

**LEXINGTON**

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**CONTRACT  
DOCUMENTS  
AND  
SPECIFICATIONS**

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**PROJECT NAME: 2018 CONSTRUCTION UNIT PRICE CONTRACT**

**LFUCG Bid No.: 131-2018**

**PREPARED BY: DIVISION OF ENGINEERING,  
DEPARTMENT OF PLANNING, PRESERVATION AND DEVELOPMENT  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
101 E. VINE STREET, LEXINGTON, KY 40507**

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**2018 Construction Unit Price Contract**

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## ADVERTISEMENT FOR BIDS

### 1. INVITATION

Sealed proposals for the following work will be received by the Lexington-Fayette Urban County Government (LFUCG) until 2:00 p.m., local time, **October 15, 2018**, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, conditions (general and special), specifications, IonWave Q&A, and/or the drawings prepared by and for Lexington-Fayette Urban County Government, Division of Engineering. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be publicly opened and read aloud.

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

### 2. DESCRIPTION OF WORK

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-6, Part III, Form of Proposal, of this document, for various small projects such as roadway construction, repair, sidewalks, storm water or sanitary sewer improvements in Lexington-Fayette County, Kentucky at work sites to be determined plus incidentals necessary to complete the work.

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

Specifications, Plans, and Bid Documents may be examined at the following places:

LFUCG  
Division of Central Purchasing  
200 East Main Street, Third Floor, Rm 338  
Lexington, Kentucky 40507  
(859) 258-3320

LFUCG  
Division of Engineering  
101 East Vine Street, 4<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3410



**4. METHOD OF RECEIVING BIDS**

Bids will be received from Prime Contracting firms on a **Line Item Unit Price basis**. The Bidder is not required to bid on every item listed on Bid Schedule. Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Information for Bidders, Form of Proposal, General Conditions, and Special Conditions.

Sealed bids shall be clearly marked on the outside of the container as follows: Company Name and Address, Bid Invitation Number, and the Project Name. Bids are to remain sealed until official Bid closure time.

Mailed bids/proposals should be sent to the Director, Division of Central Purchasing, 200 East Main Street, Lexington, KY 40507.

**5. METHOD OF AWARD**

All qualified responsible bidders will be included in the overall award. Individual projects utilizing the prices of this contract will generally be offered to the lowest bidder able to provide all work elements of the project. It is anticipated that a Project Contract will be awarded to the lowest, qualified responsible bidder for the total Project area, according to the alternative(s) selected by the OWNER.

**6. BID WITHDRAWAL**

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

**7. BID SECURITY**

No bid security is required at the time of submission.

**8. SUBMISSION OF BIDS**

CONTRACTORS shall submit their bids to the Lexington-Fayette Urban County Government, Division of Purchasing, Third Floor, 200 East Main Street, Lexington, Kentucky 40507. Bids shall be submitted in a sealed envelope not later than 2:00 p.m. local time, **October 15, 2018**. Sealed proposals shall be clearly marked on the outside of the container as follows: Company Name and Address, Bid Invitation Number, and Project Name to be opened at 2:00 p.m. local time **October 15, 2018**. Bids are to remain sealed until official Bid closure time. Bids received after the scheduled closing time for receipt of bids will not be considered and will be returned unopened.

**9. RIGHT TO REJECT**

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

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

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

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

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

All submissions should be directed to:

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

**11. NOTICE CONCERNING MWDBE and Veteran GOALS**

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs, and set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-Owned Small Businesses. The goals for the utilization of Disadvantaged Business Enterprises and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractor(s) who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprise and Veteran-Owned Small  
Businesses as Subcontractors contact:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
859-258-3323  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

**END OF SECTION**

**PART II**  
**INFORMATION FOR BIDDERS**

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## hPART II

### INFORMATION FOR BIDDERS

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

The Lexington-Fayette Urban County Government (herein called the OWNER) invites bids from firms on the project described in the Advertisement for Bids. The OWNER will receive bids at the Division of Purchasing, at the time and in the manner set forth in the Advertisement for Bids, and the Bids will then be publicly opened and read aloud. The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual time and date of the bid opening, but OWNER may, in its sole discretion, release any bid and return the Bid Security prior to that date.

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

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

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

#### **3. SUBCONTRACTS**

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

#### 4. QUALIFICATION OF BIDDER

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

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

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

- A. If the OWNER requires filling out a detailed financial statement, the bidder may provide its current certified financial statement(s) for the required time interval.
- B. Corporate firms are required to be registered and in good standing with the requirements and provisions of the Office of the Secretary of State, Commonwealth of Kentucky.
- C. Good standing with Public Works Act - any CONTRACTOR and/or subcontractors in violation of any wage or work act provisions (KRS 337.510 to KRS 337.550) are prohibited by Statutory Act (KRS 337.990) from bidding on or working on any and all public works contracts, either in their name or in the name of any other company, firm or other entity in which he might be interested. No bid from a prime contractor in violation of the Act can be considered, nor will any subcontractor in violation of the Act be approved and/or accepted. The responsibility for the qualifications of the subcontractor is solely that of the prime contractor.
- D. Documents Required of CONTRACTOR - (1) A sworn statement signed by the President or owner of the Company regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.

- E. Optional OWNER Requirements - The OWNER, at its discretion, may require the BIDDER/CONTRACTOR to provide: (1) a current detailed financial statement for a period including up to 3 prior years; (2) financial security or insurance in amounts and kinds acceptable to the OWNER to meet the financial responsibility requirements for the CONTRACTOR to indemnify the OWNER. (3) Additional information and/or DBE work force data, as well as DBE participation data.

**Each bidder agrees to waive any claim it has or may have against the Owner, the Consultant, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.**

**5. BID SECURITY**

No bid security is required.

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

Not applicable.

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

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract Document. Bidder must agree also to pay **\$250** per day as liquidated damages, or the sum as specified by the Section 108, KDOH Standard Specifications, current edition, for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

**8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

- B. Bidders should examine the requirements of section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for

performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

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

## 9. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation or questions concerning this bid shall be submitted via IonWave at <https://lexingtonky.ionwave.net>, and to be given consideration must be received prior to **12:00 pm, October 5, 2018**. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. Acknowledgement of the receipt of addenda must be included with all submitted bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

## 10. SECURITY FOR FAITHFUL PERFORMANCE

- A. A Performance Bond will be required before beginning work for the total cost of the work if the total cost of the work is greater than \$50,000. Any additional work will also require additional Performance Bonds in the amount of 100% of work issued at that time. Prior to issuance of a specific Project Purchase Order, the Contractor shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.

The CONTRACTOR is allowed to recapture the cost of the bonds, for up to 5% of the total cost of work as shown in the Form of Proposal.

- B. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverage's, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.



- C. **Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later). Each document will be for 100% of the Contract Bid Amount.**
- D. CONTRACTOR shall also be required to provide current Insurance Certificates, simultaneously with Performance Bonds, which meet the requirement of these specifications before beginning work that is issued to the CONTRACTOR. This applies to all projects as they occur.

#### **11. POWER OF ATTORNEY**

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

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

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

#### **13. LAWS AND REGULATIONS**

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

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

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

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

Federal wage rates and regulations, if required for this Project, will be negotiated at the time of awarding the project.

**16. AFFIRMATIVE ACTION PLAN**

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

1. Affirmative Action Plan of the firm
2. Current Work Force Analysis Form
3. Good Faith Effort Documentation
4. List of Disadvantaged Business Enterprise Subcontractors and the Dollar Value of each Subcontract

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

All submissions should be directed to:

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

**17. CONTRACT TIME**

Unit Price Contract (UPC) is anticipated to be in effect for one year with the option of renewing it for another year. For individual projects undertaken under this UPC, the time to completion for each project will be agreed upon between the OWNER and the CONTRACTOR and reflected in the Notice to Proceed.

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

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

any such application by the CONTRACTOR and consideration by the ENGINEER and OWNER is set forth in the General Conditions.

**19. ALTERNATE BIDS**

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

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

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

**20. SIGNING OF AGREEMENT**

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

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

**A. Outreach for MWDBE(s)**

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

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

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
mclark@lexingtonky.gov

B. Bid Bond Assistance for MWDBE(s)

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

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

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

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
mclark@lexingtonky.gov

D. MWDBE Subcontractors

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

For a list of eligible subcontractors, please contact:

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

## 22. LFUCG NON-APPROPRIATION CLAUSE

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

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

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

## 23. REQUIRED SUBMITTALS

The following must be submitted with your bid at **minimum** or your bid may be considered non-responsive and rejected:

- Part III-
  - Form of Proposal
  - Legal Status of Bidder
  - Bidder's Affidavit (must be signed and notarized)
  - Bid Schedule (w/original signature)
  - Bid Schedule (electronic submittal in .xls format on a CD or flashdrive)
  - Statement of Bidder's Qualifications
  - List of proposed subcontractors (excluding percentages)
  - LFUCG MBE/WBE Participation Form (filled out as completely as possible)
  - MBE/WBE Quote Summary Form (filled out as completely as possible)
  - LFUCG Statement of Good Faith Efforts
  - Authentication of Bid and Statement of Non-Collusion/Non-Conflict
  - Statement of Experience
  - EEO Agreement
  - EEO Affirmative Action Policy
  - Workforce Analysis Form
  - Evidence of Insurability Form or Certificate of Insurance
  - Debarred Firms Form
  - Debarment Certification
  - Printed Version of Excel Spreadsheet with Unit Prices

Note: Applicable to Unit Price Contract (UPC) bidding, the following forms, (some of which will be partially completed and submitted with the original bid), will be required in full when a specific project is Awarded:

- Part III –
  - List of Proposed Subcontractors, (including percentages)
  - LFUCG MBE/WBE Participation Form
  - LFUCG MBE/WBE Substitution Form (if MBE/WBE is not listed on the original Participation Form)
  - MBE/WBE Quote Summary Form
  - LFUCG MBE/WBE Subcontractor Monthly Payment Report
  - LFUCG Statement of Good Faith Efforts

#### **24. TECHNICAL CHANGES MADE TO THE 2016 UPC FOR THE 2018 UPC**

The following revisions were made to the technical specification and standard drawing for the 2018 UPC contract submittal.

- A. Technical Specification, Section B-Maintenance of Traffic  
A minor edit to the Measurement and Payment paragraph was made to clarify when payment for this item applies.
- B. Technical Specification, Section 21, Curb and Drop Box Inlet.  
Provisions are made in the specification for field-constructed curb and drop box inlet covers, and shall be paid for at the contract unit costs for formed concrete and steel, with additional cost-plus compensation for castings.
- C. Technical Specification 25. Storm Sewer Pipe  
The specification was updated with currently applicable ASTM requirements.
- D. Technical Specification 26. Internal Inspection of Sewer Pipe: CCTV  
The specification was updated with currently applicable ASTM requirements.
- E. Technical Specification 35. Sanitary Sewer  
Steel casing pipe and related ancillaries are added to this specification section. If utilized in a contract, it will be furnished and installed on a reimbursable labor and materials basis.
- F. Technical Specification 58. Thermoplastic Pavement Striping.  
New specification section and corresponding bid items.
- G. Technical Specification, Section 59.3, Bulb-Outs, Basis of Payment.  
Delete asphalt repair (Formerly Bid Item 166.) and replace with bituminous base and bituminous surface.
- H. LFUCG Standard Drawings

A revision to the 2008 Standard Drawings was released in 2017 and is incorporated into these Contract Documents.

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

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**PART III**

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**Invitation to Bid No. 131-2018**

**2018 Construction Unit Price Contract**

**1. FORM OF PROPOSAL**

Place: Lexington, Kentucky

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

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

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

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

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

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for **2018 Construction Unit Price Contract** having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue purchase orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under agreed-to Purchase Order accepted under this Contract and to complete the Project(s) within the time provided by the Purchase Order.

The Bidder hereby acknowledges receipt of the following addenda:

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

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

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

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

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

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

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

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

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

2. **LEGAL STATUS OF BIDDER**

Bidder \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

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

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

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

3. **BIDDERS AFFIDAVIT**

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

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the bid or is the authorized representative of \_\_\_\_\_, the entity submitting the bid (hereinafter referred to as "Bidder").
  2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
  3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
  4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
  5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
  6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
  7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.
- Further, Affiant sayeth naught.

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

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

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

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

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

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

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

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

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

In addition to completing the following schedule of values, Bidders shall enter their unit prices on the attached Excel spreadsheet (Available through the LFUCG IonWave Procurement website), titled *2018 Construction Unit Price Contract Bid Schedule.xls*, and submit it with their bid on a CD or flash drive. Any discrepancies between entries in the table below and the electronic spreadsheet will defer to the unit price as written in the schedule below.

**The Bidder is not required to bid on every item listed in the bid schedule. In instances where the Bidder chooses not to bid on a specific item, the Bidder shall enter the phrase “no bid” in the unit price column for that respective item. However, Bidders are cautioned that failure to submit a unit bid price on an item will disqualify the Bidder from any project requiring that item, even if they have submitted unit bid prices for all other work items pertaining to that particular project.**

Unit prices shall be clearly written in numerical format to the penny (\$ XX.xx) . Any entries deemed illegible shall be treated as a no-bid.

**IN ADDITION TO COMPLETING THE LINE ITEM UNIT PRICES BELOW, BIDDERS MUST COMPLETE THE EXCEL SPREADSHEET AVAILABLE ON THE LFUCG IONWAVE PROCUREMENT at <https://lexingtonky.ionwave.net/Login.aspx> WEBSITE AND RETURN IT WITH THEIR SUBMITTAL ON A CD OR FLASH DRIVE.**

#	Item	Unit	Unit Price
1	Excavation and Placement	CY	
2	Embankment	CY	
3	Rock Excavation (Mechanical)	CY	
4	Remove Portland Cement Concrete Pavement	SY	
5	Remove Curb and Gutter	LF	
6	Remove Sidewalk, Entrance Pavement	SY	
7	Remove Bituminous Concrete Pavement	SY	
8	Remove Pipes less than 24" - up to 8' deep	LF	
9	Remove Pipes 30"- 48" - up to 8' deep	LF	
10	Remove Fence	LF	
11	Remove Headwalls and Inlet Structures	EA	
12	Remove Tree ( 5" dia. to 12" dia.)	EA	
13	Remove Tree (>12" dia. to 24" dia.)	EA	

14	Remove Tree (>24" dia. to 36" dia.)	EA
15	Remove Tree (>36" dia. and up)	EA
16	Dense Graded Aggregate Base	TN
17	No. 2 Stone	TN
18	No. 9 Stone	TN
19	No. 57 Stone	TN
20	Steel Reinforcement for Concrete	LB
21	Unfinished Concrete less than 10 CY	CY
22	Unfinished Concrete more than 10 CY	CY
23	Formed Class A Concrete less than 10 CY	CY
24	Formed Class A Concrete more than 10 CY	CY
25	4-1/2" Concrete Sidewalk	SY
26	6" Concrete Sidewalk	SY
27	6" Concrete Entrance Pavement	SY
28	Sidewalk Ramp	SY
29	Header Curb	LF
30	Curb and Gutter, Type 1	LF
31	Curb and Gutter, Type 4	LF
32	Bituminous Pavement Milling and Texturing	TN
33	Bituminous Base	TN
34	Class I, Bituminous Surface less than 50 tons	TN
35	Class I, Bituminous Surface greater than 50 tons	TN
36	Bituminous Material for Tack	TN
37	Type A Surface Inlet	EA
38	Type B Surface Inlet	EA
39	Curb Box Inlet Type A (LFUCG)	EA
40	Curb Box Inlet Type B (LFUCG)	EA
41	Curb Box Inlet Type C (LFUCG)	EA
42	Curb Box Inlet Type D (LFUCG)	EA
43	Curb Box Inlet Type B (KDOH)	EA
44	Drop Box Inlet Type 13 (KDOH)	EA
45	Drop Box Inlet Type 16 (KDOH)	EA
46	Lex Storm Sewer Manhole (4' dia.) (0-8' No rock)	EA

47	Lex Storm Sewer Manhole (5' dia.) (0-8' No rock)	EA	
48	Lex Storm Sewer Manhole (6' dia.) (0-8' No rock)	EA	
49	Pipe Tie-in into Manhole or Curb Box Inlet	EA	
50	15" RCP Storm Sewer (0-8' No rock)	LF	
51	18" RCP Storm Sewer (0-8' No rock)	LF	
52	24" RCP Storm Sewer (0-8' No rock)	LF	
53	30" RCP Storm Sewer (0-8' No rock)	LF	
54	36" RCP Storm Sewer (0-8' No rock)	LF	
55	42" RCP Storm Sewer (0-8' No rock)	LF	
56	48" RCP Storm Sewer (0-8' No rock)	LF	
57	15" HDPE Storm Sewer (0-8' No rock)	LF	
58	18" HDPE Storm Sewer (0-8' No rock)	LF	
59	24" HDPE Storm Sewer (0-8' No rock)	LF	
60	30" HDPE Storm Sewer (0-8' No rock)	LF	
61	36" HDPE Storm Sewer (0-8' No rock)	LF	
62	15" PP Storm Sewer (0-8' No rock)	LF	
63	18" PP Storm Sewer (0-8' No rock)	LF	
64	24" PP Storm Sewer (0-8' No rock)	LF	
65	30" PP Storm Sewer (0-8' No rock)	LF	
66	36" PP Storm Sewer (0-8' No rock)	LF	
67	15" Elliptical RCP Storm Sewer	LF	
68	18" Elliptical RCP Storm Sewer	LF	
69	24" Elliptical RCP Storm Sewer	LF	
70	30" Elliptical RCP Storm Sewer	LF	
71	36" Elliptical RCP Storm Sewer	LF	
72	42" Elliptical RCP Storm Sewer	LF	
73	48" Elliptical RCP Storm Sewer	LF	
74	Internal Inspection of Sewer Pipe: CCTV	LF	
75	15" Straight Headwall - Standard or Raised	EA	
76	18" Straight Headwall - Standard or Raised	EA	
77	24" Straight Headwall - Standard or Raised	EA	
78	15" Pipe Culvert Headwall	EA	
79	18" Pipe Culvert Headwall	EA	

80	24" Pipe Culvert Headwall	EA	
81	30" Pipe Culvert Headwall	EA	
82	36" Pipe Culvert Headwall	EA	
83	42" Pipe Culvert Headwall	EA	
84	48" Pipe Culvert Headwall	EA	
85	18" Sloped and Flared Box Inlet-Outlet	EA	
86	24" Sloped and Flared Box Inlet-Outlet	EA	
87	30" Sloped and Flared Box Inlet-Outlet	EA	
88	36" Sloped and Flared Box Inlet-Outlet	EA	
89	15" Impact Stilling Basin	EA	
90	18" Impact Stilling Basin	EA	
91	24" Impact Stilling Basin	EA	
92	30" Impact Stilling Basin	EA	
93	36" Impact Stilling Basin	EA	
94	48" Impact Stilling Basin	EA	
95	Bottom Paved Ditch	SY	
96	Aggregate Channel Lining for Slope Protection	TN	
97	Seeding and Protection	SY	
98	Sodding	SY	
99	Gabion Mattress Channel Lining	CY	
100	4" HDPE Perforated Pipe	LF	
101	6" HDPE Perforated Pipe	LF	
102	4" PVC Pipe	LF	
103	6" PVC Pipe	LF	
104	8" PVC Sanitary Sewer (0-8' No Rock)	LF	
105	10" PVC Sanitary Sewer (0-8' No Rock)	LF	
106	12" PVC Sanitary Sewer (0-8' No Rock)	LF	
107	15" PVC Sanitary Sewer (0-8' No Rock)	LF	
108	18" PVC Sanitary Sewer (0-8' No Rock)	LF	
109	8" Ductile Iron Sewer Pipe (0-8' No Rock)	LF	
110	10" Ductile Iron Sewer Pipe (0-8' No Rock)	LF	
111	12" Ductile Iron Sewer Pipe (0-8' No Rock)	LF	
112	14" Ductile Iron Sewer Pipe (0-8' No Rock)	LF	



113	Sanitary Sewer By-Pass Pumping	DAY
114	Two Way Sewer Service Cleanout	EA
115	4"x 8" Sanitary Sewer Tee & up to 6' of lateral pipe	EA
116	6"x 8" Sanitary Sewer Tee & up to 6' of lateral pipe	EA
117	Lex Sanitary Sewer Manhole (4' dia.) (0-8' No rock)	EA
118	Lex Sanitary Sewer Manhole (5' dia.) (0-8' No rock)	EA
119	Lex Sanitary Sewer Manhole (6' dia.) (0-8' No rock)	EA
120	Sanitary Sewer Manhole MIC Protection	VF
121	Manhole-Additional vertical depth > 8' (4' dia.)	VF
122	Manhole-Additional vertical depth > 8' (5' dia.)	VF
123	Manhole-Additional vertical depth > 8' (6' dia.)	VF
124	Manhole-Additional for adjustable frame and cover	EA
125	Woven Wire Fence 4' height	LF
126	Chain Link Fence 4' height	LF
127	Privacy Fence (installation)	LF
128	Backhoe (small) with Operator	HR
129	Dump Truck (single axle) with driver	HR
130	Dump Truck (tri-axle) with driver	HR
131	Jackhammer with Operator	HR
132	Skid Loader with Operator	HR
133	Check Dam	TN
134	Sediment Trap	CY
135	Sediment Pond	CY
136	Silt Fence	LF
137	Storm Drain Inlet Protection	EA
138	Filter Strip	SY
139	Stream Crossing	EA
140	Pump-Around Flow Diversion	DAY
141	Construction Dewatering	DAY
142	Geotextile Construction Type I	SY
143	Geotextile Construction Type II	SY
144	Geotextile Construction Type III	SY
145	Geotextile Construction Type IV	SY

146	Edge Key	LF
147	Pipe Plugging for Pipes less than or equal to 24"	EA
148	Pipe Plugging for Pipes 30"- 48"	EA
149	Flowable Fill	CY
150	Fiber Reinforced PCC Pavement	CY
151	Single Block Masonry Retaining Wall	SF
152	Degradable Erosion Control Mat	SY
153	Turf Reinforcement Mat	SY
154	Project Sign	EA
155	Steel W Beam Guardrail and End Treatments	LF
156	Articulating Concrete Block	SY
157	Reinf Conc Pipe Crack Repairs and Manhole Rehab	LF
158	Saw cutting	LF
159	Precast Reinforced Concrete Box Culvert 3' X 2'	LF
160	Precast Reinforced Concrete Box Culvert 3' X 3'	LF
161	Precast Reinforced Concrete Box Culvert 4' X 2'	LF
162	Precast Reinforced Concrete Box Culvert 4' X 3'	LF
163	Detectable Warning Surface Tile-Overlay	SF
164	Detectable Warning Surface Tile-Imbedded	SF
165	Thermoplastic Pavement Striping - White or Yellow	LF
166	Removal of Existing Pavement Striping	LF
167	Bulb-out: Gutter Cover	LF
168	Bulb-out: Asphalt Repair	SF
169	Grader with Operator	HR
170	Roller/Compactor with Operator	HR
171	Furnish and Place Topsoil	CY
172	Spreading Stockpiled Topsoil	CY
173	2" PVC Conduit Under Non-traffic Surface	LF
174	2" PVC Conduit Under Roadway or Driveway	LF
175	Junction Box, KYTC Type A	EA
176	Junction Box, KYTC Type C	EA
177	Pedestal Base for Pedestrian Pole	EA

Payment and Performance Bond Cost, required for Projects over \$50,000 5.0% Allowance of Total Project Cost* * See Special Conditions, Section 6, Payment for Cost of P&P Bonds	5.0 % max.
Unspecified, Incidental Materials at Cost Plus 15% Overhead and Profit (To be submitted as Contract progresses and as needed) * See Special Conditions, Section 7, Payment for Unspecified Materials and Labor.  Check if interested	_____
Unspecified, Incidental Labor at Direct Wages Plus Certified Overhead Plus 15% Profit (To be submitted as Contract progresses and as needed) * See Special Conditions, Section 7, Payment for Unspecified Materials and Labor.  Check if interested	_____
Minimum Project Total For Which Contractor will consider the project. (See Special Conditions, Section 2, Contractors Performance)	\$ _____

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

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

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

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

**Table of Incremental Costs for Mobilization and Additional Services**

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

Submitted by:

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

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

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

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

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

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

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

\_\_\_\_\_  
*Fax #*

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

OFFICIAL ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

(Attach Separate Sheet If Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

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

Signed: \_\_\_\_\_(Representative of Surety)

8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

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

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

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

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

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

11. DBE Participation on current bonded projects under contract:

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

(USE ADDITIONAL SHEETS IF NECESSARY)

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

**6. LIST OF PROPOSED SUBCONTRACTORS**

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

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

(Attach additional sheet(s) if necessary.)



