BUILDING SLAB ENGINEERED FILL COURSE

A. General

1. Engineered fill course consists of placement of crushed stone of size and type shown on Drawings, in layers of indicated thickness, over subgrade surface to support concrete building slabs.

B. Placing

1. Place fill material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting material during placement operations.
2. When a compacted course is shown to be 6 inches or less, place material in a single layer. When shown to be more than 6 inches thick, place material in equal layers, except no single layer shall be more than 6 inches or less than 3 inches in thickness when compacted.

3.08 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction

1. Allow testing service to inspect and report to the ENGINEER on findings and approve subgrades and fill layers before further construction work is performed. A minimum of 3 tests per layer shall be performed on compacted soil fill. The placement of rock for the purpose of structure fill shall be observed and approved by testing service.
2. Perform field density tests in accordance with ASTM D1556 (sand cone method), ASTM D2167-84 (rubber balloon method), or ASTM D2992-87 (nuclear density method), as applicable.
3. Footing subgrade: For each strata of soil on which footings will be placed, conduct at least one test to verify required design bearing capacities. Subsequent verification and approval of each footing subgrade may be based on a visual comparison of each subgrade with related tested strata, when acceptable to ENGINEER.

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4. Paved areas and building slab subgrade: Make at least one field density test of subgrade for every 2,000 square feet of paved area or building slab, but in no case less than 3 tests. In each compacted fill layer, make one field density test for every 2,000 square feet of overlaying building slab or paved area, but in no case less than three tests.
 5. Foundation wall backfill: Take at least 2 field density tests, at locations and elevations as directed.
- B. If in opinion of the ENGINEER, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional cost to the OWNER.

3.09 MAINTENANCE

A. Protection of Graded Areas

1. Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

B. Reconditioning Compacted Areas

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.

C. Settling

1. Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.10 DISPOSAL OF EXCESS NON-ORGANIC SOIL AND ROCK

A. General

1. The OWNER'S property as designated on the Drawings and/or specified herein shall be used for disposal of all acceptable excess excavated material, including acceptable demolition materials. The CONTRACTOR shall place and compact all acceptable excess excavated and/or demolition material at this location, with the cost of hauling, placing, compacting and covering, included in the CONTRACTOR'S lump sum bid.

B. Material Classification and Description

1. Acceptable fill material shall consist of all excess non-organic soil and rock available at the site. The non-organic soil and rock may be composed of earth, shale, limestone, weathered rock, waste crushed aggregate or other approved materials. Excess non-organic soil and rock shall contain no particle whose largest dimension exceeds 12 inches.

C. Foundation Preparation

1. The CONTRACTOR shall proof roll the fill area a minimum of 2 passes. Any soft spots found shall be removed prior to fill placement.

D. Placement

1. The distribution and gradation of material throughout the fill shall be such that the fill will be free from lenses, pockets, streaks or layers of material differing substantially in texture or gradation from the surrounding material. The combined excavation and placing operations shall be such that the materials when compacted in fill will be blended sufficiently to secure the best practicable degree of compaction and stability. Successive loads of material shall be placed on the fill so as to produce the best practicable distribution of the material.
2. The material shall not be dumped into final position but shall be distributed by blading or dozing in a manner that will ensure proper placement in the embankment so that voids, pockets and bridging will not occur.
3. No fills shall be placed upon a frozen surface, nor shall snow, ice or frozen materials be incorporated in the fill.

E. Spreading and Compacting

1. The material shall be spread in uncompacted lifts 12 to 16 inches in thickness, depending on the amount of earth, over the entire length and width of the specified area. The material shall then be compacted by a minimum of 6 passes of a smooth drum vibratory roller. The roller shall have a total static weight of not less than 20,000 pounds. The diameter of the drum shall be between 5.0 and 5.5 feet and the width between 6.0 and 6.5 feet. The frequency of vibration during operation shall be between 1,200 and 1,500 vibrations per minute and the dynamic force at 1,400 vibrations per minute shall not be less than 16,000 pounds. Rollers shall be operated at speeds not to exceed 1.5 miles per hour.

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F. Earth Cover

1. The surface of the waste area shall be covered with a minimum of 12 inches of material suitable for growing grass, trees, shrubs, etc., and shall be relatively free of rocks and other debris, satisfactory to the OWNER. The material shall be placed and spread in accordance with this Specification.

END OF SECTION

SECTION 02235

CRUSHED STONE AND DENSE GRADED AGGREGATE (DGA)

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish and install crushed stone aggregates and DGA as indicated on the Drawings and/or required in the Specifications for such uses as surfaces and/or bases of roads, parking areas and walkways; temporary and permanent traffic bound surfacing over trenches; permanent traffic bound roadway surface maintenance; replacement of unsuitable material; and other miscellaneous applications required in the work.
- B. Various sizes, types and quality of crushed stone aggregates are specified in this Section depending on applicability which may be specified in detail in other sections of these Specifications.
- C. The ENGINEER may require the use of crushed stone aggregates for purposes other than those specified in this or other Specification sections if such use is advisable in his opinion. Payment for crushed stone aggregate shall be by negotiation unless agreed pricing has been previously established.

1.02 RELATED WORK

- A. Dewatering is included in Section 02140.
- B. Earthwork is included in Section 02200.

1.03 SUBMITTALS

- A. Testing Service shall submit required test reports directly to the ENGINEER with copy to CONTRACTOR.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Crushed stone aggregate shall meet the applicable requirements for the intended use in accordance with Section 805 of the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction.
- B. Unless otherwise referred to on the Drawings or in these Specifications, crushed stone aggregate shall be graded size No. 57 according to the table below.
- C. When referred to on the Drawings or in these Specifications, dense graded aggregate (DGA) shall have a sand equivalent value of not less than 25 and shall be graded according to the table below.

D. Coarse aggregate gradations referred to by number size on the Drawings or in these Specifications shall conform to the following table (as copied from the above Kentucky Transportation Cabinet Specifications, Table 805.07, 1994 Edition):

TABLE I - SIZES OF COARSE AGGREGATES - KENTUCKY

Size	Max. Size Square Openings (1)	AMOUNTS FINER THAN EACH LABORATORY SIEVE (SQUARE OPENINGS) PERCENTAGE BY WEIGHT																	
		100 (4)	90 (3 1/2)	75 (3)	63 (2 1/2)	50 (2)	37.5 (1-1/2)	25 (1)	19 (3/4)	12.5 (1/2)	9.5 (3/8)	4.75 (No. 4)	2.36 (No. 8)	2 (No. 10)	1.18 (No. 16)	600 (3) (No. 30)	425 (3) (No. 40)	150(3) (No. 100)	75 (3) (No. 200)
1	90 (3 1/2)	100	90-100		25-60		0-15		0-5										
2	63 (2 1/2)			100	90-100	35-70	0-15		0-5										
23	63 (2 1/2)			100		40-90		0-15		0-5									
3	50 (2)				100	90-100	35-70	0-15		0-5									
357	50 (2)				100	95-100		35-70		10-30		0-5							
4	37.5 (1-1/2)					100	90-100	20-55		0-15		0-5							
467	37.5 (1-1/2)					100	95-100		35-70		10-30	0-5							
5	25 (1)						100	90-100	20-55	0-10	0-5								
57	25 (1)						100	95-100		25-60		0-10	0-5						
610	25 (1)						100	85-100		40-75		15-40							
67	19 (3/4)							100	90-100		20-55	0-10	0-5						
68	19 (3/4)							100	90-100		30-65	5-25	0-10		0-5				
710	19 (3/4)							100	80-100		30-75	0-30							
78	12.5 (1/2)								100	90-100	40-75	5-25	0-10		0-5				
8	9.5 (3/8)									100	85-100	10-30	0-10		0-5				
9-M	9.5 (3/8)									100	75-100	0-25	0-5						
10	4.75 (No. 4)										100	85-100						10-30	
11	4.75 (No. 4)										100	40-90	10-40					0-5	
DGA(2)	19 (3/4)							100	70-100		50-80	30-65			10-40				2-10
GRAVEL BASE(2)	37.5 (1-1/2)					100						25-65				6-30	5-20		
CSB(2)	50 (2)				100		90-100		60-95		30-70	15-55			5-20				0-8

(1) Nominal size in mm (inches), unless otherwise shown

(2) Gradation performed by wet sieve KM 64-420

(3) micrometers

E. Testing

1. Unless otherwise required in this Section, the ENGINEER shall determine the tests required for crushed stone aggregates according to Section 805. The CONTRACTOR shall be responsible, initially and periodically at no cost to the OWNER, to deliver materials proposed for use or being used in the work to a testing laboratory selected by the OWNER. This provision shall apply to any other aggregate tests required in this Section.
2. The OWNER shall be responsible to pay the laboratory testing costs. However, once a material has been tested and accepted for use, the CONTRACTOR shall be responsible throughout the job to use materials which are equal in all respects and from the same source as that accepted material delivered to the testing laboratory.
3. The CONTRACTOR shall pay for additional tests ordered by the ENGINEER after acceptance of tested materials when such tests show the quality of materials has become deficient or when the CONTRACTOR requests a change of material supplier and/or source.

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4. The ENGINEER shall request tests on Form HKB DE-16 "Requisition for Material and Design Mix Tests."