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

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

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

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

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shirie Hawkins UK SBDC	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Sheila Eagle	<a href="mailto:Sheila.Eagle@ky.gov">Sheila.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwvoc.org">janet@nwvoc.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paaatricem@keynewsjournal.com">paaatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference # \_\_\_\_\_**

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

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

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

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

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

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

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



**LFUCG MWDBE SUBSTITUTION FORM**

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title





**MWDBE QUOTE SUMMARY FORM**

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFP/Quote #** \_\_\_\_\_  
**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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

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

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

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

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

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

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

- \_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
  
- \_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
  
- \_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
  
- \_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
  
- \_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
  
- \_\_\_\_\_ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

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

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

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

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

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

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

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

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

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

9. STATEMENT OF EXPERIENCE

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

**10. EQUAL OPPORTUNITY AGREEMENT**

The Law

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

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

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

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

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

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped, and aged persons.

\_\_\_\_\_  
Signature

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



The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

#### KRS 45.610. Hiring minorities – Information required

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

#### KRS 45.620. Action against contractor – Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 – 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

**12. WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

Categories	Total		White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Administrators																			
Professionals																			
Superintendents																			
Supervisors																			
Foremen																			
Technicians																			
Protective Service																			
Para-Professionals																			
Office/Clerical																			
Skilled Craft																			
Service/Maintenance																			
<b>Total:</b>																			

Prepared by: \_\_\_\_\_

(Name and Title)

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

Revised 2015-Dec-15

**13. EVIDENCE OF INSURABILITY**

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

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

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

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

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

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

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

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

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

**14. DEBARRED FIRMS**

**PROJECT NAME:** \_\_\_\_\_

**BID NUMBER:** \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**15. DEBARMENT CERTIFICATION**

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

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

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

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

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

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

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

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

END OF SECTION

**PART IV**

**GENERAL CONDITIONS**

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END OF SECTION

## PART IV

### GENERAL CONDITIONS

#### 1. DEFINITIONS

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

**1.1 Addenda**

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

**1.2 Agreement**

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

**1.3 Application for Payment**

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

**1.4 Bid**

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

**1.5 Bidder**

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

**1.6 Bonds**

Performance and payment bonds and other instruments of security.

**1.7 Calendar Day**

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

**1.8 Change Order**

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

**1.9 Contract Documents**

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

**1.10 Contract Unit Price**

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

**1.11 Contract Time**

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

**1.12 CONTRACTOR**

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

**1.13 Defective**

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

**1.13 Drawings**

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

**1.15 Effective Date of the Agreement**

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

**1.16 CONSULTANT**

The authorized representative of the responsible division with the Lexington-Fayette Urban County Government.

**1.17 Field Order**

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

**1.18 Giving Notice**

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

**1.19 Inspector**

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

**1.20 Laws and Regulations**

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

**1.21 Notice of Award**

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

**1.22 Notice to Proceed**

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

**1.23 OWNER**

The Lexington-Fayette Urban County Government.

**1.24 Partial Utilization**

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

**1.25 Project**

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

**1.26 Shop Drawings**

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

**1.27 Specifications**

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

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

**1.28 Standard Specifications**

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

**1.29 Subcontractor**

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

**1.30 Special Conditions**

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

**1.31 Supplier**

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

**1.32 Underground Facilities**

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

**1.33 Unit Price Work**

Work to be paid for on the basis of unit prices.

**1.34 Work**

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

**1.35 Time Period**

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



## 2. PRELIMINARY MATTERS

### 2.1 Delivery of Bonds

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

### 2.2 Copies of Documents

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

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

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

### 2.4 Starting the Project

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

### 2.5 Before Starting Construction

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

### 2.6 Submittal of Schedules

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

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

2.6.2 a preliminary schedule of Shop Drawing submissions; and

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

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

**2.7 Preconstruction Conference**

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

**2.8 Finalizing Schedules**

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

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

**3.1 General**

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

**3.2 Intent**

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

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

### **3.3 Conflicts**

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

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

#### Dimensions

1. Plan
2. Calculated
3. Scaled

#### Documents

1. Field and Change Orders
2. Addenda
3. Plans
4. Standard Drawings
5. Supplemental Specifications
6. Standard Technical Specifications
7. Special Conditions
8. Agreement
9. Instruction to Bidders
10. General Conditions

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

**3.4 Amending and Supplementing Contract Documents**

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

**3.5 Reuse of Documents**

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

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

**4.1 Availability of Lands**

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

**4.2 Physical Conditions**

**4.2.1 Explorations and Reports**

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

**4.2.2 Existing Structures**

Reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3 which are at or contiguous to the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions

If CONTRACTOR believes that:

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

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

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

4.2.4 CONSULTANT'S Review

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

4.2.5 Possible Document Change

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

4.2.6 Possible Price and Time Adjustments

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

**4.3 Physical Conditions-Underground Facilities**

4.3.1 Shown or Indicated

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

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

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

4.3.2 Not Shown or Indicated

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

**4.4 Reference Points**

OWNER shall provide engineering surveys to establish reference points for construction which in CONSULTANT'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to CONSULTANT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be

responsible for the accurate replacement or relocation of such reference points by a Registered Land Surveyor.

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

### **5.1 Supervision**

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner toward the CONSULTANT and the general public. CONTRACTOR shall keep at the Project Site during the progress of the Work a competent project manager/superintendent and all necessary assistants, all of whom shall be satisfactory to OWNER. OWNER reserves the right to reject CONTRACTOR'S construction superintendent and project management personnel if they are unsatisfactory to OWNER and upon such rejection CONTRACTOR shall designate and provide competent successors. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

### **5.2 Superintendence**

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

### **5.3 Labor**

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

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

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

#### **5.5 Materials and Equipment**

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

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

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

##### **5.5.2 Coordination of Work**

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

#### **5.6 Adjusting Progress Schedule**

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



## 5.7 Substitutes or “Or-Equal” Items

### 5.7.1 General

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/CONSULTANT if sufficient information is submitted by CONTRACTOR to allow OWNER/CONSULTANT to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/CONSULTANT will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/CONSULTANT from anyone, other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER/CONSULTANT for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR’S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/CONSULTANT in evaluating the proposed substitute. OWNER/CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR’S expense additional data about the proposed substitute.

### 5.7.2 Substitutes

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

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

5.7.3 OWNER/CONSULTANT'S Approval

OWNER/CONSULTANT will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/CONSULTANT'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/CONSULTANT will record time required by OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/CONSULTANT accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants for evaluating each proposed substitute.

**5.8 Subcontractors, Suppliers, and Others**

5.8.1 Acceptable to CONSULTANT

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

5.8.2 Objection After Due Investigation

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

OWNER or CONSULTANT of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or CONSULTANT to reject defective Work.

5.8.3 Contractor Responsible for Acts of Subcontractors

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

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

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

5.8.4 Division of Specifications

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

5.8.5 Agreement Between Contractor and Subcontractors

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

5.8.6 Statements and Comments by CONTRACTOR

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

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

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

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

**5.9 Patent Fees and Royalties**

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

**5.10 Permits**

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

## **5.11 Laws and Regulations**

### **5.11.1 CONTRACTOR to Comply**

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

### **5.11.2 Specifications and Drawings at Variance**

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

Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

## **5.12 Taxes**

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

## **5.13 Use of Premises**

### **5.13.1 Project Site**

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

land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and CONSULTANT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or CONSULTANT to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

#### 5.13.2 Clean UP

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

#### 5.13.1 Loading of Structures

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

### 5.14 **Record Drawings**

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

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

#### 5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying

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

5.15.2 Sample Submittals

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

5.15.3 Review by CONTRACTOR

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

5.15.4 Notice of Variation

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

5.15.5 CONSULTANT'S Approval

CONSULTANT will review and approve with reasonable promptness Shop Drawings and samples, but CONSULTANT'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or

procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by CONSULTANT, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by CONSULTANT on previous submittals.

**5.15.6 Responsibility for Errors and Omissions**

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

**5.15.7 Cost of Related Work**

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

**5.16 Continuing the Work**

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

**5.17 Erosion and Sediment Control**

**5.17.1 General Environmental Requirements**

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

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



5.17.2 Stormwater Pollution Prevention

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

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

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

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

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

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

## **6. OTHER WORK**

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

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

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

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

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

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

### **6.4 Coordination**

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

responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Special Conditions.

## **7. OWNER'S RESPONSIBILITIES**

### **7.1 Communications**

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

### **7.2 Data and Payments**

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

### **7.3 Lands, Easements, and Surveys**

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

### **7.4 Change Orders**

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

### **7.5 Inspections, Tests and Approvals**

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

### **7.6 Stop or Suspend Work**

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

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

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

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

### **8.2 Visits to Site**

CONSULTANT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CONSULTANT will not be required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the Work. CONSULTANT'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, CONSULTANT will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

**8.3 Project Representation**

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

**8.4 Clarifications and Interpretations**

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

**8.5 Authorized Variations in Work**

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

**8.6 Rejecting Defective Work**

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

**8.7 Shop Drawings**

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

**8.8 Change Orders**

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

**8.9 Payments**

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

**8.10 Determinations for Unit Prices**

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

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

**8.11 Decision on Disputes**

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

**8.12 Limitations on CONSULTANT's Responsibilities**

**8.12.1 CONTRACTOR, Supplier, or Surety**

Neither CONSULTANT'S authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by CONSULTANT in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

**8.12.2 To Evaluate the Work**

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

8.12.3 CONTRACTOR'S Means, Methods, Etc.

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

8.12.4 Acts of Omissions of CONTRACTOR

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

**9. CHANGES IN THE WORK**

**9.1 OWNER May Order Change**

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

**9.2 Claims**

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

**9.3 Work Not in Contract Documents**

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

**9.4 Change Orders**

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

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

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

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

**9.5 Notice of Change**

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

**10. CHANGE OF CONTRACT PRICE**

**10.1 Total Compensation**

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

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

The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

**10.3 Value of Work**

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

**10.3.1 Unit Prices**

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

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

10.3.2 Lump Sum

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

10.3.3 Cost Plus Fee

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

**10.4 Cost of the Work**

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

10.4.1 Payroll Costs

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

10.4.2 Materials and Equipment Costs

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



#### 10.4.3 Subcontractor Costs

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

#### 10.4.4 Special Consultant Costs

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

#### 10.4.5 Supplemental Costs

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

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

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

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

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

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

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

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

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

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

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

10.5.1 Costs of Officers and Executives

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

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

10.5.2 Principal Office

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

10.5.3 Capital Expense

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

10.5.4 Bonds and Insurance

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

10.5.5 Costs Due to Negligence

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

10.5.6 Other Costs

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

**10.6 Contractor's Fee**

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

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

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

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

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

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

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

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

**10.7 Itemized Cost Breakdown**

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

**10.8 Cash Allowances**

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

10.8.1 Materials and Equipment

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

10.8.2 Other Costs

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

10.8.3 Change Order

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

**10.9 Unit Price Work**

10.9.1 General

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

10.9.2 Overhead and Profit

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

10.9.3 Claim for Increase in Unit Price

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

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

### **11.1 Change Order**

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

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

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

### **11.3 Time Limits**

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

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

### **12.1 Warranty and Guarantee**

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

### **12.2 Access to Work**

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

## 12.3 Tests and Inspections

### 12.3.1 Timely Notice

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

### 12.3.2 Requirements and Responsibilities

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

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

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

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

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

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

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

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

#### 12.3.4 Covered Work

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

#### 12.3.5 CONTRACTOR'S Obligation

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

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

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

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

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

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

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



(including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

**12.7 Acceptance of Defective Work**

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

**12.8 OWNER May Correct Defective Work**

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

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

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

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

#### **13.2 Application for Progress Payment**

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

##### **13.2.1 Waivers of Mechanic's Lien**

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

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

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

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

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

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

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

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

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

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

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

#### **13.4.2 CONSULTANT'S Recommendation**

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

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

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

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

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

**13.5 Partial Utilization**

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

**13.6 Final Inspection**

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

**13.7 Final Application for Payment**

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

furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

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

#### **13.8.1 CONSULTANT'S Approval**

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

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

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of CONSULTANT, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 10 of Part II, Information for Bidders, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to CONSULTANT with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

### **13.9 CONTRACTOR'S Continuing Obligation**

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

Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

**13.10 Waiver of Claims**

The making and acceptance of final payment will constitute:

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

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

**14. SUSPENSION OF WORK AND TERMINATION**

**14.1 OWNER May Suspend Work**

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

**14.2 OWNER May Terminate**

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

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

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

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

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

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

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

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

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

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

OWNER may, after giving CONTRACTOR (and the surety) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by CONSULTANT and incorporated in a Change Order,

but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

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

**14.2.11** This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

**14.2.12** This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

**14.3 CONTRACTOR'S Services Terminated**

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

**14.4 Payment After Termination**

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

**14.5 CONTRACTOR May Stop Work or Terminate**

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or CONSULTANT fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and CONSULTANT, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if CONSULTANT has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and



CONSULTANT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

**15. MISCELLANEOUS**

**15.1 Claims for Injury or Damage**

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

**15.2 Non-Discrimination in Employment**

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

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

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

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

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

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

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

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

**15.3 Temporary Street Closing or Blockage**

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

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

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

**15.5 Clean-up**

Cleanup shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment, excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

**15.6 General**

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 12.1, 12.3.5, 13.3, and 15.2 and all of the rights and remedies available to OWNER and CONSULTANT thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies

available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

**15.7 Debris Disposal**

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

END OF SECTION

**PART V**

**SPECIAL CONDITIONS**

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**1. BLASTING**

Blasting shall not be allowed under this Contract.

**2. CONTRACTORS' PERFORMANCE**

If the CONTRACTOR refuses to perform on any two (2) consecutive projects or on any three (3) total projects, the CONTRACTOR may be removed from the list of CONTRACTORS considered for unit price contracts. Furthermore, the CONTRACTOR may be subsequently jeopardizing awarding of projects in the future.

**3. ASBESTOS CONCRETE PIPE PROVISIONS**

The CONTRACTOR shall take precautions when working near existing asbestos concrete water mains. Work near these facilities shall be coordinated with Kentucky American Water Company and any disturbance of asbestos concrete material shall be in accordance with federal, state and local requirements.

**4. FAILURE TO COMPLETE WORK ON TIME**

Should the Contractor fail or refuse to complete the work within the time specified in his Proposal and/or Contract (or extension of time granted by the OWNER), the Contractor shall pay liquidated damages in an amount set out in said Proposal and/or Contract. The amount of liquidated damages shall in no event be considered as a penalty, nor other than an amount agreed upon by the Contractor and the OWNER for damages, losses, additional engineering, additional resident representation and other costs that will be sustained by the OWNER, if the Contractor fails to complete the work within the specified time. Liquidated damages will be applied on a rate per day for each and every calendar day (Sundays and holidays included) beyond the Contract expiration date stipulated in the Contract Documents, considering all time extensions granted.

**5. KY DIVISION OF WATER/EPA PERMITS**

Contractor shall prepare and file the Notice of Intent, the Notice of Termination, and prepare and maintain the BMP (Best Management Practices) and SWPP (Storm Water Pollution Prevention) Plans. Payment shall be as described in the Technical Specifications, and per the *Table of Incremental Costs for Mobilization and Additional Services*, provided in Part III, *Form of Proposal*, of this Contract Document (immediately following the Bid Schedule).

**6. PAYMENT FOR COST OF PERFORMANCE AND PAYMENT BONDS**

Contrary to Article 10.5.4 of the General Conditions, direct payment for the Contractor's cost of Performance and Payment Bonds will be permitted.

Contract Agreements will automatically include an allowance for a Performance and Payment Bond at 5% of the total cost of work (sum of the extended line items costs). This shall be in effect when the total cost of work exceeds \$50,000.

Payment for the costs of Performance and Payment Bonds may generally be requested after the work is 20% complete. The contractor will furnish from his bonding agent a receipt verifying the cost of the bonds and a letter stating that the bonds are in effect and in good standing. Payment will be made for the actual cost of the bonds or 5% of the total contract cost (not including the bond), whichever is less.

For projects with less than 90 day contract time or a total bid price less than \$100,000, no early or separate repayment of bonding costs will be considered. In those cases, bond payment will be combined with final release of all retainage.

**7. PAYMENT FOR UNSPECIFIED MATERIALS AND LABOR**

At the bottom of the Bid Schedule, the Contractor is given the option to either accept or reject the opportunity to furnish materials not specified in a line item and/or perform additional labor not identified in a line item. If accepted, each will be paid at cost plus 15%.

Prior to purchase of a reimbursable material, the Contractor shall provide the Owner a written quote for the base cost of the material plus 15%, which the Owner will then either reject or approve. Reimbursement for materials will be approved for payment only after the Contractor furnishes the Owner receipts clearly identifying the material as being furnished for the specific project.

Prior to approval of reimbursable labor, the Contractor shall provide the Owner a written quote indicating the labor classification, labor rate (including benefits and overhead), an estimate of time: with these figures extended out to a cost plus 15%, which the Owner will then reject or approve.

Limits to the combined total cost of reimbursable material and labor (calculated after the reimbursable expenses are added in) are as follows:

15% for any project total <\$100,000,

10% for any project total between \$100,000 and \$200,000

\$20,000 max for any project between \$200,000 and \$250,000.

Contractors who decline to furnish materials and or work on a cost plus basis may disqualify themselves from a project requiring one or both of these additional items.

## **8. REQUIRED RISK MANAGEMENT PROVISIONS**

### **8.1 GENERAL**

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. CONTRACTOR means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. OWNER means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, Boards, consultants, assigns, volunteers and successors in interest.

### **8.2 INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

### **8.3 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.

### **8.4 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	\$1 million per occurrence, \$2 million aggregate
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00
Excess/Umbrella Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability and a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by LFUCG.
- e. The General Liability Policy shall include an XCU endorsement unless it is deemed not to apply by LFUCG.
- f. 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.
- g. 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.

### **8.5 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.

### **4. WEATHER RELATED DELAYS**

- A. The Project Completion date shall be established with the understanding that no extension of time will be granted for weather related delays that are within the average temperature or number of rain or snow days within a particular month. The average weather conditions shall be established by referencing the records of the National Oceanic and Atmospheric Administration (NOAA) and as defined herein.
- B. Extensions of inclement weather shall be granted only when the work affected must be on schedule at the time of delay. No time will be granted for work which is behind schedule in excess of the actual delay caused by the weather, assuming the work had been on schedule.
- C. Time granted for weather delays shall be requested on a monthly basis.

- D. The weather experienced at the project site during the contract period must be found to be unusually severe, that is more severe than the adverse weather anticipated for the project location during any given month. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.
- E. The anticipated adverse weather delays shall be based on the National Oceanic and Atmospheric Administration (NOAA) climatology ten year average for the Lexington Bluegrass Airport KY US location. The Mean Number of Days of daily precipitation using  $\geq 0.10$  will determine the base line for monthly anticipated adverse weather evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record the occurrence of actual adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the contractor's scheduled work date. The number of actual adverse weather delay days shall be calculated chronologically from the first to the last day of each month, and be recorded as full days. The number of actual adverse weather days greater than the number of anticipated adverse weather days, listed above, shall be the number of unusually severe weather days for the purposes of any contract extensions (actual adverse weather days - anticipated adverse weather days = unusually severe weather days.)
- F. Definitions:
1. "Unusually severe weather" - weather that is more severe than the adverse weather anticipated for the season or location involved.
  2. "Adverse weather" - atmospheric conditions at a definite time and place that are unfavorable to construction activities.

END OF SECTION

**PART VI**

**CONTRACT AGREEMENT**

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**PART VI**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 1st day of November, 2018, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **L-M Asphalt Partners Ltd dba ATS Construction**, doing business as a partnership 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 Contract Unit Prices quoted in the proposal by the CONTRACTOR, dated October 15, 2018, 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, IonWave Q&A and Contract Documents therefore as prepared by the ENGINEER for the Work Sites and Work subsequently identified by the OWNER and accepted by the CONTRACTOR.

**2. TIME OF COMPLETION**

The time period estimated and authorized by the OWNER for completion of the Work by the CONTRACTOR shall be that time period specified by an individual Purchase Order and Contract Agreement for each individual Work Site, adjusted as provided by the General Conditions. Commencement of the work and time to completion shall be as stated in the Contract Agreement.

**Contract Agreement to be completed for each individual Project:**

For the \_\_\_\_\_ Project 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 \_\_\_\_\_ (\_\_\_\_) calendar days. The time shall begin ten (10) days after the date specified in the Notice to Proceed with the Work. Failure to complete project within this time frame will obligate the OWNER to execute Liquidated Damages as described in Section 8 of this Agreement.

\*Bidder will strike out the inappropriate categories.

**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. 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 sixty (60) 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. LIQUIDATED DAMAGES**

It is mutually agreed by and between the parties hereto that time is of the essence when constructing projects under this Contract, and that there will be sustained by the OWNER damages, monetary and otherwise, in the event of delay in the completion of the Work hereby contracted. The CONTRACTOR will be held responsible to the OWNER for delays in completion of the Work

herein contracted beyond the date set for completion. Such monetary damage shall be deducted from the Contract sum in the amount of TWO HUNDRED FIFTY DOLLARS (\$250.00) per calendar day of such delay, or the sum as specified by the Section 108, KDOH Standard Specifications, current edition. If the Work contracted to be done shall not, in good faith, be commenced at the time specified, then the CONTRACTOR together with the Surety or Sureties upon the bond herein provided for, shall be liable for and shall pay to the OWNER all damages sustained by reason of such failure for breach of Contract, and the OWNER may immediately relet the Work involved.

**9. EXTRA WORK**

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

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

**SPECIFICATIONS**

PART NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 12
III	Form of Proposal	P 1 thru 40
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 9
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	TS 1 thru 148

From LFUCG Ion Wave Website: *2018 Construction Unit Price Contract Bid Schedule.xls*

- Appendix A (96) LFUCG Standard Drawings – Division of Engineering
- (3) LFUCG Standard Drawings – Traffic Engineering
- Appendix B (12) LFUCG Erosion and Sediment Control Standard Drawings
- Appendix C (31) KDOH Standard Drawings

**PLAN DRAWINGS**

Plan Drawings will be provided at the option of the Owner for specific Work Sites.



11. AGREEMENT OF PARTIES

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:

*Alan*  
Clerk of the Urban County Council

BY: *Linda Gorton*  
MAYOR

*[Signature]*  
(Witness)

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

(Seal)

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

*Paul E. Corum III*  
(Secretary)\*

BY: *Brian R. Billings*, PRESIDENT

*Richard L. Craycraft*  
(Witness)  
Richard L. Craycraft

Brian R. Billings, President  
(Title)

L-M Asphalt Partners, Ltd. dba ATS Construction  
3009 Atkinson Avenue, Suite 400  
Lexington, Kentucky 40509

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

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

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

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**PART VI**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 1st day of November, 2018, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Bluegrass Contracting Corporation**, doing business as 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 Contract Unit Prices quoted in the proposal by the CONTRACTOR, dated October 15, 2018, 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, IonWave Q&A and Contract Documents therefore as prepared by the ENGINEER for the Work Sites and Work subsequently identified by the OWNER and accepted by the CONTRACTOR.

**2. TIME OF COMPLETION**

The time period estimated and authorized by the OWNER for completion of the Work by the CONTRACTOR shall be that time period specified by an individual Purchase Order and Contract Agreement for each individual Work Site, adjusted as provided by the General Conditions. Commencement of the work and time to completion shall be as stated in the Contract Agreement.

**Contract Agreement to be completed for each individual Project:**

For the \_\_\_\_\_ Project 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 \_\_\_\_\_ (\_\_\_\_) calendar days. The time shall begin ten (10) days after the date specified in the Notice to Proceed with the Work. Failure to complete project within this time frame will obligate the OWNER to execute Liquidated Damages as described in Section 8 of this Agreement.

\*Bidder will strike out the inappropriate categories.

**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. 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 sixty (60) 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. LIQUIDATED DAMAGES**

It is mutually agreed by and between the parties hereto that time is of the essence when constructing projects under this Contract, and that there will be sustained by the OWNER damages, monetary and otherwise, in the event of delay in the completion of the Work hereby contracted. The CONTRACTOR will be held responsible to the OWNER for delays in completion of the Work

herein contracted beyond the date set for completion. Such monetary damage shall be deducted from the Contract sum in the amount of TWO HUNDRED FIFTY DOLLARS (\$250.00) per calendar day of such delay, or the sum as specified by the Section 108, KDOH Standard Specifications, current edition. If the Work contracted to be done shall not, in good faith, be commenced at the time specified, then the CONTRACTOR together with the Surety or Sureties upon the bond herein provided for, shall be liable for and shall pay to the OWNER all damages sustained by reason of such failure for breach of Contract, and the OWNER may immediately relet the Work involved.

**9. EXTRA WORK**

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

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

**SPECIFICATIONS**

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VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	TS 1 thru 148

From LFUCG Ion Wave Website: *2018 Construction Unit Price Contract Bid Schedule.xls*

- Appendix A (96) LFUCG Standard Drawings – Division of Engineering
- (3) LFUCG Standard Drawings – Traffic Engineering
- Appendix B (12) LFUCG Erosion and Sediment Control Standard Drawings
- Appendix C (31) KDOH Standard Drawings

**PLAN DRAWINGS**

Plan Drawings will be provided at the option of the Owner for specific Work Sites.

**11. AGREEMENT OF PARTIES**


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

(Seal)

Lexington-Fayette Urban County Government.  
Lexington, Kentucky  
\_\_\_\_\_  
(Owner)

ATTEST:

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

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


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


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



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

Bluegrass Contracting Corporation  
\_\_\_\_\_  
(Contractor)

BY:   
\_\_\_\_\_  
Mark W. Johnson

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

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

\_\_\_\_\_  
1075 Red Mile Road, 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.

**PART VI**

**CONTRACT AGREEMENT**

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CA-1

*Emailed to Sandra Stone  
Div of Purchasing  
SStone@lexington.ky.gov  
859.258.3324*

**PART VI**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 1st day of November, 2018, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Gooch Construction Inc** doing business as a corporation located in the City of Nicholasville, County of Jessamine, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of Contract Unit Prices quoted in the proposal by the CONTRACTOR, dated October 15, 2018, 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, IonWave Q&A and Contract Documents therefore as prepared by the ENGINEER for the Work Sites and Work subsequently identified by the OWNER and accepted by the CONTRACTOR.

**2. TIME OF COMPLETION**

The time period estimated and authorized by the OWNER for completion of the Work by the CONTRACTOR shall be that time period specified by an individual Purchase Order and Contract Agreement for each individual Work Site, adjusted as provided by the General Conditions. Commencement of the work and time to completion shall be as stated in the Contract Agreement.

**Contract Agreement to be completed for each individual Project:**

For the \_\_\_\_\_ Project 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 \_\_\_\_\_ (\_\_\_\_) calendar days. The time shall begin ten (10) days after the date specified in the Notice to Proceed with the Work. Failure to complete project within this time frame will obligate the OWNER to execute Liquidated Damages as described in Section 8 of this Agreement.

\*Bidder will strike out the inappropriate categories.



**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. 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 sixty (60) 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. LIQUIDATED DAMAGES**

It is mutually agreed by and between the parties hereto that time is of the essence when constructing projects under this Contract, and that there will be sustained by the OWNER damages, monetary and otherwise, in the event of delay in the completion of the Work hereby contracted. The CONTRACTOR will be held responsible to the OWNER for delays in completion of the Work

herein contracted beyond the date set for completion. Such monetary damage shall be deducted from the Contract sum in the amount of TWO HUNDRED FIFTY DOLLARS (\$250.00) per calendar day of such delay, or the sum as specified by the Section 108, KDOH Standard Specifications, current edition. If the Work contracted to be done shall not, in good faith, be commenced at the time specified, then the CONTRACTOR together with the Surety or Sureties upon the bond herein provided for, shall be liable for and shall pay to the OWNER all damages sustained by reason of such failure for breach of Contract, and the OWNER may immediately relet the Work involved.

**9. EXTRA WORK**

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

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

**SPECIFICATIONS**

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VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	TS 1 thru 148

From LFUCG Ion Wave Website: *2018 Construction Unit Price Contract Bid Schedule.xls*

- Appendix A (96) LFUCG Standard Drawings – Division of Engineering
- (3) LFUCG Standard Drawings – Traffic Engineering
- Appendix B (12) LFUCG Erosion and Sediment Control Standard Drawings
- Appendix C (31) KDOH Standard Drawings

**PLAN DRAWINGS**

Plan Drawings will be provided at the option of the Owner for specific Work Sites.

11. AGREEMENT OF PARTIES

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

(Seal)

Lexington-Fayette Urban County Government.  
Lexington, Kentucky

(Owner)

ATTEST:

[Signature]  
Clerk of the Urban County Council

BY: [Signature: Linda Gorton]  
MAYOR

[Signature]  
(Witness)

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

(Seal)

[Signature: Gooch Const. Inc.]  
(Contractor)

[Signature: Betty R. Eades]  
(Secretary)\*

BY: [Signature: Todd Gooch]

[Signature: Jessica Gooch]  
(Witness)

President  
(Title)

206 Edgewood Drive, Nicholasville Ky 40356  
(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.

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**PART VI**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 1st day of November, 2018, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Rio Grande Fence Company** doing business as 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 Contract Unit Prices quoted in the proposal by the CONTRACTOR, dated October 1, 2018, 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, IonWave Q&A and Contract Documents therefore as prepared by the ENGINEER for the Work Sites and Work subsequently identified by the OWNER and accepted by the CONTRACTOR.

**2. TIME OF COMPLETION**

The time period estimated and authorized by the OWNER for completion of the Work by the CONTRACTOR shall be that time period specified by an individual Purchase Order and Contract Agreement for each individual Work Site, adjusted as provided by the General Conditions. Commencement of the work and time to completion shall be as stated in the Contract Agreement.

**Contract Agreement to be completed for each individual Project:**

For the \_\_\_\_\_ Project 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 \_\_\_\_\_ (\_\_\_\_) calendar days. The time shall begin ten (10) days after the date specified in the Notice to Proceed with the Work. Failure to complete project within this time frame will obligate the OWNER to execute Liquidated Damages as described in Section 8 of this Agreement.

\*Bidder will strike out the inappropriate categories.

**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. 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 sixty (60) 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. LIQUIDATED DAMAGES**

It is mutually agreed by and between the parties hereto that time is of the essence when constructing projects under this Contract, and that there will be sustained by the OWNER damages, monetary and otherwise, in the event of delay in the completion of the Work hereby contracted. The CONTRACTOR will be held responsible to the OWNER for delays in completion of the Work

herein contracted beyond the date set for completion. Such monetary damage shall be deducted from the Contract sum in the amount of TWO HUNDRED FIFTY DOLLARS (\$250.00) per calendar day of such delay, or the sum as specified by the Section 108, KDOH Standard Specifications, current edition. If the Work contracted to be done shall not, in good faith, be commenced at the time specified, then the CONTRACTOR together with the Surety or Sureties upon the bond herein provided for, shall be liable for and shall pay to the OWNER all damages sustained by reason of such failure for breach of Contract, and the OWNER may immediately relet the Work involved.

**9. EXTRA WORK**

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

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

**SPECIFICATIONS**

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From LFUCG Ion Wave Website: *2018 Construction Unit Price Contract Bid Schedule.xls*

- Appendix A (96) LFUCG Standard Drawings – Division of Engineering
- (3) LFUCG Standard Drawings – Traffic Engineering
- Appendix B (12) LFUCG Erosion and Sediment Control Standard Drawings
- Appendix C (31) KDOH Standard Drawings

**PLAN DRAWINGS**

Plan Drawings will be provided at the option of the Owner for specific Work Sites.

11. AGREEMENT OF PARTIES

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

(Seal)

Lexington-Fayette Urban County Government.  
Lexington, Kentucky  
(Owner)

ATTEST:

[Signature]  
Clerk of the Urban County Council

BY: [Signature]  
MAYOR

[Signature]  
(Witness)

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

(Seal)

Rio Grande Fence Company  
(Contractor)

[Signature]  
(Secretary)\*

BY: [Signature]  
Mitchell Blumenfeld. President.

[Signature]  
(Your witness)  
(Witness)

(Witness' Title) [Signature]  
(Title) Notary

(Company Address) 137 5 Foakes Rd.  
(Address and Zip Code) Lexington ky 40511

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

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



**PART VI**

**CONTRACT AGREEMENT**

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**PART VI**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 1st day of November, 2018, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Sensabaugh Design & Construction LLC** doing business as a corporation located in the City of Berea, County of Madison and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of Contract Unit Prices quoted in the proposal by the CONTRACTOR, dated October 4, 2018, 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, IonWave Q&A and Contract Documents therefore as prepared by the ENGINEER for the Work Sites and Work subsequently identified by the OWNER and accepted by the CONTRACTOR.

**2. TIME OF COMPLETION**

The time period estimated and authorized by the OWNER for completion of the Work by the CONTRACTOR shall be that time period specified by an individual Purchase Order and Contract Agreement for each individual Work Site, adjusted as provided by the General Conditions. Commencement of the work and time to completion shall be as stated in the Contract Agreement.

**Contract Agreement to be completed for each individual Project:**

For the \_\_\_\_\_ Project 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 \_\_\_\_\_ (\_\_\_\_) calendar days. The time shall begin ten (10) days after the date specified in the Notice to Proceed with the Work. Failure to complete project within this time frame will obligate the OWNER to execute Liquidated Damages as described in Section 8 of this Agreement.

\*Bidder will strike out the inappropriate categories.

**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. 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 sixty (60) 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**

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**8. LIQUIDATED DAMAGES**

It is mutually agreed by and between the parties hereto that time is of the essence when constructing projects under this Contract, and that there will be sustained by the OWNER damages, monetary and otherwise, in the event of delay in the completion of the Work hereby contracted. The CONTRACTOR will be held responsible to the OWNER for delays in completion of the Work

herein contracted beyond the date set for completion. Such monetary damage shall be deducted from the Contract sum in the amount of TWO HUNDRED FIFTY DOLLARS (\$250.00) per calendar day of such delay, or the sum as specified by the Section 108, KDOH Standard Specifications, current edition. If the Work contracted to be done shall not, in good faith, be commenced at the time specified, then the CONTRACTOR together with the Surety or Sureties upon the bond herein provided for, shall be liable for and shall pay to the OWNER all damages sustained by reason of such failure for breach of Contract, and the OWNER may immediately relet the Work involved.

**9. 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.

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**SPECIFICATIONS**

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From LFUCG Ion Wave Website: *2018 Construction Unit Price Contract Bid Schedule.xls*

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- Appendix B (12) LFUCG Erosion and Sediment Control Standard Drawings
- Appendix C (31) KDOH Standard Drawings

**PLAN DRAWINGS**

Plan Drawings will be provided at the option of the Owner for specific Work Sites.

11. **AGREEMENT OF PARTIES**

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

(Seal)

Lexington-Fayette Urban County Government.  
Lexington, Kentucky

(Owner)

ATTEST:




Clerk of the Urban County Council

BY:



MAYOR



(Witness)

(Title)

(Seal)


Sensabaugh Design + Construction  
(Contractor)

BY:



(Title)

~~(Secretary)\*~~



John Sensabaugh

(Witness)

Member

744 Jones Rd Berea, Ky 40403  
(Address and Zip Code)

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

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

**PART VI**

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**PART VI**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 1st day of November, 2018, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **The Allen Company** doing business as 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 Contract Unit Prices quoted in the proposal by the CONTRACTOR, dated October 15, 2018, 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, IonWave Q&A and Contract Documents therefore as prepared by the ENGINEER for the Work Sites and Work subsequently identified by the OWNER and accepted by the CONTRACTOR.

**2. TIME OF COMPLETION**

The time period estimated and authorized by the OWNER for completion of the Work by the CONTRACTOR shall be that time period specified by an individual Purchase Order and Contract Agreement for each individual Work Site, adjusted as provided by the General Conditions. Commencement of the work and time to completion shall be as stated in the Contract Agreement.

**Contract Agreement to be completed for each individual Project:**

For the \_\_\_\_\_ Project 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 \_\_\_\_\_ (\_\_\_\_) calendar days. The time shall begin ten (10) days after the date specified in the Notice to Proceed with the Work. Failure to complete project within this time frame will obligate the OWNER to execute Liquidated Damages as described in Section 8 of this Agreement.

\*Bidder will strike out the inappropriate categories.

**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. 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 sixty (60) 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. LIQUIDATED DAMAGES**

It is mutually agreed by and between the parties hereto that time is of the essence when constructing projects under this Contract, and that there will be sustained by the OWNER damages, monetary and otherwise, in the event of delay in the completion of the Work hereby contracted. The CONTRACTOR will be held responsible to the OWNER for delays in completion of the Work



herein contracted beyond the date set for completion. Such monetary damage shall be deducted from the Contract sum in the amount of TWO HUNDRED FIFTY DOLLARS ( \$250.00) per calendar day of such delay, or the sum as specified by the Section 108, KDOH Standard Specifications, current edition. If the Work contracted to be done shall not, in good faith, be commenced at the time specified, then the CONTRACTOR together with the Surety or Sureties upon the bond herein provided for, shall be liable for and shall pay to the OWNER all damages sustained by reason of such failure for breach of Contract, and the OWNER may immediately relet the Work involved.

**9. EXTRA WORK**

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

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

**SPECIFICATIONS**

PART NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 12
III	Form of Proposal	P 1 thru 40
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 9
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications	TS 1 thru 148

From LFUCG Ion Wave Website: *2018 Construction Unit Price Contract Bid Schedule.xls*

- Appendix A (96) LFUCG Standard Drawings – Division of Engineering
- (3) LFUCG Standard Drawings – Traffic Engineering
- Appendix B (12) LFUCG Erosion and Sediment Control Standard Drawings
- Appendix C (31) KDOH Standard Drawings

**PLAN DRAWINGS**

Plan Drawings will be provided at the option of the Owner for specific Work Sites.

11. AGREEMENT OF PARTIES

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

(Seal)

Lexington-Fayette Urban County Government.  
Lexington, Kentucky  
(Owner)

ATTEST:

[Signature]  
Clerk of the Urban County Council

BY: [Signature: Linda Gordon]  
MAYOR

[Signature]  
(Witness)

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

(Seal)

The Allen Company, Inc.  
(Contractor)

[Signature: Wes Deed]  
(Secretary)\*

BY: [Signature: JIB] EXEC VP

[Signature: Kim Mulder]  
(Witness)

Coordinator, Exec. Assistance  
(Title)

3009 Atkinson Ave. Ste. 300, Lexington, Ky  
(Address and Zip Code) 40509

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

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

**PART VI**

**CONTRACT AGREEMENT**

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**PART VI**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 1st day of November, 2018, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **Tom Chesnut Excavation & Construction LLC** doing business as a partnership located in the City of Lancaster, County of Garrard and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of Contract Unit Prices quoted in the proposal by the CONTRACTOR, dated October 2, 2018, 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, IonWave Q&A and Contract Documents therefore as prepared by the ENGINEER for the Work Sites and Work subsequently identified by the OWNER and accepted by the CONTRACTOR.

**2. TIME OF COMPLETION**

The time period estimated and authorized by the OWNER for completion of the Work by the CONTRACTOR shall be that time period specified by an individual Purchase Order and Contract Agreement for each individual Work Site, adjusted as provided by the General Conditions. Commencement of the work and time to completion shall be as stated in the Contract Agreement.

**Contract Agreement to be completed for each individual Project:**

For the \_\_\_\_\_ Project 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 \_\_\_\_\_ (\_\_\_\_) calendar days. The time shall begin ten (10) days after the date specified in the Notice to Proceed with the Work. Failure to complete project within this time frame will obligate the OWNER to execute Liquidated Damages as described in Section 8 of this Agreement.

\*Bidder will strike out the inappropriate categories.

**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. 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 sixty (60) 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. LIQUIDATED DAMAGES**

It is mutually agreed by and between the parties hereto that time is of the essence when constructing projects under this Contract, and that there will be sustained by the OWNER damages, monetary and otherwise, in the event of delay in the completion of the Work hereby contracted. The CONTRACTOR will be held responsible to the OWNER for delays in completion of the Work

herein contracted beyond the date set for completion. Such monetary damage shall be deducted from the Contract sum in the amount of TWO HUNDRED FIFTY DOLLARS (\$250.00) per calendar day of such delay, or the sum as specified by the Section 108, KDOH Standard Specifications, current edition. If the Work contracted to be done shall not, in good faith, be commenced at the time specified, then the CONTRACTOR together with the Surety or Sureties upon the bond herein provided for, shall be liable for and shall pay to the OWNER all damages sustained by reason of such failure for breach of Contract, and the OWNER may immediately relet the Work involved.

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From LFUCG Ion Wave Website: *2018 Construction Unit Price Contract Bid Schedule.xls*

- Appendix A (96) LFUCG Standard Drawings – Division of Engineering
- (3) LFUCG Standard Drawings – Traffic Engineering
- Appendix B (12) LFUCG Erosion and Sediment Control Standard Drawings
- Appendix C (31) KDOH Standard Drawings

**PLAN DRAWINGS**

Plan Drawings will be provided at the option of the Owner for specific Work Sites.

11. AGREEMENT OF PARTIES

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

(Seal)

Lexington-Fayette Urban County Government.  
Lexington, Kentucky  
\_\_\_\_\_  
(Owner)

ATTEST:

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

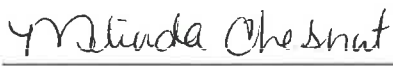
BY:   
\_\_\_\_\_  
MAYOR

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


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

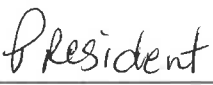
(Seal)

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

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

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

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

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

1794 High Bridge Rd  
LANCASTER, Ky 40444  
\_\_\_\_\_  
(Address and Zip Code)

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

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

**PART VI**

**CONTRACT AGREEMENT**

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11. AGREEMENT OF PARTIES.....	5



**PART VI**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the 1st day of November, 2018, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **ZKB Services LLC** doing business as a corporation located in the City of Nicholasville, County of Jessamine and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of Contract Unit Prices quoted in the proposal by the CONTRACTOR, dated October 15, 2018, 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, IonWave Q&A and Contract Documents therefore as prepared by the ENGINEER for the Work Sites and Work subsequently identified by the OWNER and accepted by the CONTRACTOR.

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From LFUCG Ion Wave Website: *2018 Construction Unit Price Contract Bid Schedule.xls*

- Appendix A (96) LFUCG Standard Drawings – Division of Engineering
- (3) LFUCG Standard Drawings – Traffic Engineering
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- Appendix C (31) KDOH Standard Drawings

**PLAN DRAWINGS**

Plan Drawings will be provided at the option of the Owner for specific Work Sites.

11. AGREEMENT OF PARTIES

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

(Seal)

Lexington-Fayette Urban County Government.  
Lexington, Kentucky  
(Owner)

ATTEST:

*[Signature]*  
Clerk of the Urban County Council

BY: *[Signature: Linda Gordon]*  
MAYOR

*[Signature]*  
(Witness)

(Title)  
ZKB Services LLC  
(Contractor)

(Seal)

(Secretary)\*

BY: *[Signature: Brian Moran]*

*[Signature: Caitlin Moran]*  
(Witness)

*[Signature]*  
(Title)  
PO 23157 Lexington KY 40523  
115 MacArthur Ct. Nich. KY 40356  
(Address and Zip Code)

**CAITLIN MORAN**  
NOTARY PUBLIC  
STATE AT LARGE, KENTUCKY  
ID. # 531922  
MY COMMISSION EXPIRES APRIL 13, 2019

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.



LMA SP-2

OP ID: KW

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/09/2018

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

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

PRODUCER  
GCH Insurance Group  
780 Winchester Road  
Lexington, KY 40505  
John Hampton

859-254-1836

CONTACT NAME: John Hampton

PHONE (A/C, No, Ext): 859-254-1836

FAX (A/C, No): 859-226-0277

E-MAIL ADDRESS:

INSURED L-M Asphalt Partners LTD  
dba ATS Construction  
3009 Atkinson Ave., Ste 400  
Lexington, KY 40509

INSURER(S) AFFORDING COVERAGE

INSURER A: Charter Oak Fire

NAIC #  
25615

INSURER B: Travelers Property Casualty

25674

INSURER C: Kentucky Employer's Mutual Ins

10320

INSURER D: Starr Surplus Lines Insurance

13604

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LIB		INSR	IND		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	DT CO 3E855071	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E&O) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	DT 810 3E855071	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (E&O) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 0J875466	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A			397322	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liab			1000066589181	04/01/2018	04/01/2019	Occ/Agg \$ 1,000,000 Ded \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Invitation to Bid #131-2018 - 2018 Construction Unit Price Contract, Letting  
Date: October 15< 2018. Certificate holder is an additional insured in regards to auto & general liability, the general liability is primary. Policies contain a 30 day cancellation clause. Waiver of subrogation as indicated above.