PART 3 EXECUTION

3.01 INSTALLATION

A. Compacted Crushed Stone Aggregate

1. Crushed stone shall be placed in uniform layers not greater than 6 inches deep and shaped by power equipment to required lines, grades, cross connections, and depths. No minimum compacted density, method of compaction, or compaction equipment is required since a nominal amount of compaction effort with vibration can establish the desired intergranular locking of the aggregate under controlled placement depth. Acceptable compaction can be achieved with pneumatic-tired and tracked equipment and rollers.
2. All compaction operations shall be performed to the satisfaction of the ENGINEER.
3. Crushed stone shall be placed in those areas as shown on the Drawings and as may be directed by the ENGINEER.

B. Compacted Dense Graded Aggregate (DGA)

1. Dense graded aggregate shall be plant mixed with water, transported in such a manner as to deliver the mix to the project without loss or segregation, spread, and compacted to produce a density throughout not less than 84 percent of solid volume. Minimum dry density for compacted limestone DGA shall be 139 pounds per cubic foot when S.G. of limestone is 2.65.
2. Density tests shall be required in such number as determined by the ENGINEER. Density tests shall be made by the sand cone method or by nuclear gauges. The CONTRACTOR shall furnish all necessary labor, equipment and materials for making the density tests under observations of the ENGINEER.
3. In the event compacted material does not meet the required density of an area, the CONTRACTOR shall either continue compaction efforts or rework the entire area until the required density is obtained. If material has to be removed and reworked, the ENGINEER shall determine if removed material can be remixed and used again for fill.
4. All compacted DGA fill shall be included in the CONTRACTOR'S lump sum bid unless otherwise indicated on the Drawings.

END OF SECTION

SECTION 02700
SEWER AND DRAIN PIPE

PART 1 GENERAL

1.01 SUMMARY

- A. All pipe and accessories supplied for use on this project shall be as specified herein.
- B. All pipe supplied for this Project shall be of the pipe material called for on the Drawings.

1.02 REFERENCES

- A. Where referenced specifications (ASTM, AWWA, etc.), are mentioned, these standards are deemed to be the minimum standard of quality of materials or methods to apply to this project.

1.03 SUBMITTALS

- A. Copies of the manufacturer's directions for handling and installing the particular pipe supplied and accepted by the ENGINEER shall be furnished to the ENGINEER at the first delivery of pipe to the project in numbers that will permit the ENGINEER to retain three copies.
- B. The manufacturer's instructions shall be strictly followed unless a conflict exists between the manufacturer's instructions and those contained herein. In such cases, the ENGINEER shall determine which methods are to be followed and no pipe shall be installed until the CONTRACTOR has received written instruction from the ENGINEER as to which procedure to follow.

1.04 QUALITY ASSURANCE

- A. Where pipe enters manholes, the pipe manufacturer shall certify that their pipe is compatible with the watertight, flexible seal to be used at manhole openings as specified in Section 03480 of these Specifications, and that their combined use will produce a flexible watertight installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. All pipe, fittings and jointing materials shall be of one manufacturer unless different types are shown on the Drawings or otherwise accepted by the ENGINEER.

2.02 MATERIALS - SEWER AND DRAIN PIPE

A. Sewer Transition Joints

1. Where sewer pipes of different materials are to be joined, i.e., VC pipe to DI pipe, VC pipe to PVC pipe, or some other combination, an adapter made for this purpose shall be used. The adapter shall be made of polyurethane or polyvinyl chloride with stainless steel clamps and shall be equal to Can-Tex C-T Adapter, Can-Tex Industries, Cannelton, Indiana or Fernco Adapter by Fernco Joint Sealer Company, Ferndale, Michigan.

B. PVC (Polyvinyl-Chloride) Sewer Pipe

1. Pipe

- a. PVC pipe 4 inch through 15 inch diameter supplied for use on this project shall be Type PSM Polyvinyl Chloride (PVC) Sewer Pipe as specified per ASTM D 3034. PVC pipe 18 inch through 27 inch diameter shall be as specified in ASTM F 679.
- b. The pipe shall be made of PVC plastic having a cell classification of 12454 as defined in ASTM D 1784. Compounds having different cell classifications due to one or more properties being superior to those of the specified compound are acceptable. Clean rework material, generated from the pipe manufacturer's pipe or fittings production may be used by the same manufacturer provided the reworked products meets the requirements stated herein.
- c. The pipe shall be homogeneous throughout, free of cracks, holes, foreign inclusions or other injurious defects. The pipe shall be uniform in color, wall thickness, density and other physical properties. The maximum laying length for all PVC pipe supplied shall be $13.0 \pm$ feet. Wall thickness shall be SDR-35 per ASTM D 3034 or ASTM F 679. Marking and identification of pipe shall be per ASTM D 3034 or ASTM F 679 as applicable.
- d. The maximum laying length for all PVC pipe supplied shall be $13.0 \pm$ feet.
- e. PVC pipe for use on interior piping shall meet the general specification for exterior piping with the socket dimensions conforming to Table 4 of ASTM D 3034.

2. Fittings

- a. PVC fittings supplied for use on this project shall meet all the physical and quality requirements as hereinbefore specified for PVC pipe.
- b. Where 90° bends are used, they shall be the long radius type.

- c. PVC fittings for 4 inch through 15 inch diameter pipe shall meet the dimensional requirements of the tables as shown in ASTM D 3034 except that saddle type wyes or tee branches shall not be allowed for use on new sewer mains. Where 90° bends are used, they shall be the long radius type. PVC fittings for 15 inch through 27 inch diameter pipe shall conform to the requirements of ASTM F 679.

3. Joints - Exterior Piping

- a. Joints for PVC pipe and fittings for sewer mains and exterior plant gravity sewers shall be of the "Push-On Type" composed of an elastomeric ring gasket compressed in the annular space between a bell end or socket and spigot end of the pipe.
- b. All surfaces of the bell, socket or spigot end of the pipe against which the ring gasket may bear shall be smooth, free of cracks or other imperfections that could adversely affect the sealing capacity of the joint.
- c. Lubricant for use in assembling joints shall be supplied with the pipe or be of the specific manufacturer as recommended by the pipe manufacturer for use with the specific pipe supplied. The lubricant shall not cause deterioration of either the elastomeric ring gasket or pipe material.
- d. Where PVC pipe and fittings are connected to piping of other materials, the manufacturer's standard adapters or transition pieces shall be used. Should manufacturer not produce an adapter for a specific pipe of other material, the adapters or transition fittings as specified in this section of these Specifications shall be used.

4. Joints - Interior Piping

- a. Joints for PVC pipe and fittings for interior piping systems shall be the solvent weld type.
- b. The solvent cement for use with PVC pipe and fittings shall be as specified in ASTM D 2564. The cement shall be provided with the pipe by the pipe manufacturer or be of a specific brand as recommended by the manufacturer of the pipe unless otherwise accepted by the ENGINEER.

C. Ductile Iron Sewer Pipe

1. Pipe

a. This specification covers 4 to 64 inch ductile iron gravity sewer pipe designated "DI" on the Drawings. Pipe furnished under this Specification shall comply with all provisions of ANSI/ASTM A 746. Maximum design thickness shall be based on depth of cover, trench loadings and other conditions per ANSI/AWWA C150/A21.50.

b. Metal Design Strength psi (Minimum)

Tensile Strength	60,000
Yield Strength	42,000
Percent Elongation	10

c. The net weight, class or nominal thickness, and casting period shall be shown on each pipe. The manufacturer's mark, the year in which the pipe was produced, and the letters "DI" or "DUCTILE" shall be cast or stamped on the pipe.

2. Fittings

a. Fittings for ductile iron sewer pipe shall be mechanical joint or rubber ring slip joint fittings.

b. Ductile iron mechanical and rubber ring slip fittings shall conform to ANSI/AWWA C110/A21.10 for gray iron and ductile iron fittings. Mechanical joints and rubber slip ring joints shall also conform in all respects to ANSI/AWWA C111/A21.11 and ANSI/AWWA C 153.

c. All fittings shall be manufactured for the size and pressure class of the pipeline in which they are to be used. All fittings shall be furnished complete with all joint accessories.

3. Joints

a. General

(1) Pipe joints shall be mechanical joint, rubber ring slip joint or restrained joint as shown on the Drawings.

(2) All items used for jointing pipe shall be furnished with the pipe. The joints shall be made with tools and lubricant in strict conformity with the manufacturer's instructions. Copies of the instructions shall be delivered to the ENGINEER at start of construction in sufficient numbers that will permit the ENGINEER to retain 3 copies.

b. Mechanical Joints

- (1) Mechanical joints are to be furnished according to ANSI/AWWA C111/A21.11-95. All pipe joints must be furnished complete with all accessories. Mechanical joint bolts and nuts shall be of alloy cast iron or alloy steel (Corten type such as U.S. Alloy) or equal. Rubber gaskets shall be made of plain first grade rubber, free of imperfections and porosity. Hardness shall be 70 to 75 durometer.

c. Rubber Ring Slip Joint (Push On)

- (1) Rubber ring slip joint shall be equal to ANSI/AWWA C111/A21.11-95. The joints shall be of the following materials and assembled in the sequence outlined below:
 - (a) Rubber ring gasket compressed in groove in bell of pipe.
 - (b) Beveled spigot end of pipe for initial centering into rubber gasket in bell.

d. Restrained Joints

- (1) For Pipe
 - (a) Restrained joint for push-on type bell with rubber O-ring shall meet the applicable requirements of ANSI/AWWA C111/A21.11. The bell/spigot configuration for the restrained joint shall be such that restraint shall be provided for the joint based on a sustained pressure equal to the pressure class of the pipe without separation.
 - (b) The restrained joint shall allow the same deflection as standard push-on joint pipe.
 - (c) Where field welding is required for restrained field cut pipe, the welder shall be properly instructed in the methods and materials for use on ductile iron pipe by the manufacturer, on site.
- (2) For Fittings
 - (a) Where restrained joint fittings are called for, the bell configuration for the fitting shall be the same as for the pipe.

- (b) Where fittings with restrained joint bell configurations are not available, restraint materials for use with mechanical joint bell configurations shall be as follows:
 - (i) Connect mechanical joint bell assemblies with stainless steel, all thread rods.
 - (ii) Install restraint glands on each side of the fitting. The restraining glands shall be "Meg-A-Lug," as manufactured by EBAA Iron sales, Inc. of Eastland, Texas; "Grip Ring," as manufactured by Romac Industries, Inc. of Seattle, Washington; or equal.

4. Coating and Linings

- a. All ductile iron pipe and fittings for gravity sewer service shall be bituminous coated outside in accordance with ANSI/AWWA C151/A21.51 for pipe and ANSI/AWWA C110/A21.10 for fittings.
- b. All ductile iron pipe and fittings for gravity sewer service shall be cement-mortar lined with seal coat in accordance with ANSI/AWWA C104/A21.4.

2.03 SOURCE QUALITY CONTROL

A. PVC Polyvinyl-Chloride Sewer Pipe

- 1. Pipe shall be tested and inspected at the factory and inspected at the job site. Testing shall be accomplished in conformance with the following ASTM specifications utilizing the test methods specified therein:

Dimensions	ASTM D 3034 or ASTM F 679 and D 2122
Extrusion Quality	ASTM D 2152
Pipe Stiffness (5%)	ASTM D 2412
Impact Resistance	ASTM D 2444

- 2. In addition, a typical joint assembly, both gasket type joint and solvent weld joint, shall be tested by a qualified independent laboratory per test requirements of ASTM D 3212. The manufacturer shall submit through the CONTRACTOR sufficient copies of certification and test results for each lot of material represented by shipment to the job site that will permit the ENGINEER to retain 3 copies.

PART 3 EXECUTION

3.01 Trench Excavation - Sewer and Drain Pipe

A. General

1. All excavation shall be open trenches, except where the Drawings call for tunneling, boring or jacking under structures, railroads, sidewalks, roads or highways.

B. Trees and Shrubs

1. Trenching shall include all clearing and grubbing, including all weeds, briars, trees and stumps encountered in the trenching, regardless of size. The CONTRACTOR shall dispose of any such material by burning, burial or hauling away or as noted on the Drawings, at no extra cost to the OWNER. Ornamental shrubs, hedges and small trees (3 inches in diameter or less) shall be removed, protected and replanted, at no extra cost to the OWNER.
2. Where pipelines run through wooded terrain, cutting of trees within limits of maximum permissible trench widths, as set forth in this article, will be permitted. However, cutting of additional trees on sides of trench to accommodate operating of trenching machine will not be permitted. The CONTRACTOR shall obtain specific permission of the OWNER before cutting any tree larger than 4 inches in diameter.

C. Highways, Streets and Railroads

1. Trenching also includes such items as railroad, street, road, sidewalk, pipe, small creek crossings, cutting, moving or repairing damage to fences, poles or gates and other surface structures, regardless of whether shown on the Drawings.
2. The CONTRACTOR shall so coordinate his work as to produce a minimum of interference with normal traffic on highways and streets. He may, with the approval of the governing agency, close a street to traffic for such length of time considered necessary, provided persons occupying property abutting the street have an alternate route of access to the property which is suitable for their needs during the time of closure. It shall be the responsibility of the CONTRACTOR to give 24 hours advance notice to fire and police departments and to occupants of a street which will be closed, in a manner approved by the governing body.
3. Where located within city streets and/or roads, the opening of more than 200 feet of trench ahead of pipe laying and more than 100 feet of open ditch left behind pipe laying, before backfilling, will not be permitted, except upon written consent of the OWNER. Where located outside roadway or parking areas, longer distances for opening and closure may be allowed provided the longer distance does not affect the safety of the

general public. No trench shall be left open or work stopped on same for a considerable length of time. In case of objectionable delay trench shall be refilled according to backfill specifications.

4. Construction equipment will not be approved for use where treads are injurious to paving encountered. Curbs, sidewalks, and other structures shall be protected by the CONTRACTOR from damage by his construction equipment.
5. In case of damage to any existing structures, repair and restoration shall be made at once and backfill shall not be replaced until this is done. In all cases, restoration and repair shall be such that the damaged structure will be in as good condition and serve its purpose as completely as before, and such restoration and repair shall be done without extra charge, except as set forth under the applicable provisions of the General Conditions.
6. Where trenching is cut through paving which does not crumble on the edges, trench edge shall be cut to at least 2 inches deep to straight and neat edges, before excavation is started, and care taken to preserve the edge to facilitate neat repaving.
7. The CONTRACTOR shall maintain road crossings in a passable condition for traffic until the final acceptance of the work, being paid only by unit price for crushed rock used, within limitations as hereinafter specified.
8. Railroad company and Department of Highways requirements in regard to trenching, tunneling, boring and jacking shall take precedence over the foregoing general specifications and the following tunneling and boring or jacking specifications, where they are involved. Where work is within railroad right-of-way, Railroad Protective Insurance shall be carried by the CONTRACTOR in the amounts required by the Railroad Company.
9. The insurance policy shall name the railroad as the insured and the original policy shall be delivered to the railroad after submitting same to the OWNER for review. The cost of flagmen required by the railroad and/or highway departments shall be paid by the CONTRACTOR.

D. Existing Utilities

1. The CONTRACTOR shall determine, as far as possible in advance, the location of all existing sewer, culvert, drain, water, electric, telephone conduits, gas pipes, and other subsurface structures and avoid disturbing same in opening his trenches. In case of sewer, water and gas services and other facilities easily damaged by machine trenching, same shall be uncovered without damage ahead of trenching machine and left intact or removed without permanent damage ahead of trenching and restored immediately after machine has passed, without extra cost to the OWNER. The CONTRACTOR shall protect such existing facilities, including power and telephone poles and guy wires, against danger or damage while

pipeline is being constructed and backfilled, or from damage due to settlement of his backfill. It shall be the responsibility of the CONTRACTOR to inform the customers of utilities of disruption of any utility service as soon as it is known that it has been or will be cut off.

2. Where there is the possibility of damage to existing utility lines by trenching machine, the CONTRACTOR shall make hand search excavation ahead of machine trenching, to uncover same, at no extra cost to the OWNER. Hand trenching is required, at no extra payment, where undue damage would be caused to existing structures and utilities by machine trenching.
3. The work of uncovering and backfilling required for locating existing sewers, water lines and other existing facilities for connection of improvements or avoidance in location of proposed pipeline, where such uncovering and backfilling is not within trench for improvements, shall be paid for at a price per cubic yard for such excavation actually removed and backfilled under item for "Search or Extra Depth Trench Excavation." Such payment does not include uncovering existing utility lines for their protection during or after trenching operations for the proposed pipeline.

E. Pipelines in Same Trench

1. Pipelines, force mains, and sewers laid in same trench shall, in all cases, be bedded on original earth, crushed stone, or other specified bedding materials, regardless of divergence in their elevations, unless otherwise specified. They shall never be laid in unsupported backfill or one above the other. The CONTRACTOR shall receive applicable unit prices for each pipeline, force main, and sewer so laid, the same as if laid in widely separated trenches.

F. Location of Proposed Pipelines

1. The location of pipelines and their appurtenances, as shown on the Drawings, are those intended for the final construction. However, conditions may present themselves before construction on any line is started that would indicate desirable changes in location. Also, development of property traversed may require location changes. In such cases, the OWNER reserves the right to make reasonable changes in line and structure locations without extra cost, except as may be determined by the application of the unit prices bid to the quantities actually involved. The OWNER is under no obligation to locate pipelines so they can be excavated by machine.

G. Construction Stake-out

1. The ENGINEER will provide geometric base data for the CONTRACTOR'S use in locating sewers and facilities in the design location. The locations for vertical control (benchmarks) are shown on the Drawings with elevation and description duly noted. Each manhole, pumping station

wetwell, or other notable sewage system component shall have the coordinates shown at the individual location or listed with the General Notes of the Drawings. It shall be the CONTRACTOR'S responsibility to locate the new facilities in their intended position using survey grade GPS survey equipment. It should also be the CONTRACTOR'S responsibility to provide offset hubs at each manhole or such reference points as may be required to maintain the location of each new installation.