## CERTIFICATE HOLDER

LFUCG00

Lexington-Fayette Urban  
County Government  
Division of Central Purchasing  
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

*John W. Hampton*

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

Client#: 165643

41BLUEGRASSC9

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/29/2018

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

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

Table with PRODUCER and INSURED information, including contact details for Paula Hardin and a list of insurers (Charter Oak Fire, Travelers Property Casualty Ins. Co., etc.) with their NAIC numbers.

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.

Main table listing coverage details including INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS for various categories like Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) REF: Bid# 107-2014 - Construction Unit Price Contract Certificate holder is included as additional insured when required by written contract but only with respects to the general liability and auto liability insurance and subject to the provisions and limitations of the policy.

Table with CERTIFICATE HOLDER (Lexington Fayette Urban Co. Government) and 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 (Handwritten signature)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/11/2018

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

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

PRODUCER Reynolds Insurance Agency, Inc. PO Box 505 631 Chestnut St Berea, KY 40403	CONTACT NAME: Christina Touratsos
	PHONE (AG, No, Ext): 859-986-8484 FAX (AG, No): 859-986-4976 E-MAIL ADDRESS: reynoldsins@reynoldsinsuranceagency.com
INSURED Sensabaugh Design & Construction LLC 744 Jones Rd. Berea, KY 40403	INSURER(S) AFFORDING COVERAGE
	INSURER A: STATE AUTO INS CO OF OHIO NAIC # 11017
	INSURER B: KENTUCKY EMPLOYERS MUTUAL INS 10320
	INSURER C:
	INSURER D:
	INSURER E:

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SPP2488756	07/13/2018	07/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	397472	04/04/2018	04/04/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

LFUGG  
200 E. Main Street  
Lexington, KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Christina Touratsos*

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TOMCHES-01

ATOMLINSON

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2018

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

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

PRODUCER <b>Carroll &amp; Stone Insurance</b> 4384 Clearwater Way, Ste. 200 Lexington, KY 40515	CONTACT NAME:	
	PHONE (A/C, No., Ext): <b>(859) 269-1044</b>	FAX (A/C, No.): <b>(859) 276-0266</b>
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED <b>Tom Chesnut Excavation &amp; Construction LLC</b> <b>Tom &amp; Melinda Chesnut</b> <b>1794 Highbridge Rd</b> <b>Lancaster, KY 40444</b>	INSURER A :	<b>EMC Insurance Companies</b> 21415
	INSURER B :	<b>ClearPath Mutual (formerly KESA)</b>
	INSURER C :	<b>Environmental Risk Managers</b>
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES                                      CERTIFICATE NUMBER:                                      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER: <b>General Aggregate</b>		5D15668	07/11/2018	07/11/2019	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/OP AGG \$ <b>2,000,000</b>
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		5E15668	07/11/2018	07/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>		5J15668	07/11/2018	07/11/2019	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ <b>2,000,000</b>
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC100-0017458-2016A	07/11/2018	07/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>2,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>2,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>2,000,000</b>
C	Professional Liability		G27522968004	10/27/2017	10/27/2018	\$ <b>1,000,000</b>
A	Equipment Floater		5C15668	07/11/2018	07/11/2019	Ded \$1,000 \$ <b>200,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)  
Re: 2018 Construction Unit Price Contact Bid #: 131-2018

#### CERTIFICATE HOLDER

LFUCG Division of Central Purchasing  
200 East 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



**PART III**  
**FORM OF PROPOSAL**  
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3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509

**PART III**

**Invitation to Bid No. 131-2018**

**2018 Construction Unit Price Contract**

**1. FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: October 15, 2018

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

This Proposal Submitted by L-M Asphalt Partners, Ltd. dba ATS Construction  
3009 Atkinson Avenue, Suite 400  
Lexington, Kentucky 40509

(Name and Address of Bidding Contractor)

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

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for **2018 Construction Unit Price Contract** having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue purchase orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under agreed-to Purchase Order accepted under this Contract and to complete the Project(s) within the time provided by the Purchase Order.



3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_ Date **None** \_\_\_\_\_  
Addendum No. \_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_ Date \_\_\_\_\_  
Addendum No. \_\_\_\_ Date \_\_\_\_\_

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

**2. LEGAL STATUS OF BIDDER**

Bidder L-M Asphalt Partners, Ltd. dba ATS Construction

Date October 15, 2018

~~1. A corporation duly organized and doing business under the laws of the State of  
 \_\_\_\_\_,  
 \_\_\_\_\_,  
 \_\_\_\_\_, whose signature is affixed to this  
 Bid Proposal, is duly authorized to execute contracts.~~

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

- |       |                        |                      |
|-------|------------------------|----------------------|
| 1 )   | L-M Holdings, Inc.     | Sole General Partner |
| <hr/> |                        |                      |
| 2 )   | Steven L. Lawson       | Limited Partner      |
| <hr/> |                        |                      |
| 3 )   | Steven Adam Lawson     | Limited Partner      |
| <hr/> |                        |                      |
| 4 )   | Tyler George Lawson    | Limited Partner      |
| <hr/> |                        |                      |
| 5 )   | Shelby Mary Ann Lawson | Limited Partner      |
| <hr/> |                        |                      |

~~\_\_\_\_\_,  
 \_\_\_\_\_, whose signature is affixed to this Bid Proposal (please print name)~~

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



3. **BIDDERS AFFIDAVIT**

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

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

Further, Affiant sayeth naught.

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

**Brian R. Billings, Vice President**


STATE OF Kentucky

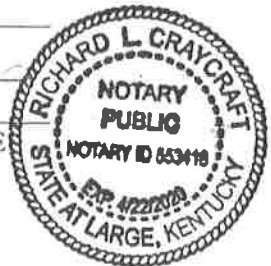
COUNTY OF Fayette

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

Brian R. Billings on this the 15th. day of October, 2018

My Commission expires: April 22, 2020

  
 \_\_\_\_\_  
 NOTARY PUBLIC, STATE AT LARGE  
 Richard L. Craycraft





3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509

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

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

In addition to completing the following schedule of values, Bidders shall enter their unit prices on the attached Excel spreadsheet (Available through the LFUCG IonWave Procurement website), titled *2018 Construction Unit Price Contract Bid Schedule.xls*, and submit it with their bid on a CD or flash drive. Any discrepancies between entries in the table below and the electronic spreadsheet will defer to the unit price as written in the schedule below.

The Bidder is not required to bid on every item listed in the bid schedule. In instances where the Bidder chooses not to bid on a specific item, the Bidder shall enter the phrase “no bid” in the unit price column for that respective item. However, Bidders are cautioned that failure to submit a unit bid price on an item will disqualify the Bidder from any project requiring that item, even if they have submitted unit bid prices for all other work items pertaining to that particular project.

Unit prices shall be clearly written in numerical format to the penny (\$ XX.xx) . Any entries deemed illegible shall be treated as a no-bid.

**IN ADDITION TO COMPLETING THE LINE ITEM UNIT PRICES BELOW, BIDDERS MUST COMPLETE THE EXCEL SPREADSHEET AVAILABLE ON THE LFUCG IONWAVE PROCUREMENT at <https://lexingtonky.ionwave.net/Login.aspx> WEBSITE AND RETURN IT WITH THEIR SUBMITTAL ON A CD OR FLASH DRIVE.**

#	Item	Unit	Unit Price
1	Excavation and Placement	CY	\$ 12.25
2	Embankment	CY	\$ 12.25
3	Rock Excavation (Mechanical)	CY	\$ 200.00
4	Remove Portland Cement Concrete Pavement	SY	\$ 25.00
5	Remove Curb and Gutter	LF	\$ 7.00
6	Remove Sidewalk, Entrance Pavement	SY	\$ 14.00
7	Remove Bituminous Concrete Pavement	SY	\$ 6.00
8	Remove Pipes less than 24" - up to 8' deep	LF	\$ 16.00
9	Remove Pipes 30"- 48" - up to 8' deep	LF	\$ 20.00
10	Remove Fence	LF	\$ 6.00
11	Remove Headwalls and Inlet Structures	EA	\$ 600.00
12	Remove Tree ( 5" dia. to 12" dia.)	EA	\$ 425.00
13	Remove Tree (>12" dia. to 24" dia.)	EA	\$ 700.00



3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509

14	Remove Tree (>24" dia. to 36" dia.)	EA	\$ 1,200.00
15	Remove Tree (>36" dia. and up)	EA	\$ 2,200.00
16	Dense Graded Aggregate Base	TN	\$ 26.00
17	No. 2 Stone	TN	\$ 28.00
18	No. 9 Stone	TN	\$ 28.00
19	No. 57 Stone	TN	\$ 26.00
20	Steel Reinforcement for Concrete	LB	\$ 2.25
21	Unfinished Concrete less than 10 CY	CY	\$ 175.00
22	Unfinished Concrete more than 10 CY	CY	\$ 170.00
23	Formed Class A Concrete less than 10 CY	CY	\$ 825.00
24	Formed Class A Concrete more than 10 CY	CY	\$ 700.00
25	4-1/2" Concrete Sidewalk	SY	\$ 50.00
26	6" Concrete Sidewalk	SY	\$ 55.00
27	6" Concrete Entrance Pavement	SY	\$ 60.00
28	Sidewalk Ramp	SY	\$ 55.00
29	Header Curb	LF	\$ 27.00
30	Curb and Gutter, Type 1	LF	\$ 22.00
31	Curb and Gutter, Type 4	LF	\$ 12.00
32	Bituminous Pavement Milling and Texturing	TN	\$ 35.00
33	Bituminous Base	TN	\$ 77.00
34	Class I, Bituminous Surface less than 50 tons	TN	\$ 90.00
35	Class I, Bituminous Surface greater than 50 tons	TN	\$ 84.00
36	Bituminous Material for Tack	TN	\$ 750.00
37	Type A Surface Inlet	EA	\$ 2,500.00
38	Type B Surface Inlet	EA	\$ 2,500.00
39	Curb Box Inlet Type A (LFUCG)	EA	\$ 4,800.00
40	Curb Box Inlet Type B (LFUCG)	EA	\$ 5,100.00
41	Curb Box Inlet Type C (LFUCG)	EA	\$ 5,400.00
42	Curb Box Inlet Type D (LFUCG)	EA	\$ 3,200.00
43	Curb Box Inlet Type B (KDOH)	EA	\$ 5,200.00
44	Drop Box Inlet Type 13 (KDOH)	EA	\$ 2,900.00
45	Drop Box Inlet Type 16 (KDOH)	EA	\$ 3,000.00
46	Lex Storm Sewer Manhole (4' dia.) (0-8' No rock)	EA	\$ 2,900.00

47	Lex Storm Sewer Manhole (5' dia.) (0-8' No rock)	EA	\$ 3,300.00
48	Lex Storm Sewer Manhole (6' dia.) (0-8' No rock)	EA	\$ 5,250.00
49	Pipe Tie-in into Manhole or Curb Box Inlet	EA	\$ 700.00
50	15" RCP Storm Sewer (0-8' No rock)	LF	\$ 48.00
51	18" RCP Storm Sewer (0-8' No rock)	LF	\$ 52.00
52	24" RCP Storm Sewer (0-8' No rock)	LF	\$ 62.00
53	30" RCP Storm Sewer (0-8' No rock)	LF	\$ 80.00
54	36" RCP Storm Sewer (0-8' No rock)	LF	\$ 105.00
55	42" RCP Storm Sewer (0-8' No rock)	LF	\$ 135.00
56	48" RCP Storm Sewer (0-8' No rock)	LF	\$ 160.00
57	15" HDPE Storm Sewer (0-8' No rock)	LF	\$ 48.00
58	18" HDPE Storm Sewer (0-8' No rock)	LF	\$ 55.00
59	24" HDPE Storm Sewer (0-8' No rock)	LF	\$ 65.00
60	30" HDPE Storm Sewer (0-8' No rock)	LF	\$ 82.00
61	36" HDPE Storm Sewer (0-8' No rock)	LF	\$ 102.00
62	15" PP Storm Sewer (0-8' No rock)	LF	No Bid
63	18" PP Storm Sewer (0-8' No rock)	LF	No Bid
64	24" PP Storm Sewer (0-8' No rock)	LF	No Bid
65	30" PP Storm Sewer (0-8' No rock)	LF	No Bid
66	36" PP Storm Sewer (0-8' No rock)	LF	No Bid
67	15" Elliptical RCP Storm Sewer	LF	\$ 65.00
68	18" Elliptical RCP Storm Sewer	LF	\$ 75.00
69	24" Elliptical RCP Storm Sewer	LF	\$ 85.00
70	30" Elliptical RCP Storm Sewer	LF	\$ 96.00
71	36" Elliptical RCP Storm Sewer	LF	\$ 125.00
72	42" Elliptical RCP Storm Sewer	LF	\$ 160.00
73	48" Elliptical RCP Storm Sewer	LF	\$ 190.00
74	Internal Inspection of Sewer Pipe: CCTV	LF	\$ 12.50
75	15" Straight Headwall - Standard or Raised	EA	\$ 1,600.00
76	18" Straight Headwall - Standard or Raised	EA	\$ 1,700.00
77	24" Straight Headwall - Standard or Raised	EA	\$ 2,225.00
78	15" Pipe Culvert Headwall	EA	\$ 1,700.00
79	18" Pipe Culvert Headwall	EA	\$ 1,800.00

80	24" Pipe Culvert Headwall	EA	\$ 2,325.00
81	30" Pipe Culvert Headwall	EA	\$ 2,450.00
82	36" Pipe Culvert Headwall	EA	\$ 2,525.00
83	42" Pipe Culvert Headwall	EA	\$ 2,950.00
84	48" Pipe Culvert Headwall	EA	\$ 3,750.00
85	18" Sloped and Flared Box Inlet-Outlet	EA	\$ 2,750.00
86	24" Sloped and Flared Box Inlet-Outlet	EA	\$ 3,450.00
87	30" Sloped and Flared Box Inlet-Outlet	EA	\$ 4,300.00
88	36" Sloped and Flared Box Inlet-Outlet	EA	\$ 4,900.00
89	15" Impact Stilling Basin	EA	\$ 2,225.00
90	18" Impact Stilling Basin	EA	\$ 2,450.00
91	24" Impact Stilling Basin	EA	\$ 2,750.00
92	30" Impact Stilling Basin	EA	\$ 3,025.00
93	36" Impact Stilling Basin	EA	\$ 3,450.00
94	48" Impact Stilling Basin	EA	\$ 4,100.00
95	Bottom Paved Ditch	SY	\$ 60.00
96	Aggregate Channel Lining for Slope Protection	TN	\$ 40.00
97	Seeding and Protection	SY	\$ 3.25
98	Sodding	SY	\$ 9.50
99	Gabion Mattress Channel Lining	CY	\$ 190.00
100	4" HDPE Perforated Pipe	LF	\$ 15.75
101	6" HDPE Perforated Pipe	LF	\$ 16.80
102	4" PVC Pipe	LF	\$ 25.20
103	6" PVC Pipe	LF	\$ 27.30
104	8" PVC Sanitary Sewer (0-8' No Rock)	LF	\$ 39.00
105	10" PVC Sanitary Sewer (0-8' No Rock)	LF	\$ 43.05
106	12" PVC Sanitary Sewer (0-8' No Rock)	LF	\$ 52.50
107	15" PVC Sanitary Sewer (0-8' No Rock)	LF	\$ 54.60
108	18" PVC Sanitary Sewer (0-8' No Rock)	LF	\$ 60.90
109	8" Ductile Iron Sewer Pipe (0-8' No Rock)	LF	\$ 65.00
110	10" Ductile Iron Sewer Pipe (0-8' No Rock)	LF	\$ 68.00
111	12" Ductile Iron Sewer Pipe (0-8' No Rock)	LF	\$ 74.00
112	14" Ductile Iron Sewer Pipe (0-8' No Rock)	LF	\$ 85.00

113	Sanitary Sewer By-Pass Pumping	DAY	\$ 3,000.00
114	Two Way Sewer Service Cleanout	EA	\$ 682.50
115	4"x 8" Sanitary Sewer Tee & up to 6' of lateral pipe	EA	\$ 68.25
116	6"x 8" Sanitary Sewer Tee & up to 6' of lateral pipe	EA	\$ 84.00
117	Lex Sanitary Sewer Manhole (4' dia.) (0-8' No rock)	EA	\$ 2,900.00
118	Lex Sanitary Sewer Manhole (5' dia.) (0-8' No rock)	EA	\$ 3,500.00
119	Lex Sanitary Sewer Manhole (6' dia.) (0-8' No rock)	EA	\$ 5,600.00
120	Sanitary Sewer Manhole MIC Protection	VF	No Bid
121	Manhole-Additional vertical depth > 8' (4' dia.)	VF	\$ 168.00
122	Manhole-Additional vertical depth > 8' (5' dia.)	VF	\$ 210.00
123	Manhole-Additional vertical depth > 8' (6' dia.)	VF	\$ 252.00
124	Manhole-Additional for adjustable frame and cover	EA	\$ 1,050.00
125	Woven Wire Fence 4' height	LF	\$ 15.00
126	Chain Link Fence 4' height	LF	\$ 26.00
127	Privacy Fence (installation)	LF	\$ 55.00
128	Backhoe (small) with Operator	HR	\$ 105.00
129	Dump Truck (single axle) with driver	HR	\$ 90.00
130	Dump Truck (tri-axle) with driver	HR	\$ 104.00
131	Jackhammer with Operator	HR	\$ 80.00
132	Skid Loader with Operator	HR	\$ 98.00
133	Check Dam	TN	\$ 40.00
134	Sediment Trap	CY	\$ 48.00
135	Sediment Pond	CY	\$ 48.00
136	Silt Fence	LF	\$ 3.50
137	Storm Drain Inlet Protection	EA	\$ 350.00
138	Filter Strip	SY	No Bid
139	Stream Crossing	EA	\$ 9,000.00
140	Pump-Around Flow Diversion	DAY	\$ 400.00
141	Construction Dewatering	DAY	\$ 400.00
142	Geotextile Construction Type I	SY	\$ 2.10
143	Geotextile Construction Type II	SY	\$ 2.25
144	Geotextile Construction Type III	SY	\$ 2.30
145	Geotextile Construction Type IV	SY	\$ 2.25



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146	Edge Key	LF	\$ 10.00
147	Pipe Plugging for Pipes less than or equal to 24"	EA	\$ 300.00
148	Pipe Plugging for Pipes 30"- 48"	EA	\$ 550.00
149	Flowable Fill	CY	\$ 175.00
150	Fiber Reinforced PCC Pavement	CY	\$ 425.00
151	Single Block Masonry Retaining Wall	SF	\$ 45.00
152	Degradable Erosion Control Mat	SY	\$ 10.00
153	Turf Reinforcement Mat	SY	\$ 10.00
154	Project Sign	EA	\$ 900.00
155	Steel W Beam Guardrail and End Treatments	LF	No Bid
156	Articulating Concrete Block	SY	No Bid
157	Reinf Conc Pipe Crack Repairs and Manhole Rehab	LF	No Bid
158	Saw cutting	LF	\$ 5.25
159	Precast Reinforced Concrete Box Culvert 3' X 2'	LF	\$ 375.00
160	Precast Reinforced Concrete Box Culvert 3' X 3'	LF	\$ 400.00
161	Precast Reinforced Concrete Box Culvert 4' X 2'	LF	\$ 425.00
162	Precast Reinforced Concrete Box Culvert 4' X 3'	LF	\$ 435.00
163	Detectable Warning Surface Tile-Overlay	SF	\$ 44.10
164	Detectable Warning Surface Tile-Imbedded	SF	\$ 44.10
165	Thermoplastic Pavement Striping - White or Yellow	LF	\$ 3.25
166	Removal of Existing Pavement Striping	LF	\$ 10.00
167	Bulb-out: Gutter Cover	LF	\$ 200.00
168	Bulb-out: Asphalt Repair	SF	\$ 100.00
169	Grader with Operator	HR	\$ 200.00
170	Roller/Compactor with Operator	HR	\$ 185.00
171	Furnish and Place Topsoil	CY	\$ 18.00
172	Spreading Stockpiled Topsoil	CY	\$ 8.00
173	2" PVC Conduit Under Non-traffic Surface	LF	\$ 20.00
174	2" PVC Conduit Under Roadway or Driveway	LF	\$ 30.00
175	Junction Box, KYTC Type A	EA	\$ 2,500.00
176	Junction Box, KYTC Type C	EA	\$ 2,500.00
177	Pedestal Base for Pedestrian Pole	EA	\$ 5,000.00





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Payment and Performance Bond Cost, required for Projects over \$50,000 <u>5.0% Allowance</u> of Total Project Cost* * See Special Conditions, Section 6, Payment for Cost of P&P Bonds	5.0 % max.
Unspecified, Incidental Materials at Cost Plus 15% Overhead and Profit (To be submitted as Contract progresses and as needed) * See Special Conditions, Section 7, Payment for Unspecified Materials and Labor. Check if interested	Yes
Unspecified, Incidental Labor at Direct Wages Plus Certified Overhead Plus 15% Profit (To be submitted as Contract progresses and as needed) * See Special Conditions, Section 7, Payment for Unspecified Materials and Labor. Check if interested	Yes
Minimum Project Total For Which Contractor will consider the project. (See Special Conditions, Section 2, Contractors Performance)	\$ <u>25,000.00</u>

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

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

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

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

**Table of Incremental Costs for Mobilization and Additional Services**

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





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Submitted by:

L-M Asphalt Partners, Ltd. dba ATS Construction

*Firm*

3009 Atkinson Avenue, Suite 400

*Address*

Lexington, Kentucky 40509

*City, State & Zip*

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

*Brian R. Billings V.P.*

*Signature of Authorized Company Representative - Title*

Brian R. Billings, Vice President

*Representative/s Name (Typed or Printed)*

( 859 ) 223-7001

*Area Code - Phone - Extension*

( 859 ) 231-0946

*Fax #*

bbillings@atsconstruction.com

*E-Mail Address*

OFFICIAL ADDRESS:

L-M Asphalt Partners, Ltd. dba ATS Construction

3009 Atkinson Avenue, Suite 400

Lexington, Kentucky 40509

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

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



5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

- 1. Name of Bidder: L-M Asphalt Partners, Ltd. dba ATS Construction
- 2. Permanent Place of Business: 3009 Atkinson Avenue, Suite 400 Lexington, Kentucky 40509
- 3. When Organized: April 3, 1992
- 4. Where Incorporated: Kentucky
- 5. Construction Plant and Equipment Available for this Project:

See Attachment " A "

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(Attach Separate Sheet If Necessary)

- 6. Financial Condition:  
If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.
- 7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:  
Hartford Fire Insurance Company (Surety)  
Signed: Kim Watson (Representative of Surety)



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8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
	See Attachment " B "	

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

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
	See Attachment " C "	

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

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
	See Attachment " D "	

11. DBE Participation on current bonded projects under contract:

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

(USE ADDITIONAL SHEETS IF NECESSARY)

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

**6. LIST OF PROPOSED SUBCONTRACTORS**

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

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

(Attach additional sheet(s) if necessary.)