2. Where the CONTRACTOR elects to use grades (batter) boards for sewer construction, offset line and grade stakes shall be set and cut sheets prepared before trenching work is started. All stake-out work and cut sheet preparation shall be accomplished by the CONTRACTOR, the ENGINEER being responsible for review and checking the finished cut sheets. The CONTRACTOR shall provide all material, equipment, and labor for all stake-out work. Cut sheets, where required, shall be prepared on forms supplied by the ENGINEER (HKB Form RPR-4).
3. The cut sheets shall contain the following minimum information:
 - (a) Manhole stations
 - (b) Grade between manholes
 - (c) Centerline and offset stations
 - (d) Amount and direction of offset
 - (e) Centerline elevation
 - (f) Centerline cut
 - (g) Offset elevation
 - (h) Offset cut
 - (i) Average trench depth
 - (j) Utilities information and depths and/or any other pertinent information.
4. Where the CONTRACTOR elects to use grade (batter) boards for sewer construction, offset hubs shall be set perpendicular to each 25 foot centerline station. Where laser beam equipment is to be used, the offset line shall be as required for the specific type of laser equipment used. In either case, the CONTRACTOR shall be required to maintain at least the offsets at manholes until the sewer main has been constructed. The CONTRACTOR shall also, in either case, be required to obtain the original ground elevation along centerline, at each 25 foot station, for the purpose of calculation of the average trench depth.
5. Grades shown on the Drawings or as revised in the field are invert of pipe and NOT trench subgrade. The centerline cuts on the cut sheets shall have this calculation made, original ground surface to invert of sewer pipe, which is the depth which shall be used for calculation of the average depth of trench and backfill.

H. Trench Requirements

1. All trenches must be dug neatly to lines and grades as shown on the Drawings, as established in the field and/or as established on the cut sheets. Trenches shall be of sufficient width to properly assemble or bolt joints.
2. Trenching shall be completed between one grade control point and the next in advance of the laying of pipe, where pipes, culverts, or other structures may be encountered whose grade cannot reasonably be determined ahead of trenching. Should the CONTRACTOR lay pipe closer to the opening of trench ahead, he shall bear cost of any removal and relaying which may be required to avoid location conflict.
3. The extra cost of trenching in difficult locations, such as stream, railroad or highway crossing, if not covered by other Contract unit prices, shall be included in the unit price for furnishing, laying, trenching and backfilling.
4. Where grade (batter) boards are used to establish finish grade, they shall be set by the CONTRACTOR, with at least 3 boards set at all times where installation is in progress. These will be set each 25 feet or less and will be set perpendicular to and spanning the centerline of the trench, such that the grade string is in the vertical plane of the pipe flow line. Grade boards shall be supported by stakes driven firmly on each side of the trench, unless otherwise acceptable to the ENGINEER. Where laser beam equipment is used, the set-up shall be per the laser manufacturer's instructions and/or the permission of the ENGINEER.
5. Grades shown on the Drawings and/or profiles, cut sheets and offset stakes are the elevations of the invert of the pipe in all cases and excavation in open trench or tunnel must be made of sufficient depth to take care of required bedding of pipe and bells below these lines.
6. No additional compensation will be allowed for the extra depth trenching so required below invert.
7. Where bottoms of trench for 6 inch through 16 inch size pipe are in or on solid rock or where concrete cradle or arch is to be used, trenches or tunnels shall be dug to a depth of at least 6 inches below bottom of barrel of pipe. Where in earth, they shall be dug to at least 4 inches below bottoms of pipe barrels and bells.
8. In pipe sizes 18 inch through 72 inch, the trench shall be dug to a depth of one-fourth of the outside diameter of the pipe below the bottom of the pipe barrel in earth or solid rock subgrade, with a maximum of 9 inches, and a minimum of 6 inches. This requirement shall also apply where concrete arch or cradle is used to protect the pipe.
9. When trench or tunnel is dug below required grade, the pipe must be brought to grade by filling with crushed rock for pipe bedding as speci-

fied in this Section 02700 of these Specifications, at the CONTRACTOR'S expense. Fill for pipe support shall not be made with material excavated from trench.

I. Excavation Unclassified

1. Excavation for pipelines shall be unclassified and the cost of all excavation of whatever nature and state, including solid rock, shall be included in the CONTRACTOR'S unit price bid for furnishing, trenching, laying and backfilling the pipe.
2. Excavation for structures such as manholes, pump stations, and vaults is likewise unclassified and the cost of all excavation of whatever nature and state, including solid rock, shall be included in the CONTRACTOR'S lump sum or unit price bid, as the case may be.
3. Solid rock is defined as materials of one-third cubic yard or more in one location (in a native state or concrete) that rings under the hammer which cannot be removed economically without the use of explosives. Paving removal is excluded; also shale rock.
4. In the event the ENGINEER finds it necessary to specifically order mechanical removal of solid rock, it will be measured by the cubic yard for such materials actually removed limited in depth to required depths of bedding below outside of pipe barrel and in width to the following dimensions:

TABLE 3.01

For 6" Pipe 2'-6"	For 15" Pipe 2'-10"	For 27" Pipe 4'-0"
For 8" Pipe 2'-9"	For 16" Pipe 2'-11"	For 30" Pipe 4'-4"
For 10" Pipe 2'-9"	For 18" Pipe 3'-2"	For 33" Pipe 4'-7"
For 12" Pipe 2'-9"	For 20" Pipe 3'-5"	For 36" Pipe 5'-6"
For 14" Pipe 2'-9"	For 21" Pipe 3'-6"	For 42" Pipe 6'-0"
	For 24" Pipe 3'-8"	For 48" Pipe 6'-6"
		For 54" Pipe 7'-0"

5. Mechanical removal of solid rock is defined as solid rock in its native state which is ordered to be fractured and broken up for removal by hand tools and/or hand held power or pneumatic tools to provide protection of utilities, structures, etc. which might otherwise be subject to damage by conventional drilling and shooting or heavy excavating equipment.

6. Payment for mechanical removal will not be authorized for solid rock excavation which is accomplished by drilling and shooting or by crawler or wheel mounted excavators, trenching machine, and similar equipment.

J. Dewatering of Trenches

1. Dewatering of trenches shall be considered a part of trenching, at no extra cost to the OWNER. Dewatering of trenches shall include ground-water and storm or sanitary sewage. Suitable pumping and other dewatering equipment is to be provided by the CONTRACTOR, to insure the installation of the pipeline structure in a dewatered trench and under the proper conditions. Dewatering shall include all practical means available for prevention of surface runoff into trenches and scouring against newly laid pipe.
2. Piles of excavated materials shall be trenched or temporarily piped to prevent, as far as practical, blockage of drainage ditches and gutters, and water carriage of excavated materials over street and highway surfaces.
3. Where subgrade of trench has insufficient stability to support the pipeline and hold it to its original grade, the ENGINEER may order stabilization by various means. Exclusive of dewatering normally required for construction and instability caused by neglect of the CONTRACTOR, it shall be paid for at unit prices set up in the Contract, such as extra excavation, crushed rock for pipe bedding, concrete cradle or piling.

3.02 LAYING SEWER PIPE

A. General

1. Checking of Pipe
 - a. The selection of pipe strength class shall be based on earth weight of 130 pounds per cubic foot and a safety factory of 1.50.
 - b. All pipe and fittings must be tested for uniform diameter, straightness and defects by the CONTRACTOR before being lowered into trench, and rejected pipe marked in a way not to impair its value. Rejected pipe must be separated from accepted pipe and removed from the project. The ENGINEER will make periodic observations of pipe in storage and/or incorporated into the work. Pipe found defective, not meeting Specifications, or improperly installed shall be rejected and replaced.
2. Alignment and Grade
 - a. All pipe, after being inspected and accepted, shall be laid to correspond with lines and grades staked out by the CONTRACTOR. All sewer lines shall be laid to constant grades between invert

elevations shown on the Drawings. Grades shown on the Drawings are invert of pipe and NOT trench subgrade. The pipe lengths shall be fitted together and matched, so that they will form a sewer with a smooth and uniform invert, visible as a full circle from manhole to manhole, except in special cases where curved sewer lines are planned.

3. Unstable Subgrade

- a. In wet, yielding, and mucky locations where pipe is in danger of sinking below grade or floating out of grade or line, or where backfill materials are of such a fluid nature that such movements of pipe might take place during the placing of the backfill, the pipe must be weighted or secured permanently in place by such means as will prove effective. If crushed rock fill is necessary, it will be paid for per ton of such material used, except in cases where instability is caused by neglect of the CONTRACTOR.

4. Control of Quantities Laid

- a. Laying of pipe may be held up by the ENGINEER until trench has progressed far enough ahead to remove the possibility of having to change grade or alignment on account of other structures, pipelines or conduits.
- b. Unless permitted or directed, not less than 100 feet of pipe shall be laid at one operation except for the following reasons:
 - (1) Street and railroad crossings.
 - (2) Wet caving trenches.
 - (3) Business houses or institutions damaged by prolonged disconnection from street.
 - (4) Less than 100 feet distance between manholes or pipe control sections.

5. Bedding of Pipe

- a. Six inch through 16 inch pipe shall be laid with bottom quadrant of barrel and bells of pipe bedded in at least 4 inch depth of crushed stone when on earth subgrade and in at least 6 inch depth of crushed stone, below the bottom of the barrel of pipe when on solid rock subgrade. Stone for bedding of 6 inch through 16 inch pipe shall be Kentucky Department of Highways Size 9 crushed rock as specified in Section 02235 of these Specifications, spaded into place. It shall be included in price for furnishing and laying pipe. Payment for the extra stone required for bedding pipe in solid rock for 6 inch through 16 inch pipe shall be included in the price bid for solid rock excavation in the case of classified excavation and in the price bid for trenching and backfilling in the case of unclassified excavation.

- b. In case of pipe sizes 18 inch through 72 inch in both earth and solid rock trench, the subgrade shall be shaped to provide for a crushed stone pad, Kentucky Department of Highways Size 9, for a depth under the pipe barrel at least 1/4 the outside diameter of the pipe, with a minimum of 6 inch depth and a maximum of 9 inch depth. The bedding material shall be thoroughly spaded into place, in order to give a uniform bearing for at least the bottom quadrant of the pipe. Payment for such bedding shall be included in the price paid for trenching and backfilling or laying, even when in or on solid rock.
 - c. For PVC or polyethylene pipe, alternate bedding materials will be allowed with permission of the ENGINEER. In order to qualify for use with sewer pipes of these compositions, the bedding material must be of the type of material delineated as Class IA embedment materials per Table 1 of ASTM D 2321, namely, coral, slag, cinders, crushed stone or crushed shells. The alternate bedding materials must also be of the same gradation of the crushed stone previously specified, namely, Kentucky Department of Highways Size 9. The crushed stone previously specified shall be used for all other piping materials.
 - d. No filling of trench with earth to bring pipe to grade will be permitted. If trenches are dug too deep, they must be brought to grade and supported by crushed rock for pipe bedding (No. 9) as specified in Section 02235 of these Specifications at the CONTRACTOR'S expense. No pipe shall be laid in the trench until the subgrade is inspected and found correct.
6. Laying of Pipe (Mains)
- a. Laying crew foreman shall direct subgrade preparation and plumbing and leveling invert of pipe to grade and line, the pipe layer following his directions in placing the pipe. The pipe layer will be responsible for pipe bedding, cleaning joint, proper placement of joint annular ring or gasket, tight jointing and homing pipe, securing pipe against settlement or other movement, and inspecting and swabbing out any jointing material from inside of pipe.
 - b. No joints will be accepted that show leakage and, after backfilling and inspection, any joints are found that are allowing groundwater to enter the sewer must be excavated and repaired.
 - c. Plugs in branch fittings to future building sewers shall be protected from excavators by the method as shown on the Drawings for protecting the ends of laterals and shall be so constructed and joined in bell of pipe that they will be watertight, yet removable without breaking the bell or coupling when removed.

7. Protection of Pipe in Trench

- a. No walking upon the completed pipelines will be permitted until trench has been backfilled to a depth of at least 6 inches over the top of the pipe. The interior of the pipe shall, as the work progresses, be cleaned of all dirt, jointing materials, and superfluous materials of every description. When laying of pipe is stopped for any reason, the exposed end of such pipe shall be closed with a suitable plug fitted into the pipe bell, so as to exclude earth and other material, precautions being taken to prevent flotation of pipe by runoff into trench.

8. Observation of Pipeline

- a. No backfilling (except for securing pipe in place) over pipe will be allowed until the ENGINEER has had an opportunity to observe the joints, alignment and grade, in the section laid, but such observation shall not relieve the CONTRACTOR of further liability in case of defects occurring during or after placement of backfill.

B. Laying Sewer Pipe

1. PVC Pipe

- a. PVC sewer pipe laying shall comply with the requirements of ASTM D 2321 and the additional requirements of these Specifications and standard details of the Contract Drawings.
- b. Article 3.02.A of this Section 02700 shall apply to the installation of PVC sewer pipe. The pipe shall be bedded true to line and grade with uniform and continuous support from a firm base. The bedding material shall conform to that specified in Article 3.02.A of this Section 02700.
- c. All PVC sewer pipe shall be installed in a manner to limit deflection of the pipe to 5 percent. A deflection test shall be performed on all flexible pipe. The test shall be conducted after the final backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. If the deflection test is to be conducted using a rigid ball or mandrel, it shall have a diameter equal to 95 percent of the inside diameter of the pipe. The test shall be performed without mechanical pulling devices.
- d. When laser equipment is being used for laying PVC sewer pipe, the CONTRACTOR shall provide adequate ventilation through the pipe to prevent distortion of the beams.

2. Ductile Iron Sewer Pipe

- a. Ductile iron sewers shall be laid in compliance with the requirements of these Specifications and standard details of Contract Drawings. Restrictions on depth of cover shall follow ANSI/AWWA C150/A21.50 requirements in Section 02610 for the various classes of ductile iron pipe. Joints shall be made with mechanical, restrained or rubber ring slip joint, according to the manufacturer's specifications and with tools recommended by them. A copy of the manufacturer's instructions shall be available at the site of work at all times when pipe is being laid. Joints shall be thoroughly cleaned and dry before pipes are laid in place.
- b. Cutting of pipe may be done using methods as the CONTRACTOR may elect, but the CONTRACTOR will be held responsible for breakage or damage caused by careless cutting or handling.
- c. No pipe shall be laid resting on rock, blocking or other unyielding objects, except where laid above ground on piers or in permanent tunnels. Exact lines and grades will be required on exposed pipelines placed on piers. Attachment of pipe to piers shall be as shown on the Standard Detail Drawings.
- d. In permanent tunnels pipe shall be laid with bells resting on tunnel liner or on blocks just behind bells. After pipe has been adjusted to proper line and grade, a bedding of Class 2500 concrete shall be poured under pipe to support the entire bottom quadrant. Payment for such bedding shall be included in the unit price for tunnel liner.

3.03 TRENCH BACKFILL - SEWER AND DRAIN PIPE

A. General

1. Excavated materials from trenches and tunnels, in excess of quantity required for trench backfill, shall be disposed of by the CONTRACTOR. It shall be the responsibility of the CONTRACTOR to obtain location or permits for its disposal. Unit prices for furnishing and laying pipe, which includes trench excavation, tunneling, and backfill, shall include the cost of disposition of excess excavated materials, as set forth herein, with no additional compensation being allowed for hauling.
2. No extra charge shall be made for backfilling of any kind, except as herein specified. Backfilling shall be included as a part of the price for furnishing, laying, trenching, and backfilling. No extra charge shall be made for supplying outside materials for backfill except where fills above existing ground are necessary and payment is designated on the Drawings or in the Specifications. If backfilling of the trench or surface restoration is not properly completed, a proportionate part of the unit

price for furnishing, laying, trenching, and backfilling shall be retained from payment estimates.

3. Railroad company and Department of Highways requirements in regard to backfilling will take precedence over the above general Specifications where they are involved.
4. Mechanical tamping, where required by the ENGINEER in locations other than those specifically designated herein, shall be paid for per unit price bid for mechanical tamping.
5. Before completion of the Contract, all backfills shall be reshaped, holes filled, surplus materials hauled away, all permanent walks, street, drive-ways, highway paving replaced, and all sodding, seeding, and planting work performed.

B. Haunching

1. Upon completion of bedding and laying the sewer or drain pipe, the CONTRACTOR shall place crushed rock, Kentucky Department of Highways Size 9 dependent on size of pipe, or the same material used for pipe bedding on both sides simultaneously to the top of the pipe. This material shall be hand placed using shovel or other satisfactory tool to work the haunching material completely under the bottom quadrant and around the sides of the pipe to assure the maintenance of alignment of the pipe. No compaction of this material is required other than that obtained by the workmen walking on the material during placement.
2. The haunching material is required for all sewer or drain pipe installed in open trenches except where concrete pipe arch is required, in which case the haunching material is required to the bottom of the arch. Where concrete cradle is required, the haunching material shall be placed from top of cradle to top of pipe.
3. The cost of furnishing and placement of the haunching material shall be included in the CONTRACTOR'S bid for furnishing and laying the pipe.

C. Initial Backfill

1. Upon completion of the haunching material to the top of the pipe, initial backfill shall be placed as hereby specified. This material shall serve as protection for the top of pipe reducing the possibility of damage to the pipe during the placement of backfill for the remainder of the trench depth.
2. When sewer or drain pipe is located outside traffic areas, the initial backfill material shall be crushed rock (Kentucky Department of Highways No. 9) placed above the pipe to the level hereinafter stated.

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3. When the sewer or drain pipe is located within traffic areas, the initial backfill shall be crushed rock, or the material used for bedding and haunching the pipe, of the same gradation of the pipe bedding material. Other alternate materials may be used only with the specific written permission of the ENGINEER when the work is located inside traffic areas.
4. In the case of steel, cast iron, ductile iron pipe the initial backfill shall be hand placed to a point 6 inches above the barrel of the pipe. In case of plastic pipe, the initial backfill shall be hand placed and evenly spread to a point 12 inches above the pipe barrel for up to 4 feet cover, to a point 18 inches above the barrel for 4 feet to 10 feet cover, and 24 inches for over 10 feet cover.
5. The initial backfill material is required over sewer and drain pipe in all open trenches. The cost of the initial backfill material and placement of same shall be included in the CONTRACTOR'S bid for furnishing, laying, trenching and backfilling.