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

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

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

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

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

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



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



investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

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

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

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shirie Hawkins UK SBDC	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference # \_\_\_\_\_**

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

<b>MWDBE Company, Name, Address, Phone, Email</b>	<b>Work to be Performed</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
1.			
2.			
3.			
4.			

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

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

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

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

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



**LFUCG MWDBE SUBSTITUTION FORM**  
 Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

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

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

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

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



**MWDBE QUOTE SUMMARY FORM**

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

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

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

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

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

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

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

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

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

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



3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

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

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

- \_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
- \_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package
- \_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- \_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities
- \_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses
- \_\_\_\_\_ requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- \_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- \_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- \_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.
- \_\_\_\_\_ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- \_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce



- \_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
  
- \_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
  
- \_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
  
- \_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
  
- \_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
  
- \_\_\_\_\_ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

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

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

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

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

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

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

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

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

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



3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: See Attachment " D "

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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



3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509

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NAME OF INDIVIDUAL: See Attachment " D "

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

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

---

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

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

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

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

## 10. EQUAL OPPORTUNITY AGREEMENT

### The Law

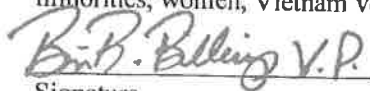
- \* Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- \* Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- \* Section 503 of the Rehabilitation Act of 1973 States:  
*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*
- \* Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- \* Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:  
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

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

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

### Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped, and aged persons.



Signature

**Brian R. Billings, Vice President**

L-M Asphalt Partners, Ltd. dba ATS Construction

Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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



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Lexington, Kentucky 40509

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 – 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

**KRS 45.630 Termination of existing employee not required, when**

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

**KRS 45.640 Minimum skills**

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

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



3009 Atkinson Avenue  
Suite 400  
Lexington, Kentucky 40509

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of L-M Asphalt Partners, Ltd. dba ATS Construction

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

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

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



12. WORKFORCE ANALYSIS FORM

Name of Organization: \_\_\_\_\_

Categories	Total		White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Administrators																			
Professionals																			
Superintendents																			
Supervisors																			
Foremen																			
Technicians																			
Protective Service																			
Para-Professionals																			
Office/Clerical																			
Skilled Craft																			
Service/Maintenance																			
Total:																			

Prepared by: *Brian R. Billings V.P.*

(Name and Title)  
**Brian R. Billings, Vice President**

Date: 10 / 15 / 2018

Revised 2015-Dec-15



# PR Department of Labor EEO-1 Report

Company: 6 ATS CONSTRUCTION

Job Categories	Number of Employees (Report employees in only one category)																	Total Col A - N
	Hispanic or Latino		Race/Ethnicity													Two or more races		
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races				
Unassigned	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborer	3	0	81	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Foremen	0	0	27	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Equipment Operators	2	0	62	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mechanics	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Truck Drivers	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Carpenters	0	0	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Clerical	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>	<b>5</b>	<b>0</b>	<b>218</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Previous Year Total	5	0	339	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0



Date(s) of payroll period used: 09/24/18-09/30/18 (Omit on the Consolidated Report.)



LMA SP-2

OP ID: KV

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/09/2018

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

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

PRODUCER  
GCH Insurance Group  
780 Winchester Road  
Lexington, KY 40505  
John Hampton

859-254-1836

CONTACT NAME: **John Hampton**  
PHONE (A/C, No, Ext): **859-254-1836**  
E-MAIL ADDRESS:

FAX (A/C, No): **859-226-0277**

INSURED **L-M Asphalt Partners LTD**  
**dba ATS Construction**  
**3009 Atkinson Ave., Ste 400**  
**Lexington, KY 40509**

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	<b>Charter Oak Fire</b>	<b>25615</b>
INSURER B:	<b>Travelers Property Casualty</b>	<b>25674</b>
INSURER C:	<b>Kentucky Employer's Mutual Ins</b>	<b>10320</b>
INSURER D:	<b>Starr Surplus Lines Insurance</b>	<b>13604</b>
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDEL SUBR INSD W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:	Y Y	DT CO 3E855071	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	DT 810 3E855071	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP 0J875466	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	397322	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liab		1000066589181	04/01/2018	04/01/2019	Occ/Agg \$ 1,000,000 Ded \$ 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Invitation to Bid #131-2018 - 2018 Construction Unit Price Contract, Letting  
Date: October 15<sup>th</sup> 2018. Certificate holder is an additional insured in regards to auto & general liability, the general liability is primary. Policies contain a 30 day cancellation clause. Waiver of subrogation as indicated above.

## CERTIFICATE HOLDER

LFUCG00

Lexington-Fayette Urban  
County Government  
Division of Central Purchasing  
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

*John W. Hampton*

ACORD 25 (2016/03)

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**13. EVIDENCE OF INSURABILITY**

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

Names Insured: \_\_\_\_\_ Employee ID: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Project to be insured: \_\_\_\_\_

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

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

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

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

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

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



**14. DEBARRED FIRMS**

**PROJECT NAME:** 2018 Construction Unit Price Contract

**BID NUMBER:** 131-2018

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

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

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

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

L-M Asphalt Partners, Ltd. dba ATS Construction  
Name of Firm Submitting Bid

Brian R. Billings V.P.  
Signature of Authorized Official

Brian R. Billings, Vice President  
Title

October 15, 2018  
Date

### 15. DEBARMENT CERTIFICATION

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

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

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

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

Project: LFUGG Bid No.: 131-2018  
2018 Construction Unit Price Contract

Printed Name and Title of Authorized Representative: Brian R. Billings, Vice President

Signature:

Brian R. Billings V.P.

Date:

October 15, 2018

END OF SECTION

# ATTACHMENT "A"

2018-2019

Equipment	Description	VINNumber
01.LT6103	CHEVY 2500 4X2	
01.LT6106	CHEVY 2500 4 X 2	1GCGC24U42Z118856
01.LT6107	CHEVY 1500 4X2 EXT CAB	1GCGC24U13Z226854
01.LT6110	CHEVY 1500 4X2 EXT CAB	2GCEC19T041148952
01.LT6112	CHEVY 1500 4X2 EXT CAB	1GCHC29U35E251696
01.LT6113	FORD F150 4X2	1GCEC19TX6Z169253
01.LT6115	FORD F250 4X2 EXT CAB TRUCK	1FTRF12266NA60290
01.LT6117	FORD RANGER 4X2	1FTNW20L33ED44035 TRANSFERRED TO GREE
01.LT6118	FORD RANGER 4X2	1FTYR10D66PA72841
01.LT6119	CHEVY 1500 4X2 EXT CAB	1FTZR14U47PA16381
01.LT6122	CHEVY 2500 4X2 EXT CAB	1GCEC19V97Z100217
01.LT6123	CHEVY 2500 4X2 EXT CAB	1GCHC29UX7E198451
01.LT6124	CHEVY 2500 4X2 EXT CAB	1GCHC29U67E176687
01.LT6125	FORD F150 4X2	1GCHC29U77E195524
01.LT6126	FORD RANGER	1FTRF12267NA48173
01.LT6127	FORD F150 4X4 EXT CAB	1FTYR10U77PA23200
01.LT6128	FORD RANGER	1FTPX14V77FB26224
01.LT6130	FORD F150 EXT CAB	1FTZR44U45PA26097
01.LT6131	FORD F150 EXT CAB	1FTPX12V47FA33213
01.LT6132	CHEVY 1500 4X4 EXT CAB	1FTPX12V17KC88120
01.LT6133	TOYOTA TUNDRA CREW	1GCEK190X8Z203686
01.LT6134	2015 FORD F250 TRUCK	5TFDW5F14DX274182
01.LT6135	2015 FORD F250 TRUCK	1FT7X2A63FEA47169
01.LT6136	2011 GMC SIERRA C15	1FT7X2A6XFEA47170
01.LT6137	2015 CHEVY SILVERADO	1GTN1TEX4BZ246283
01.LT6138	2014 CHEVY 2500 2500 HD	1GCVKPEC9FZ199663
01.LT6139	2015 FORD F150	1GC2CUEGOFZ121158
01.LT6140	CHEVY SILVERADO 2500HD	1FTEW1EG9FFA02321
01.LT6202	CHEVY TAHOE 1500 4X4	1GC2CUEG9FZ527889
01.LT6204	TOYOTA SEQUOIA LIMITED	1GNEK13017R168857
01.LT6205	CHEVROLET TAHOE	5TDJW5G13B5043729
01.LT6207	2013 TOYOTA 4RUNNER	1GNEK13Z04J264312
01.LT6208	2015 TOYOTA HIGHLANDER	JTEBU5JR7D5125315
01.LT8101	FORD F150	5TDZKRFH8FS094878
01.LT8102	FORD F150	1FTRF12235NA79779 TRANS TO LIBERTY MUTU
01.LT8107	FORD F250 4X4 EXT CAB	1FTPX14V56FB21036
01.LT8108	TOYOTA TUNDRA 4X4 EXT CAB	1FTSX2B52AEA97201
01.LT8109	TOYOTA TUNDRA 4X4 EXT CAB	5TFUW5F12AX115401
01.LT8110	FORD F250 4X4 EXT CAB	5TFUW5F13AX118663
		1FTSX21568EE63091



# ATTACHMENT "A"

## 2018-2019

Equipment	Description	VINNumber
01.LT8112	FORD F250 STEAM TRUCK	
01.LT8113	FORD F250 4X4	1FTHF25M9MNA08728
01.LT8114	FORD F250 4X4	1FTNF21508EE35304
01.LT8116	2008 FORD F250 TRUCK	1FTNF21548EE35323
01.LT8117	CHEVY COLORADO	1FTNF21538EE35300
01.LT8118	CHEVY COLORADO	1GCCS149988155326
01.LT8130	2012 CHEVY 2500 4X4 CREW CAB	1GCCS149088135126
01.LT8131	2012 CHEVY SILVERADO EXT	1GC1KVCG9CF191262
01.LT8132	2012 CHEVY 2500 4X4 EXT CAB	1GC2KVCG8CZ273213
01.LT8133	2012 CHEVY SILVERADO CREW	1GC2KVCG0CZ527772
01.LT8134	2013 TOYOTA TUNDRA	1GC1KVCG3BF265290
01.LT8135	2013 CHEVY 2500	5TFDW5F14DX274019
01.LT8136	2013 TOYOTA TUNDRA CREW MAX	1GC1KVCGXDF165657
01.LT8137	2013 TOYOTA TUNDRA DOUBLE CAB 4X4 PICKUP	5TFDW5F13DX286095
01.LT8138	2013 CHEVY SURVEY TRUCK	5TFUW5F19DX287901
01.LT8139	2013 CHEVY CONCRETE CREW TRK	1GC2KVCG2DZ304005
01.LT8140	2015 CHEVY SILVERADO	1GC2CVCG5DZ295412
01.LT8141	FORD F250 STEAM TRUCK	1GC2KUEG3FZ130407
01.LT8142	CHEVY SILVERADO 2500HD	1FTNF20F7XEB99971
01.LT8145	FORD F250 4X4	1GC2KUEG9FZ527961
01.LT8148	FORD F250 4X5	1FTNX20F1ED84014
01.LT8149	CHEVROLET SILVERADO	1FTNF21F4XEE19579
01.LT8150	2015 CHEVROLET 2500 HD	2GCEC19J881242968
01.LT8151	2015 CHEVROLET 2500 HD	1GC2KUEG0FZ536838
01.LT8152	2015 CHEVROLET 2500 HD	1GC2KUEG4FZ537488
01.LT8160	FORD F250 4X4	1GC2KUEG9FZ537521
01.LT8161	FORD F250 4X4	1FTNX20F42EA66655
01.LT8163	FORD F250 4X4 FLAT BED	1FTNF20F02EC59842
01.LT8166	FORD F250 4X4	1FTNF21FX2EC83113
01.LT8167	FORD F150 4X4	1FTNF21P03EC23058
01.LT8171	FORD F250 4X4	1FTRW08L23KC61725
01.LT8174	FORD F250 4X4	1FTNF21PX4ED16008
01.LT8175	FORD F250 4X5	1FTNX20P94ED21179
01.LT8177	CHEVY 2500 4X4	1FTNX20P84EE01167
01.LT8178	CHEVY COLORADO	1GCHK23D76F140625
01.LT8179	CHEVY SILVERADO	1GCDT196668198129
01.LT8180	CHEVY SILVERADO	1GCHC29D26E171064
01.LT8181	CHEVY 2500 4X4	1GCHC29D66E171892 SOLD TO BIZZACK
01.LT8182	2008 CHEVY SILVERADO	1GCHK24618E116667
		1GCHK24628E143764



# ATTACHMENT "A"

## 2018-2019

Equipment	Description	VINNumber
01.LT8183	CHEVY 3500 4X4 FLATBED	
01.LT8185	CHEVY COLORADO	1GCHK346X8E149382
01.LT8186	CHEVY 2500	1GCDT196168223955
01.LT8187	CHEVY SILVERADO	1GCHK24D56E208246
01.LT8188	CHEVY SILVERADO 4X2	3GCEC14X76G194248
01.LT8189	CHEVY SILVERADO	3GCEC14X56G194393
01.LT8190	CHEVY SILVERADO	1GCJK33205F941496
01.LT8191	CHEVY 3500 4X4	1GCJK33D56F156586
01.LT8192	CHEVY SILVERADO 2500	1GCJK33D26F227727
01.LT8193	CHEVY 2500 4X4	1GCHK23D57F155609
01.LT8194	CHEVY 2500 4X4	1GCHK24D27E117517
01.LT8195	CHEVY 2500 4X4	1GCHK24D87E144155
01.LT8196	CHEVY 2500 4X4	1GCHK29D27E144807
01.LT8197	CHEVY 2500 4X4 PICKUP TRUCK	1GCHK29687E550351
01.LT8198	CHEVY 2500 4X4	1GCHC24K37E592850
01.LT8199	FORD F250 4X4	1GCHC29K57E560328
01.LT8200	CHEVY COLORADO EXT CAB	1FTNF21578ED95657
01.LT8213	GMC ENVOY	1GCDT19E088164035
01.LT8219	CHEVY TAHOE 4X4	1GKDT13SX42230204
01.LT8220	TOYOTA 4RUNNER	1GNFK130X7J350852
01.LT8221	FORD EXPEDITION 4X4	JTEBU14R480132097
01.LT8223	CHEVY CK30943	1FMFU16578LA78949
01.LT8225	TOYOTA SR5 4 RUNNER	1GCJK33618F146691
01.LT8226	CHEVY TRAILBLAZER	JTEBU14R49K038890
01.LT8227	CHEVY TAHOE 4X4	1GTNDT13S382211843 SOLD ON 10/30/14
01.LT8229	2011 CHEVY TAHOE 4WD LS	1GNUKAE02AR170715
01.LT8230	2013 CHEVY TAHOE	1GNSKAE08BR398209
01.LT8231	2014 CHEVY TAHOE	1GNSKBEOXR359713
01.LT8232	2015 CHEVY TAHOE	1GNSKBEO2ER216174
01.TK6211	FORD F350 DUMP TRUCK	1GNSKCKC5FR275497
01.TK6212	CHEVY 3500 FLATBED	3FDWF36F8XMA19503
01.TK6214	FORD F450	1GBJK34J6XF074375
01.TK6215	2015 FORD F550 CREW TRUCK	1FDXX46R28EA56670
01.TK6250	CHEVY C5500 MECHANIC TRUCK	1FD0X5HT0FEC57187
01.TK7213	1988 F700 FLATBED (GUARDRAIL) -GREER	1GBE5E1183F505687
01.TK8208	FORD F350 FLATBED	1FDNK74P8JVA19279
01.TK8209	FORD F450 FLATBED	1FDWF36F81EC61463
01.TK8210	FORD F550 POWDER TRUCK	1FDXF46FXEB40646
01.TK8211	FORD F350 POWDER TRUCK	1FDAF57F02EB50461
		1FDWF37P03ED89299

# ATTACHMENT "A"

2018-2019

Equipment	Description	VINNumber
01.TK8212	CHEVY 3500 POWER TRUCK	
01.TK8213	CHEVY 3500 4X4 FLAT BED	1GBJK34132E125300
01.TK8214	FORD F250 4X2 4 DOOR	1GCJK33698F146664
01.TK8215	WHITE PICKUP TRUCK	1FTSW2A52AEA03225
03.TR6819	2015 GATOR MADE TRAILER	1GDJK34114E211232
04.TR6801	FONTAINE 55 TON LOWBOY TRAILER	4Z1HD2026FS015360
04.TR6805	TRAIL KING 55 TON TRAILER	13NE5240923514794
04.TR6807	TRAILMAX T-12-UT TRAIL	1TKJ0493X3B012912
04.TR6815	CRONKHITE 4800 6' X 14' TRAILER	1G9KS21272A065560
04.TR7801	1978 ROGERS LOWBOY TRAILER - GREER	473482322V1110715
04.TR7802	ROGERS LOWBOY TRAILER (SHEP'S) - GREER	18387
04.TR7803	DORSEY DUMP TRAILER - GREER	19322
04.TR7804	ROGERS 35 TON TANDEM AXLE - GREER	HW-12558 33DATR17
04.TR7805	ROGERS 50 TON BEAM TRAILER - GREER	1RBH48303FAR20379
04.TR7806	1971 FRUEHAUF TRAILER - GREER	18455
04.TR7808	ROGERS 35 TON LOWBOY (PAVING) - GREER	EWA374803
04.TR7809	1995 AZTEC DROP DECK TRAILER - GREER	1RBH48209MAR21579
04.TR7810	1979 STRICK TRAILER - GREER	1A9BR4B34SM100552
04.TR7811	LANDOLL TRAILER - GREER	229147
04.TR7812	TRAFFIC CONTROL TRAILER - GREER	1LH410VJ171015920
04.TR7813	'89 CHEROKEE FLOAT TRAILER - GREER	46CFB16237M002410
04.TR7814	ECONOLINE 6 TON TAG TRAILER-1997 - GREER	7734
04.TR7815	45 FT. FRUEHAUF VAN TRAILER - GREER	42ETPBB29V1004348
04.TR7816	45 FT. FRUEHAUF VAN TRAILER - GREER	CHS193461
04.TR7817	1983 HOBBS TRAILER - GREER	HPR482265
04.TR7818	1974 FONTAINE TRAILER - GREER	1H5P04529DN013204
04.TR7819	2000 FONTAINE TH-55 TRAILER - GREER	VA23626
04.TR7820	1984 GREAT DANE TRAILER - GREER	4LF4S5332Y3509893
04.TR7821	1984 FRUEHAUF TRAILER - GREER	1GRFA9621ES137602
04.TR7822	1991 TRAILMOBILE TRAILER - GREER	1H2V0482XEA012622
04.TR7823	2002 LIDDELL M-75 4-AXLE TRAIL - GREER	1PTF7AH0M9005262
04.TR7824	1986 GREAT DANE TRAILER - GREER	1L9SL634321236164
04.TR7828	2002 LAND TRUCK TRAILER - GREER	1GRDM9026GM026901
04.TR7829	1985 GREAT DANE TRAILER - GREER	1LH660UH221B12466
04.TR7830	1987 GREAT DANE TRAILER - GREER	1GRAA962XFB130112
04.TR7831	ECONOLINE 7 TON 21' TRAILER - GREER	1GRDM9020HM010601
04.TR7832	GATOR 16' UTILITY TRAILER - GREER	42ETPFG2251001159
04.TR7833	GATOR 16' LOWBOY TRAILER - GREER	4Z1UA1627ES012197
04.TR7834	2000 FONTAINE JEEP, DOLLIES - GREER	4Z1CB1620ES007450
		4LF5N0511Y3509734

# ATTACHMENT "A"

2018-2019

Equipment	Description	VINNumber
04.TR7835	2000 DOONAN DN8186 DROPNECK - GREER	
04.TR7836	FONTAINE LOWBOY TRAILER 1994 - GREER	1D9BG5322Y12088186
04.TR7838	1998 LANDOLL 317-3-48 TRAILER - GREER	4LF457752R3503651
04.TR7839	2003 LOAD KING 55 TON LOWBOY - GREER	1LH317UJ4W1009470
04.TR7840	1995 FONTAINE 60 TON QUAD - GREER	5LKL4935931024620
04.TR7901	1982 TRAILMOBILE ASPHALT TANK - GREER	4LF457345S3503601
04.TR7902	1988 POLAR ASPHALT TANKER - GREER	1PTT43EJ7B4000318
04.TR7903	1983 ETNYRE ASPHALT TANKER - GREER	1PMC14229J2009409
04.TR7904	1988 POLAR ASPHALT TANKER - GREER	T1386B1455
04.TR7905	1992 FRUEHAUF ASPHALT TANKER - GREER	1PMC14227J2009408
04.TR7906	1975 BUTLER ASPHALT TANKER - GREER	1H4T0432XNL020407
04.TR7907	1995 ETNYRE ASPHALT TANKER - GREER	7577525
04.TR7908	2015 ETNYRE 7250 GALLON TANKER - GREER	1E9T44206SE007210
04.TR8800	TRAILER	1E9T78815FE007171
04.TR8805	TRAIL KING LOWBOY	40FG0533991030586
04.TR8806	TRAIL KING LOWBOY	1TKJ048385B010080
07.TK6251	FORD F450 MECHANIC TRUCK	1TKS005125B019552/19551 (2 NUMBERS)
07.TK6253	FORD F650 EXT CAB MECHANIC TRUCK	1FDXF46P75ED35268
07.TK6254	FORD F750 MECHANIC TRUCK	3FRWX65F66V323252
07.TK7250	1999 INTERNATIONAL MECH TRUCK - GREER	3FRWX75H18V668649
07.TK7251	1994 GMC C7000T MECHANIC TRUCK - GREER	1HTSCAAXXH685932
07.TK7252	1994 GMC C7000T MECHANIC TRUCK - GREER	1GDM7H1J1RJ505633
07.TK8250	KENWORTH T300 MECHANIC TRUCK	1GDM7H1J8RJ521327
07.TK8251	FORD F650 MECHANIC TRUCK	2XKMA78X8TM711160
07.TK8252	FORD F550 MECHANIC TRUCK	3FDWF65GX2MA12783
07.TK8253	FORD F550 MECHANIC TRUCK	1FDAF57P85EA17105
07.TK8254	FORD F450 MECHANIC TRUCK	1FDAF57P05ED15924 SOLD TO BIZZACK
07.TK8255	CHEVY 3500 MECHANIC TRUCK	1FDXF47P77EA73320
07.TK8256	FORD F250 UTILITY TRUCK	1GCHK34657E558565
10.CR8010	GROVE RT740B CRANE	1FTNF21PX4EC08388
12.FK6550	SKYTRAK 6036-48 FORKLIFT	71732
12.FK6560	CAT DP45 FORKLIFT	0160008272
12.FK6561	CAT V50 FORKLIFT	5CN00201
12.FK6570	CAT DP45 FORKLIFT	AT9003075
12.FK7550	YALE FORKLIFT - GREER	
12.FK7551	YALE FORKLIFT GP110 - GREER	N526628
12.FK7552	IR FORKLIFT RT706H - GREER	C813V02346Z
12.FK7553	IR FORKLIFT RT706H-199 - GREER	164328
12.FK7554	IR FORKLIFT RT706G-1997 - GREER	164327
		153443