D. Final Backfill

1. Outside Traffic Areas

- a. After the above specified initial backfill is hand placed, rock may be used in machine placed backfill in pieces no larger than 8 inches in any dimension and to an extent not greater than one-half the volume of the backfill materials required to backfill trench. Larger rock fill will be allowed in wide trenches where side slopes are low enough to prevent rock from dropping over pipeline. If additional earth is required, it must be obtained and placed by the CONTRACTOR. Filling with rock and earth shall proceed simultaneously, in order that all voids or pockets, created by rock backfill, may be filled with earth. Machine backfilling may be employed with tamping, except as hereinafter restricted, provided caution is used in quantity per dump and in uniformity of level of backfilling. Backfill material must be uniformly ridged over trench, and excess hauled away, with no excavated rock over ½ inch diameter or pockets of crushed rock or gravel in top 12 inches of backfill, the top 12 inches reserved for topsoil or material more suited to sustain surface growth. Ridged backfill shall be confined to the width of the trench and not allowed to overlap onto firm original earth, and its height shall not be in excess of that required to provide for settlement of backfill.

2. Inside Traffic Areas

- a. Where sewer and drain pipe is located in street, highway, railroad, sidewalk and driveway crossings or within any roadway paving, or about manholes, valve and meter boxes located in such paving, fill trench to within 6 inches of the surface with Kentucky Department of Highways No. 9 crushed stone, or other gradation acceptable to

the ENGINEER. In order to accommodate compacted temporary surfacing it may be necessary to bulkhead or otherwise confine the stone fill at the open end of the trench.

E. Cleanup and Temporary Surfacing

1. General

- a. Immediately following the placement of final backfill, all rock and debris, including crushed rock or gravel from construction operations, shall be removed from yards and fields. Streets, drives and walks shall be broomed to remove all earth and loose rock. The cleaning of streets, drives and walks shall be of such extent to hold dust to a minimum. Loose earth and rock shall in no case be swept or washed into storm sewers or drains as a method of removal, all such material being loaded and hauled away from the site.
- b. If acceptable cleanup operations are not completed within an acceptable period of time after the completion of final backfilling, a proportionate part of the price bid for trenching and backfilling shall be retained from partial payment estimates until acceptable cleanup is completed.

2. Temporary Surface Cover - Unpaved Areas

- a. Upon completion of acceptable cleanup work, the ground surface shall be prepared for temporary seed, permanent seed or sod per the requirements of Section 02930 of these Specifications.

3. Temporary Surface Replacement - Paved Areas

- a. Temporary surfacing of street, highway, railroad, sidewalk and driveway crossings, or within any roadway paving, or about man-holes, valve and meter boxes located in such paving, shall consist of 6 inches compacted dense graded aggregate as specified under Section 02235 for temporary walkway or road surfacing, placed and compacted in the trench. Compaction shall be accomplished by methods which shall be sufficient to confine stone to the trench under normal traffic. Backfills shall be maintained easily passable to traffic at original paving level until acceptance of project or replacement of paving or sidewalks. The amount of crushed stone placed shall be paid for at the unit price per ton as shown in Section 02700 herein, titled "BASIS OF PAYMENT." No payment will be made for crushed rock surfacing required as a result of unnecessarily wide trenches, omission of sheeting and shoring, or damage by the CONTRACTOR'S equipment, or for maintenance of surface level.

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- b. After the initial placement of the 6-inch depth of temporary surfacing, the CONTRACTOR shall be required to maintain the temporary surfacing to street or road surface level at no additional cost to the OWNER. This requirement shall continue until the replacement of permanent surfacing.

3.04 FIELD QUALITY CONTROL - TESTING SEWERS FOR LEAKS, INFILTRATION, AND DEFLECTION

A. Sewers

1. General

- a. All sewers constructed under this Contract shall be tested for leaks and infiltration using methods as hereinafter specified.
- b. The cost of all testing of sewer lines and manholes shall be included in the unit price bid for pipe and manholes. The CONTRACTOR shall furnish all materials, equipment and labor required for all types of tests, the ENGINEER being responsible only for directions, recording data and calculating air losses and/or infiltration rates.

2. Sequence

a. Initial Testing

- (1) The first manhole to manhole section of sewer laid under this Contract, for each size of pipe and type of joint, shall be given a smoke test prior to the sewer being backfilled and while the sewer trench is dewatered to bottom of the pipe being tested.
- (2) Should, based on the results of the test of the first section of pipe laid, the materials being used and the CONTRACTOR'S installation procedures prove to be satisfactory, subsequent smoke testing may, at the discretion of the ENGINEER, be waived. Should, however, based on the results of the test of the first section of pipe laid, the material being used and/or the CONTRACTOR'S installation procedures prove to be unsatisfactory, subsequent smoke testing shall, at the discretion of the ENGINEER, be continued until such time that, in the opinion of the ENGINEER, problems with materials and/or installation procedures have been corrected.
- (3) Such subsequent testing shall likewise be done while trenches are dewatered to bottom of pipe to be tested and immediately after completion of either the public sewer lines or laterals, in not more than 2 sections between man-

holes at a time. All defective work, as so proven by the smoke test, shall be immediately repaired and retested until proven to be satisfactory.

- (4) Observation of pipe laying and smoke testing shall in no way relieve the CONTRACTOR of the responsibility of conducting the required low pressure air test, infiltration tests, or correcting poor workmanship.

b. Subsequent Testing

- (1) As soon as it is practicable after installing and backfilling sewers, and before putting new sewers into service, low pressure air tests shall be made from manhole to manhole, or up to a maximum of 500 feet of sewer main and 500 feet of sewer laterals at a time, as directed by the ENGINEER. The maximum allowance for air loss during testing shall be determined by tables of minimum holding time for a pressure drop of 1.0 psi and are based on an average loss of 0.0015 cubic feet of air per minute per square foot of internal pipe surface, when tested at an average pressure of 3.0 psi greater than the average back pressure of any groundwater present.
- (2) Upon completion of installation and backfilling of all sewers constructed under this Contract, the low pressure air test is required for all sewers so constructed.

c. Additional Testing

Upon completion of the required initial (smoke) testing and required subsequent (low pressure air) testing, and prior to placing the sewer into operation, if ground and/or surface water flow is observed in the completed sewer, the ENGINEER may order infiltration tests be accomplished to determine whether the flow is within acceptable and allowable limits. This additional testing may be required even though the results of the initial smoke testing and subsequent low pressure air testing indicate the sewers are substantially watertight. The infiltration tests shall be conducted, on order of the ENGINEER, as hereinafter specified.

3. Equipment

a. Smoke Testing

- (1) The smoke testing blower shall have a capacity of at least 1,200 cfm.

- (2) The smoke bombs shall produce a chemical reaction generated, white to gray smoke, leaving no residue, and be nontoxic and nonexplosive. Each bomb shall be capable of producing 25,000 cubic feet of smoke per 3 minutes.

b. Low Pressure Air Testing

- (1) The air test equipment used shall meet the following minimum requirements:
 - (a) Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected.
 - (b) Pneumatic plugs shall resist internal test pressures without requiring internal bracing or blocking.
 - (c) All air used shall pass through a single control panel.
 - (d) Three individual hoses shall be used for the following connections:
 - (i) From control panel to pneumatic plugs for inflation.
 - (ii) From control panel to sealed line for introducing the low pressure air.
 - (iii) From sealed line to control panel for continually monitoring the air pressure rise in the sealed line.

4. Procedures

a. Safety Precautions

- (1) The air test may be dangerous if a line is improperly prepared. It is extremely important that the various plugs be installed and braced in such a way as to prevent blowouts. Inasmuch as a force of 25 lbs. is exerted on an 8 inch plug by expulsion of a poorly installed plug or of a plug that is partially deflated before the pipe pressure is released can be dangerous.
- (2) As a safety precaution, pressurizing equipment shall include a regulator set at 10 psi to avoid over-pressurizing and damaging an otherwise acceptable line. No one shall be allowed in the manholes during testing.

b. Low Pressure Air Test

- (1) All pneumatic plugs shall be seal tested before being used in the actual test installation. One length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be checked. Air shall be introduced into the plugs to 25 psig. The sealed pipe shall be pressurized to 5 psig. The plugs shall hold against this pressure without bracing and without movement of the plugs out of the pipe.
- (2) Clean pipe to be tested by propelling snug fitting inflated rubber ball through the pipe with water.
- (3) Plug all pipe outlets with suitable test plugs. Brace each plug securely.
- (4) If the pipe to be tested is submerged in groundwater, insert a pipe probe by boring or jetting into the backfill material adjacent to the center of the pipe, and determine the pressure in the probe when the air passes slowly through it. This is the backpressure due to groundwater submergence over the end of the probe. All gauge pressures in the test shall be increased by this amount.
- (5) Add air slowly to the portion of the pipe installation under test until the internal air pressure is raised to 4.0 psig.
- (6) After an internal pressure of 4.0 psig is obtained, allow at least 2 minutes for air temperature to stabilize, adding only the amount of air required to maintain pressure.
- (7) When pressure decreases to 3.5 psig, start stopwatch. Determine the time required for the internal air pressure to reach 2.5 psig. Minimum permissible pressure holding times for runs of single pipe diameter and for systems of 4 inch, 6 inch, or 8 inch laterals in combination with trunklines are indicated in the following table based on air loss calculations per ASTM F-1417.

Pipe Diameter, in.	Minimum Time, min:s	Length for Minimum Time, ft	Time for Longer Length, s	Specification Time for Length (L) shown, min:s							
				100 ft	150 ft	200 ft	250 ft	300 ft	350 ft	400 ft	450 ft
4	3:46	597	0.380 L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	0.854 L	5:40	5:40	5:40	5:40	5:40	5:40	5:42	7:24
8	7:34	298	1.520 L	7:34	7:34	7:34	7:34	7:36	8:42	10:08	11:24
10	9:26	239	2.374 L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418 L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:36
15	14:10	159	5.342 L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692 L	17:00	19:13	35:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470 L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31

24	22:40	99	13.674 L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	35:30	88	17.306 L	28:51	43:16	57:41	72:07	81:32	100:57	115:22	129:48
30	28:20	80	21.366 L	35:37	53:25	71:13	89:02	106:50	134:38	142:26	160:15
33	31:10	72	25.852 L	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768 L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46

c. Infiltration Test

- (1) Before putting new sewer lines into service, weir test shall be made of flow of water in the sewers from manhole to manhole or up to a maximum of 3,000 foot sections at a time, as directed by the ENGINEER. These tests shall be made when, in the ENGINEER'S judgment, groundwater level is equal to the highest groundwater condition in a normal year.
- (2) The maximum allowance for all sewer pipe materials shall be 100 gallons per 24 hours per inch diameter per mile of sewer pipe and manholes.

d. Deflection Test

- (1) A deflection test shall be performed on all flexible sewer pipe. The test shall be conducted after the final backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. If the deflection test is to be run using a rigid ball or mandrel, it shall have a diameter equal to 95 percent of the inside diameter of the pipe. The test shall be performed without mechanical pulling devices. Pipe deflection shall be measured and recorded by the CONTRACTOR in the presence of the ENGINEER using appropriate methods approved by the pipe manufacturer and acceptable to the ENGINEER.

5. Repairs and Acceptance

- a. If the sewer fails to meet the requirements of the leakage and/or infiltration tests, the CONTRACTOR shall, at his own expense, determine the source of leakage and/or infiltration and make the necessary repairs or replacements.
- b. If any sewer fails to meet the requirements of the deflection test, the CONTRACTOR shall, at his own expense, replace all failed pipe as necessary to comply with the deflection requirements. All replacement pipe shall also be tested for deflection.
- c. On completion of sewer lines, all sewers and manholes will be inspected for foreign matter, including sand brought in by infiltration, and any such matter shall be removed before final acceptance of the lines. Any visible leakage at manholes or into lines shall be corrected regardless of the results of the required tests.

3.05 BASIS OF PAYMENT

A. Excavation and Backfilling

1. Trenching and Backfilling

a. Unit Price Contracts

- (1) On unit price Contracts, payment for trenching and backfilling shall be included in the price bid for furnishing, laying, trenching and backfilling sewer and/or drain pipe.

b. Lump Sum Contracts

- (1) The CONTRACTOR'S lump sum bid shall include all costs for trenching and backfilling.

2. Solid Rock Excavation

a. Classified Excavation

- (1) Rock excavation shall be paid for at an extra unit price per cubic yard for extra cost of its excavation over that for excavating earth. Therefore, its quantity will not be subtracted from earth excavation quantities.

b. Unclassified Excavation

- (1) Excavation shall be unclassified and the cost of all excavation of whatever nature and state, including solid rock, shall be included in the CONTRACTOR'S unit price bid for each item of construction requiring excavation.

3. Search and Extra Depth Trench Excavation

- a. "Search" trench excavation shall be the actual measured excavation within limits as acceptable to the ENGINEER.

- b. "Extra Depth" trench excavation shall be the calculated yardage below the lowest point of excavation which would normally have been required for construction.

- c. Trench width limitations for either condition shall be as listed in the following table:

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For 6" Pipe 2'-6"	For 15" Pipe 2'-10"	For 27" Pipe 4'-0"
For 8" Pipe 2'-9"	For 16" Pipe 2'-11"	For 30" Pipe 4'-4"
For 10" Pipe 2'-9"	For 18" Pipe 3'-2"	For 33" Pipe 4'-9"
For 12" Pipe 2'-9"	For 20" Pipe 3'-5"	For 36" Pipe 5'-6"
For 14" Pipe 2'-9"	For 21" Pipe 3'-6"	For 42" Pipe 6'-0"
	For 24" Pipe 3'-8"	For 48" Pipe 6'-6"
		For 54" Pipe 7'-0"

d. Payment shall be by the cubic yard removed, including backfilling.

4. Mechanical Tamping

a. Mechanical tamping is defined as backfill placed and compacted by power driven mechanical equipment to a greater density than can be achieved by natural settlement or hand tamping methods. Mechanical tamping will be required when ordered by the ENGINEER with payment by the cubic yard so compacted. Measurement, but not actual extent of the mechanical tamping, shall be limited by the numerical maximum allowable trench width (for each size pipe) as shown in the table listed under "Search and Extra Depth Trench". Payment for mechanical tamping shall not include the specified haunching or initial backfill required above and below the top of pipe.

5. Crushed Rock Trench Backfill

a. When crushed rock trench backfill is listed as a pay item on the Form of Proposal, payment for the crushed stone or accepted granular material will be made by the ton so placed limited to the following calculation:

(1) Maximum trench widths as shown in the following table:

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For 6" Pipe 2'-6"	For 15" Pipe 2'-10"	For 27" Pipe 4'-0"
For 8" Pipe 2'-9"	For 16" Pipe 2'-11"	For 30" Pipe 4'-4"
For 10" Pipe 2'-9"	For 18" Pipe 3'-2"	For 33" Pipe 4'-9"
For 12" Pipe 2'-9"	For 20" Pipe 3'-5"	For 36" Pipe 5'-6"
For 14" Pipe 2'-9"	For 21" Pipe 3'-6"	For 42" Pipe 6'-0"
	For 24" Pipe 3'-8"	For 48" Pipe 6'-6"
		For 54" Pipe 7'-0"

- b. Payment shall be by the cubic yard removed, including backfilling.
 - (1) Depth of cover less the previously specified initial backfill and less the top 6 inches of trench.
 - (2) Weight of crushed stone or approved granular material not to exceed 100 lbs./cu. ft.
 - (3) Length limited to 1 foot beyond edge of traffic area.
- c. When crushed rock trench backfill is NOT listed as a pay item on the Form of Proposal, the cost of same shall be incorporated in the CONTRACTOR'S bid for trenching and backfilling.

B. Trench and Pipe Stabilization

- 1. Extra Excavation
 - a. Extra excavation required for trench or pipe stabilization shall be paid by the cubic yard so excavated under the item "Search and/or Extra Depth Trench Excavation" based on the limitations for that item.
- 2. Crushed Stone for Trench Stabilization
 - a. Crushed stone ordered by the ENGINEER for trench stabilization shall be paid by the ton so placed.
- 3. Crushed Stone for Pipe Bedding
 - a. Additional crushed stone bedding ordered by the ENGINEER for pipe stabilization shall be paid by the ton so placed.

END OF SECTION

SECTION 02930

SEEDING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Provide all labor, materials, equipment and services required to perform sodding and seeding as shown on the Contract Drawings and as specified herein.
- B. All areas disturbed by construction operations shall receive a protective cover of vegetation. The work shall consist of preparing the area for treatment, furnishing and placing soil amendments, fertilizer, sod, seed, inoculants, mulch and plantings as specified in the designated areas.

1.02 RELATED WORK

- A. Special requirements for materials and equipment are given in Sections 01300 and 01600.
- B. Special sequence or schedule requirements (if any) are specified in Section 01010 - Summary of Work.

1.03 QUALIFICATIONS

- A. The work shall be done by a provider who is experienced, reputable, and qualified in the tasks required.

1.04 SUBMITTALS

- A. Shop Drawings and other items needed to establish compliance with the Drawings and these Specifications shall be submitted to the ENGINEER in accordance with Section 01300 - Submittals.
- B. Where fertilizer is furnished from bulk storage, the CONTRACTOR shall furnish a supplier's certification of analysis and weight. When required by the Contract, a representative sample of the fertilizer shall be furnished the OWNER for chemical analysis.

1.05 WARRANTY

- A. Refer to Division 0 and 1 for warranty requirements.

PART 2 PRODUCTS

2.01 SEED

- A. All seed shall conform to the current rules and regulations of the state where it is being used and from the latest crop available. It shall meet or exceed the standards for purity and germination listed herein.
- B. Seed shall be labeled in accordance with the state laws and the U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of invitations for bids. Bag tag figures will be evidence of purity and germination. No seed will be accepted with a date of test of more than 9 months prior to the date of delivery to the site.
- C. The seed for use on this project shall be of the type as listed below with the listed germination and purity qualifications.