# ATTACHMENT "A"

2018-2019

Equipment	Description	VINNumber
12.ML6011	GENIE S80 4 X 4 AERIAL LIFT	
12.ML7010	JLG 80HX-D-ROT BOOM LIFT - GREER	2658
13.BR6532	BROCE RJ-350 BROOM	300015641
13.BR6533	BROCE RJ 350 BROOM	403193
13.BR6534	SUPERIOR BROOM DT80CT	405196
13.BR6535	SUPERIOR DT80J BROOM - GREER	807668
13.BR6590	TENNANT 8210 SHOP SWEEPER	813648
13.BR7530	JOHN DEERE BROOM - GREER	8210-1482
13.BR7531	TENNANT 285 SWEEPER - GREER	301AD2972441
13.BR7532	BROCE RJ300 BROOM - GREER	285 10894
13.BR7533	BROCE RJ350 BROOM - GREER	88527
13.BR7534	BROCE RJ350 BROOM - GREER	89519
13.BR7535	BROCE BB250B BROOM - GREER	401346
13.BR7536	LAYMOR BROOM W/96" BROOM - GREER	303003
13.BR7537	BROCE BROOM - GREER	28716-005
13.BR7539	DT80C SUPERIOR BROOM-2003 - GREER	404207
13.BR8531	WALDON SM 250 SWEEPMASTER ROAD BROOM	803046
13.BR8532	ROSCO RIDEON BROOM	28297-011
13.BR8534	SUPERIOR 8FT BROOM	41995
13.BR9060	3610 FOR TRACTOR BROOM	808742
13.TK6383	ELGIN WHIRLWIND VACUUM	C695452
13.TK8381	JOHNSTON 4000C STREET SWEEPER	1E9EAAA75PE105179
13.TK8382	2000 FREIGHTLINER F70 SWEEP TRK	1JVM4H341C172004
14.DZ7011	D39EX-21 KOMATSU TRACTOR - GREER	1FV6HJBA2YHF15293
14.DZ7012	D65EX-15 KOMATSU TRACTOR - GREER	1118
14.DZ7013	CAT D5C TRACTOR - GREER	67090
14.DZ7015	D39E-1 KOMATSU TRACTOR - GREER	7PS02008
14.DZ7016	D38E-1 KOMATSU TRACTOR - GREER	P096032
14.DZ7017	D5NLGP CATERPILLAR TRACTOR - GREER	PO85706
14.DZ7018	D5MXL CATERPILLAR TRACTOR - GREER	AKD00395
14.DZ7020	D6KXL CATERPILLAR TRACTOR - GREER	6GN00427
14.DZ8011	CAT D9R DOZER	FBH02668
14.DZ8013	CAT D8T DOZER	ABK00687
14.DZ8020	CAT D5N LGP DOZER	KPZ00393
14.DZ8021	CAT D5N LGP DOZER	3CR01860
14.DZ8040	CAT D6R XL DOZER	AKD00295
14.DZ8041	CAT D6 DOZER	5LN00604
14.DZ8042	CAT D6N LGP DOZER	AAX000405
14.DZ8043	CAT D6N LGP DOZER	ALY02602
		ALY03079



# ATTACHMENT "A"

2018-2019

Equipment	Description	VIN Number
14.DZ8044	CAT 6N LGP DOZER	
14.DZ8060	CAT D8R DOZER	ALY03168
14.DZ8061	CAT D8R II DOZER	6YZ00350
14.DZ8062	CAT D8R II DOZER	6YZ00392
14.DZ8063	CAT D8R II DOZER	6YZ00717
14.DZ8064	CAT D8R II DOZER	6YZ00916
14.DZ8065	CAT D8R II DOZER	6YZ01073
14.DZ8066	CAT D8R II DOZER	6YZ01279
14.DZ8067	CAT D8R II DOZER	6YZ01405
14.DZ8068	CAT D8R II DOZER	6YZ01645
14.DZ8069	CAT D8R II DOZER	6YZ01775
14.DZ8070	CAT D8R II DOZER	6YZ01776
14.DZ8072	CAT D8T DOZER	06YZ1813
14.DZ8073	CAT D8T DOZER	KPZ00824
14.DZ8074	CAT C8T DOZER	KPZ00914
14.DZ8075	CAT D8T DOZER	J8B00572
14.DZ8076	CAT D8T DOZER	KPZ01030
14.DZ8090	CAT D9N DOZER	KPZ01243
14.DZ8091	CAT D10R CRAWLER TRACTOR	1JD01007
14.DZ8092	CAT D10R 2011 CRAWLER TRACTOR	3KR00728
14.DZ9050	CAT D6R DOZER	3KR75033
14.DZ9051	CAT D6D DOZER	SLN02103
15.SC8210	CAT 621E SCRAPER	20X03469
15.SC8211	CAT 621E SCRAPER	6AB01282
15.SC8212	CAT 631 E SCRAPER	6AB01405
15.SC8213	CAT 631E SCRAPER	1AB01460
15.SC8214	CAT 631E SCRAPER	1AB01461
15.SC8215	CAT 631E SCRAPER	1AB01462
15.SC8216	CAT 631E SCRAPER	CMT00408
15.SC8217	CAT 621F SCRAPER	1AB01407
15.SC8218	CAT 621F SCRAPER	8PL00054
15.SC8219	CAT 621F SCRAPER	8PL00058
15.SC8220	CAT 615C SCRAPER	8PL00060
15.SC8221	CAT 615C SCRAPER	9XG00715
15.SC8222	CAT 615C SCRAPER	9XG00913
15.SC8223	CAT 615C SCRAPER	9XG01124
15.SC8224	CAT 631G SCRAPER	9XG01455
15.SC8225	CAT 631G SCRAPER	CLR00408
15.SC8226	CAT 615C SCRAPER	CLR00409
		9XG01892

# ATTACHMENT "A"

2018-2019

Equipment	Description	VINNumber
15.SC8227	CAT 631E SCRAPER-SINGLE ENG	
15.SC8228	CAT 631E SCRAPER-SINGLE ENGINE	1AB01505
15.SC8229	CAT 631E SCRAPER-SINGLE ENGINE	1NB00914
15.SC8230	CAT 631E SCRAPER-SINGLE ENGINE	1NB00921
17.LD8880	CAT 963B TRACK LOADER	1NB00923
17.LD8881	CAT 963B TRACK LOADER	9BL01631
17.LD8882	CAT 963C TRACK LOADER	9BL02127
17.LD8883	CAT 963C TRACK LOADER	2DS02692
17.LD8884	CAT 963C TRACK LOADER	2DS03065
17.LD8885	CAT 963C TRACK LOADER	BBD01542
17.LD8886	CAT 963C TRACK LOADER	BBD01246
23.LD6601	VOLVO L150E WHEEL LOADER	BBD02401
23.LD6602	CAT 966F WHEEL LOADER	L150EV8595
23.LD6603	CAT 966G WHEEL LOADER	4T600248 ENG 08Z60678
23.LD6604	CAT 980H WHEEL LOADER	3SW01421
23.LD6606	2015 CAT 980M WHEEL LOADER	JMS02230
23.LD7601	WA500-3L KOMATSU WHEEL LOADER - GREER	OKRS00378
23.LD7602	966G CAT WHEEL LOADER - GREER	A70528
23.LD7603	966G CAT WHEEL LOADER - GREER	3SW00449
23.LD7604	950G CAT WHEEL LOADER - GREER	3SW00351
23.LD7605	966G CATERPILLAR WHEEL LOADER - GREER	AXX01427
23.LD7606	WA450-5L KOMATSU WHEEL LOADER - GREER	3SW00262
23.LD7609	WA500-1 KOMATSU WHEEL LOADER - GREER	A36389
23.LD7610	CAT IT28G TOOL CARRIER - GREER	A60062
23.LD8802	CAT IT28B WHEEL LOADER	8CR02774
23.LD8803	CAT IT28F WHEEL LOADER	1HF02343
23.LD8804	CAT IT28F WHEEL LOADER	3CL01621
23.LD8805	CAT IT28F WHEEL LOADER	6FN00335
23.LD8806	CAT IT28G WHEEL LOADER	3CL01668
23.LD8808	CAT IT28G WHEEL LOADER	8CR00162
23.LD8820	CAT 924G WHEEL LOADER	8CR03791
23.LD8821	CAT 930G WHEEL LOADER	9SW00782
23.LD8822	CAT 930G WHEEL LOADER	TWR02306
23.SK6716	CASE 1845C SKID STEER	TWR02434
23.SK6717	CASE 1840 SKID STEER	JAF0252626
23.SK6718	CASE 60XT SKID STEER RUBBERTIRE	JAF0362385
23.SK6719	CASE 348B SKID STEER	JAF0366061
23.SK7715	IC 40XT UNILOADER - GREER	0SCL01778
23.SK7716	248B CATERPILLAR SKID STEER - GREER	JAF0388031
		SCL00276

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Equipment	Description	VINNumber
23.SK7717	SK714-5 KOMATSU SKID STEER - GREER	
23.SK7718	SK1020-5 KOMATSU SKID STEER - GREER	TF02116
23.SK7719	SK1020-5 KOMATSU SKID STEER - GREER	TF00305
23.SK7720	257 CATERPILLAR SKID STEER - GREER	TF00303
23.SK7721	SK815-5 KOMATSU SKID STEER - GREER	SLK00397
23.SK7722	SK714-5 KOMATSU SKID STEER - GREER	TF00278
23.SK7723	SK714-5 KOMATSU SKID STEER - GREER	F002117
23.SK8710	CAT 277 SKID STEER	F002118
23.SK8711	CAT 277 SKID STEER	CNC01759
23.SK8712	CAT 277 SKID STEER	CNC01761
23.SK8713	CAT 277B SKID STEER	CNC01762
23.SK8714	CAT 277B SKID STEER	MDH00310
23.SK8715	CAT 277B SKID STEER	MDH00311
23.SK8716	CAT 277B SKID STEER	MDH00654
23.SK8717	CAT 277B SKID STEER	MDH00655
23.SK8719	CAT 246B SKID STEER	MDH02019
23.SK8722	CAT 277C SKID STEER	PAT02742
23.SK8725	CAT 277C SKID STEER	JWF00998
23.SK8726	CAT 279C SKID STEER	JWF01011
24.BH6501	CASE 580SL BACKHOE	MBT00924
24.BH6502	CASE 580M RUBBERTIRE HOE	JJG0268381
24.BH7501	416C CATERPILLAR BACKHOE - GREER	JJG0310471
24.BH7503	WB140-2N KOMATSU BACKHOE - GREER	5YN06632
24.BH7506	WB140-25C KOMATSU BACKHOE - GREER	A21719
24.BH8501	CAT 416C IT RUMMBER TIRE BACKHOE	A21723
24.BH8502	CAT 416C RUBBER TIRE BACKHOE	1WR08273
24.BH8503	CAT 416C RUBBER TIRE BACKHOE	5YN06264
24.BH8504	CAT 416C RUBBER TIRE BACKHOE	5YN06635
24.BH8505	CAT 420D IT RUBER TIRE BACKHOE	5YN06907
24.BH8506	CAT 420D RUBBER TIRE BACKHOE	BLN00570
24.BH8507	CAT 420D RUBBER TIRE BACKHOE	FDP02499
24.BH8509	CAT 420D RUBBER TIRE BACKHOE	FDP00350
24.BH8510	CAT 420D RUBBER TIRE BACKHOE W/HAMMER	FDP07336
24.BH8511	CAT 420D RUBBER TIRE BACKHOE	FDP12767
24.BH8512	CAT 420D RUBBER TIRE BACKHOE	FDP15126
24.BH8513	CAT 420D RUBBER TIRE BACKHOE	FDP15127
24.BH8514	CAT 420D IT RUBBER TIRE BACKHOE	FDP15178
24.BH8515	CAT 420D IT RUBBER TIRE BACKHOE	BLN10759
24.FM9013	JOHN DEERE 6430 TRACTOR	BLN10681
		L06430H662618

# ATTACHMENT "A"

2018-2019

Equipment	Description	VINNumber
26.RT8601	IHI IC 100-7 RUBBER TRACK DUMP TRUCK	
26.RT8602	IHI RUBBER TRACK DUMP TRUCK	CB000275
26.RT8603	IHI RUBBER TRACK DUMP TRUCK	CB000276
26.RT8610	CAT 773F ROCK TRUCK	CB001031
26.RT8611	CAT 773F ROCK TRUCK	EED01074
26.RT8612	CAT 773F OFF HIGHWAY TRUCK	EED01075
27.AT8610	CAT 730 ARTICULATED DUMP TRK	EED01076
27.AT8611	CAT 730 ARTICULATED DUMP TRK	AGF00786
27.AT8612	CAT 730 ARTICULATED DUMP TRK	AGF00787
27.AT8613	CAT 730 ARTICULATED DUMP TRK	AGF00788
27.AT8614	CAT 730 ARTICULATED DUMP TRK	AGF00814
27.AT8615	CAT 730 ARTICULATED DUMP TRK	AGF00815
27.AT8616	CAT 730 ARTICULATED EJECTOR	AGF00661
27.AT8617	CAT 730 ARTICULATED EJECTOR	B1W00162
27.AT8618	CAT 730 ARTICULATED EJECTOR	B1W00163
27.AT8619	CAT 730 ARTICULATED EJECTOR	B1W00177
27.AT8620	CAT 730 ARTICULATED EJECTOR	B1W00234
27.AT8641	CAT 740 ARTICULATED EJECTOR	B1W00235
27.AT8642	CAT 740 ARTICULATED EJECTOR	AZZ00280
27.AT8643	CAT 740 ARTICULATED EJECTOR	AZZ00281
27.AT8645	CAT 740 ARTICULATED EJECTOR	AZZ00342
27.AT8646	CAT 740 ARTICULATED EJECTOR	B1R00214
27.AT8647	CAT 740 ARTICULATED EJECTOR	B1R00230
27.AT8648	CAT 740 ARTICULATED EJECTOR	B1R00318
29.HR7402	TRMAC V32 HYDRAULIC HAMMER - GREER	B1R00389
29.HR7403	TRAMAC 85 HYDRAULIC HAMMER - GREER	135558
29.HR8402	NPK HYD HOE RAM HAMMER	138968
29.HR8403	NPK HYD HOE RAM HAMMER	26679
29.HR8404	NPK HYD HOE RAM HAMMER 16X	33327
29.HR8405	NPK HYD HOE RAM HAMMER 16X	52863
29.HR8406	NPK HYD HOE RAM HAMMER 4X	60001
29.HR8407	NPK HYD HOE RAM HAMMER 2X	60001
29.HR8409	NPK E205 HYD HOE RAM HAMMER	AXC16152
29.HR8410	NPK E220 HYD HOE RAM HAMMER	71852
29.HR8411	NPK E220 HYD HOE RAM HAMMER	76117
29.HR8413	NPK 1500LB HYD HAMMER	75240
29.HR8414	2014 NPK GH-18 HAMMER	85699
29.PG8030	MOBARK 1300 TUB GRINDER	109112
29.PG8031	MORBARK CHIPPER	571-196
		1981



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2018-2019

Equipment	Description	VINNumber
30.GR6420	JOHN DEERE 570B GRADER	
30.GR6421	LEEBOY 685 MOTOR GRADER	DW570BX524615
30.GR6422	CAT 12G MOTOR GRADER	360
30.GR6423	CAT 12H MOTOR GRADER	61M14998
30.GR6424	CAT 12H MOTOR GRADER	AMZ00644
30.GR7420	CAT 12H MOTOR GRADER - GREER	AMZ00944
30.GR7421	12H CATERPILLAR MOTOR GRADER	AMZ00954
30.GR7422	12H CATERPILLAR MOTOR GRADER - GREER	4XM01808
30.GR7423	12G CATERPILLAR MOTOR GRADER - GREER	AMZ00303
30.GR7424	12G CATERPILLAR MOTOR GRADER - GREER	61M4275
30.GR7425	12G CATERPILLAR MOTOR GRADER - GREER	61M15340
30.GR8420	JOHN DEERE 570B GRADER	61M08946
30.GR8421	CAT 14H MOTOR GRADER	93U03480
30.GR8422	FIAT FG65C MOTOR GRADER	7WJ00060
30.GR8423	CAT 14H MOTOR GRADER	85505140
30.GR8424	CAT 14H MOTOR GRADER	7WJ00498
30.GR8425	CAT 14H MOTOR GRADER	7WJ01285
30.GR8426	CAT 14H MOTOR GRADER	7WJ01968
30.GR8427	CAT 14H MOTOR GRADER	ASE01090
30.RC7190	CMI TR-4503 TRIMMER RECLAIMER - GREER	ASE01497
30.RC8190	CAT RR250 ROAD RECLAIMER	544360
31.EX6521	CAT 325B EXCAVATOR	6ED00325
31.EX7520	XL 3300 TELESCOPIC EXCAVATOR - GREER	2JR02506
31.EX7521	PC150LC-6K KOMATSU EXCAVATOR - GREER	210017487
31.EX7522	PC228USLC-3 KOMATSU EXCAVATOR - GREER	K32346
31.EX7523	PC220LC-6 KOMATSU EXCAVATOR - GREER	20281
31.EX7524	PC220LC-6 KOMATSU EXCAVATOR - GREER	50223
31.EX7526	PC400L-C-6LK KOMATSU EXCAVATOR - GREER	A83812
31.EX8520	CAT 325BL-H EXCAVATOR HOE RAM	A85044
31.EX8521	KOMATSU PC290LC-11 EXCAVATOR	2JR01626
31.EX8525	CAT 345B LME EXCAVATOR	A27081
31.EX8526	CAT 325CL EXCAVATOR HOE RAM	AGS00832
31.EX8527	CAT 365B LME EXCAVATOR	2
31.EX8528	CAT 325CL-H EXCAVATOR HOE RAM	DER00123
31.EX8529	CAT 322CL-H EXCAVATOR HOE RAM	BFE00651
31.EX8530	CAT 325CL EXCAVATOR	BFE00853
31.EX8531	CAT 345BL ME II EXCAVATOR	CRB00791
31.EX8532	CAT 325CL EXCAVATOR HOE RAM	AGS02329
31.EX8533	CAT 325CL EXCAVATOR	CRB00976
		CRB00987

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2018-2019

Equipment	Description	VINNumber
31.EX8534	CAT 325CL EXCAVATOR	
31.EX8535	CAT 330CL EXCAVATOR	BFE01641
31.EX8536	CAT 330CL EXCAVATOR	DKY03554
31.EX8537	CAT 312CL EXCAVATOR	KDD01057
31.EX8538	CAT 330DL EXCAVATOR	CBA02416
31.EX8539	CAT 325CL EXCAVATOR	MWP01039
31.EX8540	CAT 325CL EXCAVATOR	PAL00335
31.EX8541	CAT 345C EXCAVATOR	PAL00401
31.EX8542	CAT 325DL EXCAVATOR	PJW01928
31.EX8543	CAT 325DL EXCAVATOR	0A3R01064
31.EX8544	CAT 312CL EXCAVATOR	0A3R01072
31.EX8545	KOMATSU PC800LC-8 EXCAVATOR	CBA04501
31.EX8546	CAT 336EL W/SITECH	55225
34.MM7283	MESSAGE BOARD - GREER	FJH00262
34.MM8287	MESSAGE BOARD	6489
34.MM8288	MESSAGE BOARD	589286
34.MM8292	ADD CO DL 1000 MESSAGE BOARD	585610
34.MS8812	ADD CO DL1000 MESSAGE BOARD	
41.PC8041	EXTEC IMPACT CRUSHER	
43.PC8042	EXTEC S5 SCREEN PLANT	9983
46.ZZ0102	H&B 4,000 LB PLANT 12	10163
46.ZZ0103	BARBER GREEN 10,000LB PLANT 13	
46.ZZ0104	BARBER GREENE 12,000 LB	
46.ZZ0105	BARBER GREEN 10,000 LB	
46.ZZ0106	ASTEC DOUBLE BARREL	
46.ZZ0112	HEATEC TAV-25E 25,000 GAL AC TANK	
46.ZZ0113	GEN-TEC 15,000 GA AC TANK	
46.ZZ0114	ADM RAP BIN AND FEEDER	3641
46.ZZ0116	ASTEC RAP CRUSHING/FEEDER SYSTEM	
46.ZZ0119	HEATEC HC-120 HELICAL COIL HEATER	
46.ZZ0120	GENTEC AGGREGATE FEED SYSTEM	H98-213
46.ZZ0122	HERMAN GREANT DC-70 DRYER & ACCY	C3A11119
46.ZZ0123	ASTEC SILO & DRAG CONVEYOR	0010445-0096924-IN
46.ZZ0124	PMI HIS CRUSHER-TYCO SCREEN	89-139
46.ZZ0125	RELIABLE COLD FEED BINS (5)	3242/50-3775
46.ZZ0126	ASTEC SBH-71-17 STATIONARY BAGHOUSE	1205-12162002
46.ZZ0127	BENSHAW MOTOR CONTROL CENTER	03JR0029.1
46.ZZ0128	MARKLINE BATCH HOUSE MODEL 1428	16136-3323
46.ZZ0130	GENTEC ACCU-BATCH	31331
		21239

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## 2018-2019

Equipment	Description	VINNumber
46.ZZ0131	GENTEC ACCU-BATCH	
46.ZZ0132	GENTEC ACCU-LOAD	21239
46.ZZ0133	BURNER TANK & FUEL PUMP	21239
46.ZZ0134	OIL-HEATER EXCHANGER	
46.ZZ0135	HAUCK STAR JET 520-E	
46.ZZ0138	TURBO RAP GATOR	
46.ZZ0139	GEAR BOX DRUM	
46.ZZ0140	PM2 BLENDING SYSTEM ASTEC	
46.ZZ0145	PORTABLE DOUBLE BARREL 07-003	
46.ZZ0146	WINSLOW TRUCK SCALE	
46.ZZ0147	STAR JET BURNER SJ4580F	84-11070-11
46.ZZ0148	STAR JET BURNER SJ4580F	
46.ZZ0149	COLD FEED SYSTEM	
46.ZZ0150	SCREEN DEISTER USM-2414	
46.ZZ0160	EXHAUST FAN ASSEMBLY 44"	
50.TK6216	FORD F650 FLAT BED/STEAM TRUCK	
50.TK8207	FORD F800 FLATBED	3FRWF6FC2BV369128
51.TK6360	GMC TOPKICK SINGLE AXLE DUMP TRUCK	1FDXK84A9PVA28785
51.TK6361	FOR L8000 SINGLE AXLE DUMP TRUCK	1GDL7H1J0MJ504445
51.TK7360	1995 CHEVROLET KODIAK DUMP TRUCK - GREER	1FTXR82E1TVA03542
51.TK8362	FORD LT9000 DUMP TRUCK	1GBM7H1P8SJ115485
51.TK8364	MARK RD688S DUMP TRUCK	1FDYU90L7SVA11262
51.TK8365	MACK RD688S DUMP TRUCK	1M2P324C1XM045131
51.TK8366	MACK RD688S DUMP TRUCK	1M2P324C3XM045132
51.TK8371	2013 CAT CT660S TRI-AXLE DUMP TRUCK	1M2P324C5XM045133
51.TK8372	2013 CAT CT660S TRI-AXLE DUMP TRUCK	3HTJGTKT0FN142926
51.TK8373	2013 CAT CT660S TRI-AXLE DUMP TRUCK	3HTJGTKT2FN142927
51.TK8374	2013 CAT CT660S TRI-AXLE DUMP TRUCK	3HTJGTKT4FN142928
52.TK6202	MACK CHN613 LOWBOY	3HTJGTKT7FN143250
52.TK7351	2002 PETERBILT 379 - GREER	1M1AJ07YX6N004761
52.TK7352	2001 PETERBILT 379 - GREER	1XP5PBEX52D585722
52.TK7354	2000 PETERBILT 379 - GREER	1XP5P4TXX1D560828
52.TK7355	2005 RED PETERBILT - GREER	1XP5DBOX5YN512790
52.TK7356	1999 PETERBILT 385 - GREER	1XP5DBOX25N862132
52.TK7357	2003 PETERBILT 379 - GREER	1XPGD09X4XD487644
52.TK7358	2006 PETERBILT 379 - GREER	1XP5DB9X93D588465
52.TK8351	FORD LT9000 TRACTOR	1XP5DBOX66N632515
52.TK8352	FORD LT9000 TRACTOR	1FDZA90X9JVA27851
52.TK8353	STERLING LOWBOY TRACTOR	1FDZA90X9SVA72712
		2FZNNXYB4XAA54556

# ATTACHMENT "A"

2018-2019

Equipment	Description	VINNumber
52.TK8354	KENWORTH W900L TRACTOR	
52.TK8355	FREIGHTLINER FL80 BOOM TRUCK	1XKWPBEX66J160415
52.TK8356	2005 STERLING L8500 W/NAT 20 TON CRANE	1FVXJBB6XHB47748
53.TK6302	MACK RS686 WATER TRUCK	2FZHAWDC35AN93228
53.TK6303	MACK CH613 WATER TRUCK	RS686LST21549
53.TK6304	KENWORTH T800 WATER TRUCK	1M2AA12Y0MW011685
53.TK7302	2000 KENWORTH T800 - GREER	1XKDD89X6VR752312
53.TK7303	1983 INTERNATIONAL 1754 - GREER	1XKDDU9X0YJ847236
53.TK7304	1986 INTERNATIONAL F2275 - GREER	1HTAA17E1DHB12019
53.TK7306	1987 MACK R56 - GREER	1HSZBGTR5GHA34414
53.TK7307	2000 WESTERN STAR 7964 EX4964EX - GREER	1M2T157CXHM003592
53.TK7308	1995 FORD LT9000C - GREER	2WKEDD3JXYK965837
53.TK7310	INTERNATIONAL S8100 T/A TRUCK - GREER	1FDYU90UXSVA35046
53.TK7312	1989 WESTERN STAR 490 - GREER	1HSHCA6R2RH591654
53.TK8302	FORD F7000 WATER TRUCK	2WKPDCC9K9K923005
53.TK8304	GMC WATER TRUCK	1FDNK70U1GVA35439
53.TK8305	FORD L9000 WATER TRUCK	1GDT9E4Z6HV521310
53.TK8306	FORD TANDEM AXLE WATER TRUCK	1FTYS95B4SVA30457
53.TK8307	STERLING LT7500 WATER TRUCK	1FDZS86F3WVA12985
53.TK8308	FREIGHTLINER FL80 WATER TRUCK	2FZNAJBB1XAF47144
53.TK8309	INTERNATIONAL 9100 WATER TRUCK	1FVHBXAK01HG68929
54.TK6341	INTERNATIONAL 4700 DISTRIBUTOR TRUCK	2HSCBAHR5YC071884
54.TK6342	FORD F750 DSITRIBUTOR TRUCK	1HTSCABN1YH287394
54.TK6345	FORD F750 DISTRIBUTOR TRUCK	3FRXF76P55V163576
54.TK7342	2000 ETNYRE S2000 DISTRIBUTOR - GREER	3FRXF75H37V396899
54.TK7343	2004 ETNYRE DISTRIBUTOR TRUCK - GREER	1HTSCABNXYH311031
54.TK7344	INTERNATIONAL ASPHALT DISTRIBUTOR TRUCK - GREER	2FZAASAK04AM42156
54.TK7345	1999 ETNYRE STERLING TRUCK - GREER	1HTZZAAN69J085319
55.TK6320	FREIGHTLINGER FL70 GREASE/FUEL TRUCK	2FZHLJAA6XAA12200
55.TK6321	FREIGHTLINGER FL70 GREASE/FUEL TRUCK	1FV6HFAA5PL416328
55.TK6322	INTERNATIONAL 4300 GREAST TRUCK	1FV6HLBA3XHF33358
55.TK6323	2005 FORD F750 FUEL & LUBE TRK	1HTMMAAL64H617546
55.TK6351	MACK LUBE/SUPPLY TRUCK	3FRXF75T15V136728
55.TK6352	INTERNATIONAL 4900 SUPPLY TRUCK	VG6BA03BOKB051844
55.TK7321	1991 MACK RD890SX - GREER	1HTSDNUN8NH405180
55.TK7322	1985 MACK SM886SX - GREER	1M2P274C7MM001114
55.TK7323	1981 MACK DMC886SX - GREER	1M2B156C0FA003385
55.TK7324	1997 FORD FUEL TRUCK - GREER	1M2C114C7BA001045
55.TK7325	1977 L9000 GREASE TRUCK - GREER	1FDXR82E9VVA27652
		W90UV026322



# ATTACHMENT "A"

2018-2019

Equipment	Description	VINNumber
55.TK7326	2000 MACK RD600GK-GLIDER - GREER	1M3P114K5YM002187
55.TK8320	FORD F800 GREASE TRUCK	1FDXK84A3NVA06309
55.TK8321	FREIGHTLINER FL70 FUEL TRUCK	1FV6HFAA7PL496554
55.TK8322	FORD L9000 GREASE TRUCK	1FDYR90TXRVA16547
55.TK8323	FORD L900 FUEL TRUCK	1FDYR90LORVA42400
55.TK8324	FORD F800 FUEL TRUCK	3FEXF8011XMA12919
55.TK8325	FORD F800 GREASE/FUEL TRUCK	3FEXF8018XMA12920
55.TK8326	FREIGHTLINER FL70 GREASE TRUCK	1FV6HLBA3YHF33457
60.SB7020	ROADTEC SB2500D SHUTTLE BUGGY - GREER	SB2500D-1080
60.SB7021	SB-2500B ROADTEC S-BUGGY - GREER	SB2500BX555
60.SB9020	ROADTEC SB2500 SHUTTLE BUGGY	SB2500BX549
60.SB9021	ROADTEC SB2500C SHUTTLE BUGGY	SB2500BX821
61.RW7200	ETNYRE CHIP SPREADER - GREER	K4561
61.RW7430	BLAWKNOX RW100 ROAD WIDENER - GREER	RW100-0956-017
61.RW7431	BLAWKNOX RW100 ROAD WIDENER - GREER	10019-1
61.RW7432	BLAWKNOX RW195D ROAD WIDNER - GREER	RW195D176691
61.RW7433	BLAWKNOX RW100 ROAD WIDENER - GREER	10028-14
61.RW7434	BARBER GREEN 730 ROAD WIDENER - GREER	BG730141
62.PV6403	BLAW KNOX PF180H PAVER	18033-03
62.PV6404	BLAW KNOX PF2181 PAVER	218101-89
62.PV6405	BLAW KNOX PF3200 PAVER	320032-25
62.PV6406	BLAWK NOX PF2181 PAVER	187355
62.PV6407	BLAW KNOX PAVER PF5510 PAVER	55103071
62.PV6430	CAT AP1000E 10' RUBBER TIRE PAVER	T1F00214
62.PV7403	BLAWKNOX PF5510 PAVER - GREER	551020-18
62.PV7404	BLAWKNOX PF5510 PAVER - GREER	320025-08
62.PV7405	BLAWKNOX PF3200 PAVER - GREER	320027-91
62.PV7406	BLAWKNOX PF5510 PAVER - GREER	551028-65
62.PV7407	BLAWKNOX PF2181 PAVER - GREER	218101-78
62.PV7408	BLAWKNOX PF3200 PAVER - GREER	187738
62.PV7409	VOLVO PF6170 PAVER - GREER	5189
62.PV7410	VOLVO PF6170 PAVER - GREER	5190
62.PV7411	BLAWKNOX PF2181 PAVER - GREER	218101-61
62.PV7412	PF2181 BLAW-KNOX PAVER - GREER	218101-68
62.PV9040	BLAW KNOX PF3200 PAVER	320027-76
62.PV9041	BLAW KNOX PF3200 PAVER	190718
64.RL6132	WACKER RD11A ROLLER	769301571
64.RL6133	INGERSOLL-RAND DD30 ROLLER	169693
64.RL6134	INGERSOLL-RAND DD30 ROLLER	173864

# ATTACHMENT "A"

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Equipment	Description	VINNumber
64.RL6135	CAT CB-543B ASPHALT COMPACTOR	
64.RL6136	CAT 534C ROLLER	4JL00183
64.RL6137	INGERSOLL-RAND DD90 ROLLER	5HN00425
64.RL6138	INGERSOLL-RAND DD90 ROLLER	170016
64.RL6139	INGERSOLL-RAND DD110HF ROLLER	170017
64.RL6140	INGERSOLL-RAND DD1180HF ROLLER	166397
64.RL6141	CAT CB54 XW COMPACTOR	194224
64.RL6142	CAT CB54 XW COMPACTOR	JLM00622
64.RL7129	FERGUSON 50 TON ROLLER - GREER	JLM00728
64.RL7130	BOMAG ROLLER BW120 AD - GREER	10066
64.RL7131	BOMAG 120AD ASPHALT ROLLER - GREER	1.0117E+11
64.RL7132	IR DD110 VIBRATORY ROLLER - GREER	1.01171E+11
64.RL7133	IR DD110 VIBRATORY ROLLER - GREER	148634
64.RL7134	BOMAG BW20R VIBRATORY ROLLER - GREER	148635
64.RL7135	IR DD110 VIBRATORY ROLLER - GREER	2.01531E+11
64.RL7136	IR DD110 VIBRATORY ROLLER - GREER	160779
64.RL7137	IR DD24 VIBATORY ROLLER - GREER	163091
64.RL7138	IR DD110 VIBATORY ROLLER - GREER	170547
64.RL7139	DYNAPAC CC143 VIBRATORY ROLLER - GREER	171967
64.RL7140	IR DD110HF ROLLER ASPHALT - GREER	60250401
64.RL7141	BOMAG BW 11 RH PNEUMATIC - GREER	176037
64.RL7142	CATERPILLAR CS533E COMPACTOR - GREER	901A22202028
64.RL7143	HAMM HD+120VV HF DOUBLE DRUM - GREER	ASL01645
64.RL7144	2007 INGERSOLL RAND ROLLER - GREER	1840123
64.RL7145	HAMM HD 120V ROLLER - GREER	194166
64.RL7146	CATERPILLAR CB54XW COMPACTOR - GREER	H1820149
64.RL7147	2013 VOLVO ROLLER - GREER	JLM00223
64.RL7148	IR DD90 VIBRATORY ROLLER - GREER	VCE00D31P05276291
64.RL7149	IR DD110 VIBATORY ROLLER - GREER	150482
64.RL7150	DD110HF VIBRATORY ROLLER-2003 - GREER	155125
64.RL7151	DD110HF VIBRATORY ROLLER-2003 - GREER	173182
64.RL7152	DD110 VIBRATORY ROLLER-1998 - GREER	175137
64.RL7153	BW120AD VIBRATORY ROLLER-1998 - GREER	153731
64.RL7154	SC115D VIBRATORY ROLLER-1997 - GREER	1.01171E+11
64.RL8130	CAT 825C COMPACTION ROLLER	148764
64.RL8131	CAT CP563 COMPACTION ROLLER	86X01004
64.RL8132	CAT 825C COMPACTION ROLLER	1YJ00380
64.RL8133	CAT CP563 COMPACTION ROLLER	86X01157
64.RL8134	CAT CP563 COMPACTION ROLLER	5JN00105
		5JN00248

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Equipment	Description	VINNumber
64.RL8135	CAT CB534B DOULBE DRUM ROLLER	
64.RL8137	CAT CB534B DOUBLE DRUM ROLLER	5JN00248
64.RL8138	CAT 825G COMPACTION ROLLER	4JL00187
64.RL8139	CAT CB534C COMPACTION ROLLER	6RN00339
64.RL8140	CAT C563 COMPACTION ROLLER	5HN00498
64.RL8141	CAT 563D COMPACTION ROLLER	4KN00774
64.RL8142	CAT 825G II COMPACTION ROLLER	9ZW00441
64.RL8143	CAT 825G II COMPACTION ROLLER	AXB00445
64.RL8144	CAT 563C COMPACTION ROLLER	AXB00446
64.RL8145	CAT 825G II COMPACTION ROLLER	9MW00564
64.RL8146	CAT CP563 COMPACTION ROLLER	AXB00486
64.RL8147	CAT CB534 DOUBLE DRUM ROLLER	9ZW00537
64.RL8149	WACKER RD11A ROLLER	5HN00725
64.RL9030	INGERSOL RAND DD110 ROLLER DOULBE DRUM	540835
64.RL9031	I.R. DD110 ROLLER	5357
65.RL6131	BOMAG BW 12R RUBBERTIRE ROLLER	5361
69.MM9001	CAT PM201 MILLING MACHINE	106610020173
69.MM9002	CAT PM200 MILLING MACHINE	PM201KPNM00211
71.CM7022	POWERCURBER 5700B - GREER	PM200JP1C000304
71.CM8020	GOMACO GT-6000 WALL MACHINE	5700B-10-0220590
71.CM8022	5700B POWER CURBER	MC16436-01
71.CM8023	5700B POWER CURBER	601200367
71.PV7412	GOMACO GT6300 SLIP PAVER - GREER	57B03060131698
71.PV8401	TERRAMITE SCREED CONCRETE	900100-249
74.DR8402	FURUKAWA HCR1200-ED HYDRAULIC DRILL	26RS0102
74.DR8403	FURUKAWA HCR1200-ED HYDRAULIC DRILL	1352214
76.AC7901	IR EPE50 AIR COMPRESSOR - GREER	1352182
88.GP7106	GPS PAVER TRACKER SYSTEM - GREER	CA0469
88.GP8010	TRIMBLE GPS BASE D6N LGP, SN8900 RAD	5500V
88.GP8011	TRIMBLE GPS BASE D6N LGP, SN8900 RAD	
88.GP8101	GPS SPS850 BASE STATION	
88.GP8103	TRIMBLE GPS GCS900 DUAL GRADER	
88.GP8104	SPS882 ROVER/BASE	
88.GP8105	SPS882 ROVER/RADIO KIT	
88.GP8106	GCS900 ACCUGRADE GPS - DZ8042	49394022346
88.GP8107	GCS900 GPS System - D8 Dozer	
88.GP8108	GCS900 GPS System - 14H Grader	
88.GP8109	GCS900 ACCUGRADE GPS SYSTEM D8T ON DZ8076	
88.GP8110	SITECH ACCUGRADE	

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2018-2019

Equipment	Description	VINNumber
88.GP8111	SITECH ACCUGRADE	
88.LP7010	ALLMAND 695 LIGHT PLANT-2001 - GREER	0037ML01
88.LP7011	LIGHTSOURCE LIGHT PLANT - GREER	328208
88.MH8810	FECON BH040EXC MULCHING MACHINE	00BH40E010155
88.MM7258	ORANGE CRUSH-PAVEMENT BREAKER - GREER	
88.MM7259	AFG1A GYRATORY COMPACTOR - GREER	1348
88.MM7260	AFS1A GYRATORY COMPACTOR - GREER	1076
88.MM7261	AFG1A GYRATORY COMPACTOR - GREER	1161
88.MM7262	AFG1A GYRATORY COMPACTOR - GREER	1197
88.MM7263	AFG1A GYATORY COMPACTOR - GREER	1320
88.MM7278	ALTEC CX30ATD PLANNER - GREER	93CX00492
88.MM7547	RIVINIUS R600B BASE SPREADER - GREER	6B94286
88.MM7548	RIVINIUS R600B BASE SPREADER - GREER	6B96318
88.MM7621	PITTSBURG PLANT TOOLS & EQUIPMENT - GREER	
88.MM7623	MOUNT VERNON PLANT TOOLS & EQUIPMENT - GREER	
88.MM7624	WILLIAMSBURG PLANT TOOLS & EQUIPMENT - GREER	
88.MM7680	ATS SOUTHERN SHOP TOOLS & EQUIPMENT - GREER	
88.MM7681	ATS SOUTHERN SHOP MISC TRUCKS - GREER	
88.MM7682	ATS SOUTHERN LAB EQUIPMENT - GREER	
88.MM7683	ATS SOUTHERN MISC EQUIP - GREER	
88.MM8000	TROXLER 3450 GAUGE	
88.MM8276	ALITEC CP24AT PLANER	66018
88.MM8277	CAT PC204	
88.MM8281	CORE DRILL	S2994
88.MM8284	VERMEER V-450 TRENCHER PORTABLE	16647
88.MM8312	TOPCON PIPE LASER	150-26596
88.MM8313	TOPCON PIPE LASER	VF1096
88.MM8314	TOPCON PIPE LASER	VF1242
88.MM8341	TRIMBLE MS750	
88.MM8342	TRIMBLE MS750	
88.MM8343	GPS TERRAMODL BASE STATION	
88.MM8357	GPS TSC2 & CONTROLLER	
88.MM8433	TOPCAN BLAWKNOX PAVER ELECTRONICS	
88.MM8434	TOPCON 5500V SYST VS TRACKER	10320570/13020563
88.MM8464	TRIMBLE SITEVISION	
88.PB8901	TWIN DISC BRUSH BURNER	
88.PL8925	TOPCN TPL4GV	VF0442
88.PL8930	TOPCON PIPE LASER TPL4GV	VF1251
88.PL8931	TOPCON TP-64CG PIPE LASER	VF1704



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Equipment	Description	VINNumber
88.PL8936	AGTEC GRADE LASER	0532
88.RL8102	RAMMAX RW1404 ROLLER	325581
88.RL8103	RAMMAX P33HMR ROLLER	330887
88.SB8901	FINN B70 BALE STRAW BLOWER	SD2933
88.SE6104	DIAMON CORE SAW MOUNTED ON TK	1301248
88.SE6930	TRIMBLE GPS MACHINE	3417J0115M
88.WP8928	GORMAN RUPP 6" WATER PUMP	1424063
88.WT6303	WATER TANK FOR TRUCK	
88.WT6304	WATER TANK FOR TRUCK 4000 GA	
88.WT6305	WATER TANK FOR TK8305	T422
91.BLDG1	OLD FRANKFORT PIKE BLDG - LAB	
91.BLDG2	2051 ENTERPRISE CIRCLE - SHOP	
91.ZZ0129	MARK LINE MODEL 1265	
98.CMP1	COMPUTER SOFTWARE	
98.CMP2	COMPUTER EQUIPMENT	
98.IMP01	LAB IMPROVEMENTS	
98.OE1	OFFICE EQUIPMENT - COMPUTERS	
98.OE10	4 DELL OPTIPLEX 330 COMPUTERS	
98.OE11	COMPUTER	
98.OE12	COMPUTER	
98.OE13	COMPUTER	
98.OE14	COMPUTER	
98.OE15	COPIER - ENGINEERING ROOM	
98.OE2	HEAY BID ADVANCED - SOFTWARE	
98.OE3	DELL PRECISION M6300	
98.OE4	LAPTOP COMPUTERS	
98.OE5	COMPUTER	
98.OE6	3D SOFTWARE	
98.OE7	COPIER	
98.OE8	COMPUTERS	
98.OE9	COMPUTER	
98.OF1	CONF. TABLE, SOFA, CHAIRS	
98.OF2	DRAFTING TABLE, CABINET	
98.OF3	OFFICE FURNITURE	
01.LT8101	FORD F150	1FTRF12235NA79779
01.LT8102	FORD F150	1FTPX14V56FB21036
91.BLDG1	OLD FRANKFORT PIKE BLDG - LAB	
91.BLDG2	2051 ENTERPRISE CIRCLE - SHOP	
98.OE1	OFFICE EQUIPMENT - COMPUTERS	

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Equipment	Description	VINNumber
98.OE2	HEAY BID ADVANCED - SOFTWARE	
98.OE3	DELL PRECISION M6300	
98.OE4	LAPTOP COMPUTERS	
98.OF1	CONF. TABLE, SOFA, CHAIRS	
01.LT6103	CHEVY 2500 4X2	
01.LT6106	CHEVY 2500 4 X 2	1GCGC24U42Z118856
01.LT6107	CHEVY 1500 4X2 EXT CAB	1GCGC24U13Z226854
01.LT6110	CHEVY 1500 4X2 EXT CAB	2GCEC19T041148952
01.LT6112	CHEVY 1500 4X2 EXT CAB	1GCHC29U35E251696
01.LT6113	FORD F150 4X2	1GCEC19TX6Z169253
01.LT6117	FORD RANGER 4X2	1FTRF12266NA60290
01.LT6118	FORD RANGER 4X2	1FTYR10D66PA72841
01.LT6119	CHEVY 1500 4X2 EXT CAB	1FTZR14U47PA16381
01.LT6122	CHEVY 2500 4X2 EXT CAB	1GCEC19V97Z100217
01.LT6123	CHEVY 2500 4X2 EXT CAB	1GCHC29U67E176687
01.LT6124	CHEVY 2500 4X2 EXT CAB	1GCHC29UX7E198451
01.LT6125	FORD F150 4X2	1GCHC29U77E195524
01.LT6126	FORD RANGER	1FTRF12267NA48173
01.LT6127	FORD F150 4X4 EXT CAB	1FTYR10U77PA23200
01.LT6128	FORD RANGER	1FTPX14V77FB26224
01.LT6130	FORD F150 EXT CAB	1FTZR44U45PA26097
01.LT6131	FORD F150 EXT CAB	1FTPX12V47FA33213
01.LT6132	CHEVY 1500 4X4 EXT CAB	1FTPX12V17KC88120
01.LT6202	CHEVY TAHOE 1500 4X4	1GCEK190X8Z203686
01.LT6204	TOYOTA SEQUOIA LIMITED	1GNEK13017R168857
01.LT8107	FORD F250 4X4 EXT CAB	5TDJW5G13BS043729
01.LT8108	TOYOTA TUNDRA 4X4 EXT CAB	1FTSX2B52AEA97201
01.LT8109	TOYOTA TUNDRA 4X4 EXT CAB	5TFUW5F12AX115401
01.LT8110	FORD F250 4X4 EXT CAB	5TFUW5F13AX118663
01.LT8112	FORD F250 STEAM TRUCK	1FTSX21568EE63091
01.LT8113	FORD F250 4X4	1FTHF25M9MNA08728
01.LT8114	FORD F250 4X4	1FTNF21508EE35304
01.LT8116	2008 FORD F250 TRUCK	1FTNF21548EE35323
01.LT8141	FORD F250 STEAM TRUCK	1FTNF21538EE35300
01.LT8148	FORD F250 4X5	1FTNF20F7XEB99971
01.LT8160	FORD F250 4X4	1FTNF21F4XEE19579
01.LT8161	FORD F250 4X4	1FTNX20F42EA66655
01.LT8163	FORD F250 4X4 FLAT BED	1FTNF20F02EC59842
01.LT8166	FORD F250 4X4	1FTNF21FX2EC83113
		1FTNF21P03EC23058