<u>Species</u>	<u>% Purity</u>	<u>% Germination</u>
Tall fescue (KY-31) (<u>Festuca arundinacea</u>)	98.5	80
Ryegrass (<u>Lolium multiflorum</u>)	98.0	90
Oats (<u>Avena sativa</u>)	98.0	90
Rye, grain (<u>Secale cereale</u>)	97.0	85
Redtop (<u>Agrostis alba</u>)	90.0	80
Ky. Bluegrass (<u>Poa pratensis</u>)	81.0	70

2.02 FERTILIZER

- A. Unless otherwise specified the fertilizer shall be a commercial grade fertilizer or as specified herein. The fertilizer shall meet the standard for grade and quality specified by state law.

2.03 INOCULANTS

- A. The inoculant for treating legume seeds shall be a pure culture of nitrogen-fixing bacteria prepared specifically for the species and shall not be used later than the date indicated on the container or as otherwise specified. A mixing medium, as recommended by the manufacturer, shall be used to bond the inoculant to the seed. Two times the amount of the inoculant recommended by the manufacturer shall be used, except when seed is applied by use of hydraulic seeder, in which case 4 times the amount of inoculant recommended by the manufacturer shall be used. Seed shall be sown within 24 hours of treatment and shall not remain in the hydraulic seeder longer than 4 hours.

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2.04 SOIL AMENDMENTS

- A. Lime shall consist of standard ground agricultural limestone, or equal. Standard ground agricultural limestone is defined as ground limestone meeting current requirements of the State Department of Agriculture. Agricultural lime or other needed soil amendments will be uniformly applied at the rate specified herein.

2.05 ASPHALT EMULSION

- A. Asphalt emulsion shall conform to the requirements of ASTM D 977-80, "Emulsified Asphalt." The emulsified asphalt may be rapid, medium, or slow cure materials.

2.06 STRAW MULCH MATERIALS

- A. Straw mulch materials shall consist of wheat, oat, or rye straw, hay, grass clippings cut from any native grasses or other plants acceptable to the ENGINEER. The mulch material shall be air dry, reasonably light in color, and shall not be musty, moldy, caked, or otherwise of low quality. The use of mulch that contains noxious weeds will not be permitted. The CONTRACTOR shall provide a method satisfactory to the ENGINEER for determining weight of mulch furnished.

2.07 OTHER MULCH MATERIALS

- A. Mulching materials, such as wood cellulose fiber mulch, emulsion type, synthetic fiber mulch, netting, mesh, and other mulching materials that may be required for specialized locations and conditions, when specified, must be accompanied by the manufacturer's recommendations for methods of application.

PART 3 EXECUTION

3.01 EXTENT

A. Lump Sum Contracts

1. Seeding

- a. Except for areas occupied by structures, roadways, walkways, and sodded areas specified above, the entire area disturbed by construction operations shall be seeded.

B. Unit Price Contracts

1. Seeding

- a. Where lawns, pastures, thin grass or cover crops are destroyed by trenching, laying, backfilling, or tunneling operations, surface shall be prepared by disking, fertilizing and seeding. Seeding,

fertilizing, and mulching shall be included in the price for trenching and backfilling. The timing of this operation shall be controlled by the ENGINEER. Requirements of the Department of Highways for reseeding shall take precedence over these Specifications where they are involved.

- b. When the construction project is located on privately owned property on easements acquired by the OWNER and the individual landowner requires the cover grass to be the same as present at the beginning of construction, the CONTRACTOR shall supply the seed required by the landowner. Seeding and fertilizing in such instances, shall be at the rate as recommended by the seed producer with soil preparation and mulching as stated herein.
- c. When the construction project encroaches within the rights-of-way of the Department of Highways, the seed mixture, application rate and method of mulching shall be as required by the Department of Highways.

3. CONTRACTOR'S Options

- a. Where surface grasses and cover are similar in nature throughout the length of the project, the CONTRACTOR may provide seed of one type or mixture for the entire project provided there are no objections by individual landowners involved and with permission of the OWNER and ENGINEER. In such cases, the seed type and/or mixture shall be that specified for lawn areas. Pasture and/or cover crop mixtures shall not be used for lawn application for any reason.
- b. When construction facilities or construction operations are located on or encroach on privately owned properties, the CONTRACTOR may, at his election, negotiate with the individual landowners for restoration of the surface. This negotiation and settlement may be for materials or labor or both as agreeable to the individual property owner. In such cases, the CONTRACTOR shall obtain from the individual landowner a "Release of Claims" releasing the OWNER from any further liability for surface restoration, a copy of which shall be provided for the OWNER and ENGINEER. This option shall apply to surface restoration only. The CONTRACTOR shall be responsible for cleanup and regrading work and for any settlement of the trench or graded area within the one year guarantee period.

3.02 SOIL PREPARATION

- A. All areas to be seeded or sodded shall be thoroughly cleaned, removing all debris of whatever nature. After the area has been cleaned, the soil for seeding and sodding shall be prepared as follows:
 - 1. Loosen the soil to a depth of not less than 4 inches.

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2. Work the soil until it is in good condition, raking with hand rake to complete the soil preparation and make final finished grade.
3. Broadcast 15 pounds of 8-8-8 or better fertilizer on each 1,000 square feet of area (for sodded areas only).
4. Rake area to receive sod, to spread fertilizer and work into soil.
5. On areas to be seeded, the raking in of fertilizer may be done concurrently with raking in of seed as hereinafter specified.

3.03 SEEDING

A. Temporary Cover (All Areas)

1. This item shall consist of seeding a temporary cover of grass, or grass and small grain, on areas disturbed on the construction site which will not be redisturbed within a 60 day period. The determination of the area to be temporarily seeded and the time of seeding shall be controlled by the ENGINEER.
2. The seed mixtures to be used for temporary cover will be governed by the time of year the seeding is accomplished. The mixtures and time of seeding shall be as follows:
 - a. Time of Seeding - 2/15 to 6/1
 - (1) Rye 1-1/2 bushels and ryegrass 25 pounds per acre; or tall fescue 30 pounds and ryegrass 20 pounds per acre.
 - b. Time of Seeding - 6/2 to 8/15
 - (1) Tall fescue 30 pounds and ryegrass 20 pounds per acre; or, spring oats 2 bushels and ryegrass 30 pounds per acre.
 - c. Time of Seeding - 8/16 to 2/14
 - (1) Rye 2 bushels and ryegrass 20 pounds per acre; or, tall fescue 30 pounds and ryegrass 20 pounds per acre.
 - d. Lime will not be required for temporary seeding.
 - e. Fertilize at the rate of 400 pounds per acre of 10-10-10 fertilizer, or equivalent, broadcast uniformly on the area to be seeded.
 - f. All seed shall be broadcast evenly over the area to be seeded and cultipacked or otherwise pressed into the soil. Seed and fertilizer may be mixed together and applied after the seed bed has been prepared.

- g. Mulch for temporary seeding will not be required except on those areas, in the ENGINEER'S opinion, too steep to hold the seed without protective cover.

B. Seeding (Permanent Cover)

- 1. This item consists of seeding all areas disturbed during construction. All grading and/or filling of rills and gullies to a cross section acceptable to the ENGINEER shall be included in the seed bed preparation.

- a. Pastures and Cover Crops

- (1) All areas to be seeded shall be seeded with 50 pounds of tall fescue (KY-31) per acre, subject to the provisions hereinbefore stated in this Specification group.
- (2) Prepare seed bed as specified in Article 3.02 of this Specification Section unless instructed otherwise by the ENGINEER. Apply 2 tons of lime per acre.
- (3) No mulch will be required except when seeding is done during the period October 16 through January 31, or May 2 through July 31, tall fescue straw shall be used at the rate of 2 tons per acre.

- b. Lawns and Yards

- (1) This item consists of seeding all areas equivalent to residence lawns or yards disturbed during construction. All grading and filling shall be accomplished in a manner acceptable to the ENGINEER prior to the placement of seed and materials. Seed shall consist of a mixture of one part Red Top and 3 parts high grade Kentucky Bluegrass seed mixed together and broadcast at the rate of 2 lbs. to each 1,000 square feet of surface, to be seeded. Apply 2 tons of lime per acre. Apply 1500 pounds of 10-20-20 fertilizer per acre. Apply mulch at the rate of 2 tons per acre. Mulch shall be applied to all lawn areas regardless of the time seeded.

3.04 MULCHING

- A. Mulch materials, meeting the requirements of Part 2 of this Specification Section, shall be applied at the rate of 2 tons per acre.
- B. The mulch shall be stabilized by running a "weighted" disk harrow with disks set straight, over the area on the contour, after the mulch has been applied, so as to imbed or press a part of the straw into the soil sufficiently to hold it in place. On earth embankments or areas too steep for use of mechanized equipment, the mulch shall be held in place by using small stakes and twine or other

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method acceptable to the ENGINEER. The blown-on bituminous-treated straw mulch method of placing the mulch, as specified in Section 212.06.03, Method 2 of the Standard Specifications for Road and Bridge Construction of the Kentucky Transportation Cabinet Department of Highways, will be an acceptable placing method.

- C. Mesh, netting or other special protective cover shall be at locations as shown on the Drawings and shall be installed according to the manufacturer's recommendations.

END OF SECTION

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