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Equipment	Description	VINNumber
01.LT8167	FORD F150 4X4	1FTRW08L23KC61725
01.LT8171	FORD F250 4X4	1FTNF21PX4ED16008
01.LT8174	FORD F250 4X4	1FTNX20P94ED21179
01.LT8175	FORD F250 4X5	1FTNX20P84EE01167
01.LT8177	CHEVY 2500 4X4	1GCHK23D76F140625
01.LT8178	CHEVY COLORADO	1GCDT196668198129
01.LT8179	CHEVY SILVERADO	1GCHC29D26E171064
01.LT8180	CHEVY SILVERADO	1GCHC29D66E171892
01.LT8181	CHEVY 2500 4X4	1GCHK24618E116667
01.LT8182	2008 CHEVY SILVERADO	1GCHK24628E143764
01.LT8183	CHEVY 3500 4X4 FLATBED	1GCHK346X8E149382
01.LT8185	CHEVY COLORADO	1GCDT196168223955
01.LT8186	CHEVY 2500	1GCHK24D56E208246
01.LT8187	CHEVY SILVERADO	3GCEC14X76G6194248
01.LT8188	CHEVY SILVERADO 4X2	3GCEC14X56G194393
01.LT8189	CHEVY SILVERADO	1GCJK33205F941496
01.LT8190	CHEVY SILVERADO	1GCJK33D56F156586
01.LT8191	CHEVY 3500 4X4	1GCJK33D26F227727
01.LT8193	CHEVY 2500 4X4	1GCHK24D27E117517
01.LT8194	CHEVY 2500 4X4	1GCHK24D87E144155
01.LT8195	CHEVY 2500 4X4	1GCHK29D27E144807
01.LT8196	CHEVY 2500 4X4	1GCHK29687E550351
01.LT8198	CHEVY 2500 4X4	1GCHC29K57E560328
01.LT8199	FORD F250 4X4	1FTNF21578ED95657
01.LT8200	CHEVY COLORADO EXT CAB	1GCDT19E088164035
01.LT8213	GMC ENVOY	1GKDT135X42230204
01.LT8219	CHEVY TAHOE 4X4	1GNFK130X7J350852
01.LT8220	TOYOTA 4RUNNER	JTEBU14R480132097
01.LT8221	FORD EXPEDITION 4X4	1FMFU16578LA78949
01.LT8223	CHEVY CK30943	1GCJK33618F146691
01.LT8225	TOYOTA SR5 4 RUNNER	JTEBU14R49K038890
01.LT8226	CHEVY TRAILBLAZER	1GTNDT13S382211843
01.LT8227	CHEVY TAHOE 4X4	1GNUKAE02AR170715
01.TK6211	FORD F350 DUMP TRUCK	3FDWF36F8XMA19503
01.TK6212	CHEVY 3500 FLATBED	1GBJK34J6XF074375
01.TK6214	FORD F450	1FDXX46R28EA56670
01.TK6250	CHEVY C5500 MECHANIC TRUCK	1GBE5E1183F505687
01.TK8208	FORD F350 FLATBED	1FDWF36F81EC61463
01.TK8209	FORD F450 FLATBED	1FDXF46FXXEB40646

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2018-2019

Equipment	Description	VINNumber
01.TK8210	FORD F550 POWDER TRUCK	
01.TK8211	FORD F350 POWDER TRUCK	1FDAF57F02EB50461
01.TK8212	CHEVY 3500 POWER TRUCK	1FDWF37P03ED89299
01.TK8214	FORD F250 4X2 4 DOOR	1GBJK34132E125300
04.TR6807	TRAILMAX T-12-UT TRAIL	1FTSW2A52AEA03225
04.TR8800	TRAILER	1G9KS21272A065560
04.TR8805	TRAIL KING LOWBOY	40FG0533991030586
04.TR8806	TRAIL KING LOWBOY	1TKJ048385B010080
07.TK6251	FORD F450 MECHANIC TRUCK	1TKS005125B019552
07.TK6253	FORD F650 EXT CAB MECHANIC TRUCK	1FDXF46P75ED35268
07.TK6254	FORD F750 MECHANIC TRUCK	3FRWX65F66V323252
07.TK8250	KENWORTH T300 MECHANIC TRUCK	3FRWX75H18V668649
07.TK8251	FORD F650 MECHANIC TRUCK	2XKMA78X8TM711160
07.TK8252	FORD F550 MECHANIC TRUCK	3FDWF65GX2MA12783
07.TK8253	FORD F550 MECHANIC TRUCK	1FDAF57P85EA17105
07.TK8254	FORD F450 MECHANIC TRUCK	1FDAF57P05ED15924
07.TK8255	CHEVY 3500 MECHANIC TRUCK	1FDXF47P77EA73320
10.CR8010	GROVE RT740B CRANE	1GCHK34657E558565
12.ML6011	GENIE S80 4 X 4 AERIAL LIFT	
14.DZ8013	CAT D8T DOZER	2658
14.DZ8020	CAT D5N LGP DOZER	KPZ00393
14.DZ8021	CAT D5N LGP DOZER	
14.DZ8040	CAT D6R XL DOZER	
14.DZ8041	CAT D6 DOZER	
14.DZ8042	CAT D6N LGP DOZER	
14.DZ8043	CAT D6N LGP DOZER	
14.DZ8044	CAT 6N LGP DOZER	
14.DZ8060	CAT D8R DOZER	
14.DZ8061	CAT D8R II DOZER	
14.DZ8062	CAT D8R II DOZER	
14.DZ8063	CAT D8R II DOZER	
14.DZ8064	CAT D8R II DOZER	
14.DZ8065	CAT D8R II DOZER	
14.DZ8066	CAT D8R II DOZER	
14.DZ8067	CAT D8R II DOZER	
14.DZ8068	CAT D8R II DOZER	
14.DZ8069	CAT D8R II DOZER	
14.DZ8070	CAT D8R II DOZER	
14.DZ8072	CAT D8T DOZER	

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2018-2019

Equipment	Description	VINNumber
14.DZ8073	CAT D8T DOZER	
14.DZ8074	CAT C8T DOZER	
14.DZ8075	CAT D8T DOZER	
14.DZ8076	CAT D8T DOZER	
14.DZ8090	CAT D9N DOZER	
15.SC8210	CAT 621E SCRAPER	
15.SC8211	CAT 621E SCRAPER	
15.SC8212	CAT 631 E SCRAPER	
15.SC8213	CAT 631E SCRAPER	
15.SC8214	CAT 631E SCRAPER	
15.SC8215	CAT 631E SCRAPER	
15.SC8216	CAT 631E SCRAPER	
15.SC8217	CAT 621F SCRAPER	
15.SC8218	CAT 621F SCRAPER	
15.SC8219	CAT 621F SCRAPER	
15.SC8220	CAT 615C SCRAPER	
15.SC8221	CAT 615C SCRAPER	
15.SC8222	CAT 615C SCRAPER	
15.SC8223	CAT 615C SCRAPER	
15.SC8224	CAT 631G SCRAPER	
15.SC8225	CAT 631G SCRAPER	
15.SC8226	CAT 615C SCRAPER	
17.LD8880	CAT 963B TRACK LOADER	
17.LD8881	CAT 963B TRACK LOADER	
17.LD8882	CAT 963C TRACK LOADER	
17.LD8883	CAT 963C TRACK LOADER	
17.LD8884	CAT 963C TRACK LOADER	
17.LD8885	CAT 963C TRACK LOADER	
17.LD8886	CAT 963C TRACK LOADER	
23.LD8820	CAT 924G WHEEL LOADER	
23.LD8821	CAT 930G WHEEL LOADER	
23.LD8822	CAT 930G WHEEL LOADER	
23.SK8710	CAT 277 SKID STEER	
23.SK8711	CAT 277 SKID STEER	
23.SK8712	CAT 277 SKID STEER	
23.SK8713	CAT 277B SKID STEER	
23.SK8714	CAT 277B SKID STEER	
23.SK8715	CAT 277B SKID STEER	
23.SK8716	CAT 277B SKID STEER	



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Equipment	Description	VINNumber
23.SK8717	CAT 277B SKID STEER	
23.SK8719	CAT 246B SKID STEER	
23.SK8722	CAT 277C SKID STEER	
23.SK8725	CAT 277C SKID STEER	
23.SK8726	CAT 279C SKID STEER	
24.BH8501	CAT 416C IT RUMMBER TIRE BACKHOE	
24.BH8502	CAT 416C RUBBER TIRE BACKHOE	
24.BH8503	CAT 416C RUBBER TIRE BACKHOE	
24.BH8504	CAT 416C RUBBER TIRE BACKHOE	
24.BH8505	CAT 420D IT RUBER TIRE BACKHOE	
24.BH8506	CAT 420D RUBBER TIRE BACKHOE	
24.BH8507	CAT 420D RUBBER TIRE BACKHOE	
24.BH8509	CAT 420D RUBBER TIRE BACKHOE	
24.BH8510	CAT 420D RUBBER TIRE BACKHOE W/HAMMER	
24.BH8511	CAT 420D RUBBER TIRE BACKHOE	
24.BH8512	CAT 420D RUBBER TIRE BACKHOE	
24.BH8513	CAT 420D RUBBER TIRE BACKHOE	
24.BH8514	CAT 420D IT RUBBER TIRE BACKHOE	
24.BH8515	CAT 420D IT RUBBER TIRE BACKHOE	
26.RT8601	IHI IC 100-7 RUBBER TRACK DUMP TRUCK	
26.RT8602	IHI RUBBER TRACK DUMP TRUCK	
26.RT8603	IHI RUBBER TRACK DUMP TRUCK	
26.RT8610	CAT 773F ROCK TRUCK	
26.RT8611	CAT 773F ROCK TRUCK	
27.AT8610	CAT 730 ARTICULATED DUMP TRK	
27.AT8611	CAT 730 ARTICULATED DUMP TRK	
27.AT8612	CAT 730 ARTICULATED DUMP TRK	
27.AT8613	CAT 730 ARTICULATD DUMP TRK	
27.AT8614	CAT 730 ARTICULATED DUMP TRK	
27.AT8615	CAT 730 ARTICULATED DUMP TRK	
27.AT8616	CAT 730 ARTICULATED DUMP TRK	
27.AT8617	CAT 730 ARTICULATED EJECTOR	
27.AT8618	CAT 730 ARTICULATED EJECTOR	
27.AT8619	CAT 730 ARTICULATED EJECTOR	
27.AT8620	CAT 730 ARTICULATED EJECTOR	
27.AT8641	CAT 740 ARTICULATED EJECTOR	
27.AT8642	CAT 740 ARTICULATED EJECTOR	
27.AT8643	CAT 740 ARTICULATED EJECTOR	
27.AT8645	CAT 740 ARTICULATED EJECTOR	

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2018-2019

Equipment	Description	VINNumber
27.AT8646	CAT 740 ARTICULATED EJECTOR	
27.AT8647	CAT 740 ARTICULATED EJECTOR	
27.AT8648	CAT 740 ARTICULATED EJECTOR	
29.HR8402	NPK HYD HOE RAM HAMMER	
29.HR8403	NPK HYD HOE RAM HAMMER	
29.HR8404	NPK HYD HOE RAM HAMMER 16X	
29.HR8405	NPK HYD HOE RAM HAMMER 16X	
29.HR8406	NPK HYD HOE RAM HAMMER 4X	
29.HR8407	NPK HYD HOE RAM HAMMER 2X	
29.HR8409	NPK E205 HYD HOE RAM HAMMER	
29.HR8410	NPK E220 HYD HOE RAM HAMMER	
29.HR8411	NPK E220 HYD HOE RAM HAMMER	
29.HR8413	NPK 1500LB HYD HAMMER	
30.GR8420	JOHN DEERE 570B GRADER	
30.GR8421	CAT 14H MOTOR GRADER	
30.GR8422	FIAT FG65C MOTOR GRADER	
30.GR8423	CAT 14H MOTOR GRADER	
30.GR8424	CAT 14H MOTOR GRADER	
30.GR8425	CAT 14H MOTOR GRADER	
30.GR8426	CAT 14H MOTOR GRADER	
30.GR8427	CAT 14H MOTOR GRADER	
31.EX6521	CAT 325B EXCAVATOR	
31.EX8520	CAT 325BL-H EXCAVATOR HOE RAM	2JR02506
31.EX8525	CAT 345B LME EXCAVATOR	
31.EX8526	CAT 325CL EXCAVATOR HOE RAM	
31.EX8527	CAT 365B LME EXCAVATOR	
31.EX8528	CAT 325CL-H EXCAVATOR HOE RAM	DER
31.EX8529	CAT 322CL-H EXCAVATOR HOE RAM	
31.EX8530	CAT 325CL EXCAVATOR	
31.EX8531	CAT 345BL ME II EXCAVATOR	
31.EX8532	CAT 325CL EXCAVATOR HOE RAM	
31.EX8533	CAT 325CL EXCAVATOR	
31.EX8534	CAT 325CL EXCAVATOR	
31.EX8535	CAT 330CL EXCAVATOR	
31.EX8536	CAT 330CL EXCAVATOR	
31.EX8537	CAT 312CL EXCAVATOR	
31.EX8538	CAT 330DL EXCAVATOR	
31.EX8539	CAT 325CL EXCAVATOR	
31.EX8540	CAT 325CL EXCAVATOR	

# ATTACHMENT "A"

2018-2019

Equipment	Description	VINNumber
31.EX8541	CAT 345C EXCAVATOR	
31.EX8542	CAT 325DL EXCAVATOR	
31.EX8543	CAT 325DL EXCAVATOR	
31.EX8544	CAT 312CL EXCAVATOR	
31.EX8545	KOMATSU PC800LC-8 EXCAVATOR	
34.MM8292	ADDCO DL 1000 MESSAGE BOARD	
34.MS8812	ADDCO DL1000 MESSAGE BOARD	
41.PC8041	EXTEC IMPACT CRUSHER	
43.PC8042	EXTEC S5 SCREEN PLANT	
50.TK8207	FORD F800 FLATBED	
51.TK6360	GMC TOPKICK SINGLE AXLE DUMP TRUCK	1FDXK84A9PVA28785
51.TK6361	FOR L8000 SINGLE AXLE DUMP TRUCK	1GD17H1J0MJ504445
51.TK8362	FORD LT9000 DUMP TRUCK	1FTXR82E1TVA03542
51.TK8364	MARK RD688S DUMP TRUCK	1FDYU90L7SVA11262
51.TK8365	MACK RD688S DUMP TRUCK	1M2P324C1XM045131
51.TK8366	MACK RD688S DUMP TRUCK	1M2P324C3XM045132
52.TK6202	MACK CHN613 LOWBOY	1M2P324C5XM045133
52.TK8351	FORD LT9000 TRACTOR	1M1AJ07YX6N004761
52.TK8352	FORD LT9000 TRACTOR	1FDZA90X9JVA27851
52.TK8353	STERLING LOWBOY TRACTOR	1FDZA90X9SVA72712
52.TK8354	KENWORTH W900L TRACTOR	2FZNNXYB4XAA54556
52.TK8355	FREIGHTLINER FL80 BOOM TRUCK	1XKWPBEX66J160415
53.TK6302	MACK RS686 WATER TRUCK	1FVXJJB6XHB47748
53.TK6303	MACK CH613 WATER TRUCK	RS686LST21549
53.TK6304	KENWORTH T800 WATER TRUCK	1M2AA12Y0MW011685
53.TK8302	FORD F7000 WATER TRUCK	1XKDD89X6VR752312
53.TK8304	GMC WATER TRUCK	1FDNK70U1GVA35439
53.TK8305	FORD L9000 WATER TRUCK	1GDT9E4Z6HV521310
53.TK8306	FORD TANDEM AXLE WATER TRUCK	1FTYS95B4SVA30457
53.TK8307	STERLING LT7500 WATER TRUCK	1FDZS86F3WVA12985
53.TK8308	FREIGHTLINER FL80 WATER TRUCK	2FZNAJBB1XAF47144
53.TK8309	INTERNATIONAL 9100 WATER TRUCK	1FVHBXAK01HG68929
54.TK6341	INTERNATIONAL 4700 DISTRIBUTOR TRUCK	2HSCBAHR5YC071884
54.TK6342	FORD F750 DSITRIBUTOR TRUCK	1HTSCABN1YH287394
54.TK6345	FORD F750 DISTRIBUTOR TRUCK	3FRXF76P55V163576
55.TK6320	FREIGHTLINGER FL70 GREASE/FUEL TRUCK	3FRXF75H37V396899
55.TK6321	FREIGHTLINGER FL70 GREASE/FUEL TRUCK	1FV6HFAA5PL416328
55.TK6322	INTERNATIONAL 4300 GREAST TRUCK	1FV6HLBA3XHF33358
55.TK6351	MACK LUBE/SUPPLY TRUCK	1HTMMAAL64H617546
		VG6BA03B0KB051844



# ATTACHMENT "A"

2018-2019

Equipment	Description	VINNumber
55.TK6352	INTERNATIONAL 4900 SUPPLY TRUCK	
55.TK8320	FORD F800 GREASE TRUCK	1HTSDNUN8NH405180
55.TK8321	FREIGHTLINER FL70 FUEL TRUCK	1FDXK84A3NVA06309
55.TK8322	FORD L9000 GREASE TRUCK	1FV6HF7AA7PL496554
55.TK8323	FORD L900 FUEL TRUCK	1FDYR90TXRVA16547
55.TK8324	FORD F800 FUEL TRUCK	1FDYR90LORVA42400
55.TK8325	FORD F800 GREASE/FUEL TRUCK	3FEXF8011XMA12919
55.TK8326	FREIGHTLINER FL70 GREASE TRUCK	3FEXF8018XMA12920
64.RL8130	CAT 825C COMPACTION ROLLER	1FV6HLBA3YHF33457
64.RL8131	CAT CP563 COMPACTION ROLLER	
64.RL8132	CAT 825C COMPACTION ROLLER	
64.RL8133	CAT CP563 COMPACTION ROLLER	
64.RL8134	CAT CP563 COMPACTION ROLLER	
64.RL8135	CAT CB534B DOULBE DRUM ROLLER	
64.RL8137	CAT CB534B DOUBLE DRUM ROLLER	
64.RL8138	CAT 825G COMPACTION ROLLER	
64.RL8139	CAT CB534C COMPACTION ROLLER	
64.RL8140	CAT C563 COMPACTION ROLLER	
64.RL8141	CAT 563D COMPACTION ROLLER	
64.RL8142	CAT 825G II COMPACTION ROLLER	
64.RL8143	CAT 825G II COMPACTION ROLLER	
64.RL8144	CAT 563C COMPACTION ROLLER	
64.RL8145	CAT 825G II COMPACTION ROLLER	
64.RL8146	CAT CP563 COMPACTION ROLLER	
64.RL8147	CAT CB534 DOUBLE DRUM ROLLER	
64.RL9030	INGERSOL RAND DD110 ROLLER DOULBE DRUM	
64.RL9031	I.R. DD110 ROLLER	
71.CM8020	GOMACO GT-6000 WALL MACHINE	
71.CM8022	5700B POWER CURBER	
71.CM8023	5700B POWER CURBER	
88.GP8101	GPS SPS850 BASE STATION	
88.PL8925	TOPCN TPL4GV	
88.PL8931	TOPCON TP-64CG PIPE LASER	
88.RL8102	RAMMAX RW1404 ROLLER	
88.RL8103	RAMMAX P33HMR ROLLER	
88.SE6930	TRIMBLE GPS MACHINE	



Certificate No.  
A - 2018  
01947

### Certificate of Eligibility

Issued By  
Commonwealth of Kentucky  
Transportation Cabinet

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

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of **UNLIMITED**. This certificate which expires **December 31, 2018** is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

### Types of Work

- A GRADE AND DRAIN
- B PORTLAND CEMENT CONCRETE PAVING
- C1 ASPHALT PAVING OPTION B
- C2 ASPHALT PAVING OPTION A
- E1 BRIDGES NOT MORE THAN 70 FT CLEAR SPAN

ATTACHMENT " B "

Date Issued: **March 28, 2018**

By

State Highway Engineer  
Department of Highways



Matthew G. Bevin  
Governor

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
Frankfort, Kentucky 40622  
[www.transportation.ky.gov/](http://www.transportation.ky.gov/)

Greg T  
Sec

March 29, 2018

Dear Contractor:

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

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

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

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

Sincerely,

Shella J Eagle, Administrative Branch Manager  
Division of Construction Procurement  
Prequalification Branch  
502-782-4815  
[shella.eagle@ky.gov](mailto:shella.eagle@ky.gov)

se/rla  
Enclosure



An Equal Opportunity Employer M/F/D



## REFERENCES

### L-M Asphalt Partners, Ltd. dba ATS Construction

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

PROJECT REFERENCES LIST

Project Description:	
Owner:	
Construction Manager:	Attachment A - CID No. 079041 - Cumberland County
Project Scope:	
Designer:	
Contract Amount:	
Project Completion Date:	
Project Contact & Phone Number:	
Additional Comments:	
Project Description:	
Owner:	
Construction Manager:	Attachment B - CID No. 151226 - Carter County
Project Scope:	
Designer:	
Contract Amount:	
Project Completion Date:	
Project Contact & Phone Number:	
Additional Comments:	
Project Description:	
Owner:	
Construction Manager:	Attachment C - CID No. 163125 - Laurel County
Project Scope:	
Designer:	
Contract Amount:	
Project Completion Date:	
Project Contact & Phone Number:	
Additional Comments:	
Project Description:	
Owner:	
Construction Manager:	Attachment D - CID No. 162106 - Laurel County
Project Scope:	
Designer:	
Contract Amount:	
Project Completion Date:	
Project Contact & Phone Number:	
Additional Comments:	
Project Description:	
Owner:	
Construction Manager:	Attachment E - CID No. 161210 - Rockcastle County
Project Scope:	
Designer:	
Contract Amount:	
Project Completion Date:	
Project Contact & Phone Number:	
Additional Comments:	
Project Description:	
Owner:	
Construction Manager:	Attachment F - CID No. 162267 - Clay County
Project Scope:	
Designer:	
Contract Amount:	
Project Completion Date:	
Project Contact & Phone Number:	
Additional Comments:	

Additional Pages can be attached to this sheet.

Estimate for: 079041 No. 0134

Print Date:02/06/2017

**COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET**

<b>Contract ID</b>	<b>079041</b>	<b>Estimate Number</b>	<b>0134</b>	<b>Estimate Type</b>	<b>FINAL</b>
<b>District Office</b>	SOMERSET (08320) Taylor, Tracy J.				
<b>Project Manager:</b>	Robertson, Mark E. P.E.				
<b>Contractor</b>	L-M ASPHALT D/B/A ATS CONST J/V GADDIE-SHAMROCK 1332 OLD FRANKFORT PIKE LEXINGTON, KY, 40578		<b>ADDR SN   VC Code</b>	VS0000006259	
<b>Pay Period</b>	06/04/2016 TO 02/06/2017				
<b>Date Approved</b>					
<b>Contract No.</b>	DB02900900741				
<b>Project No.</b>	FD04 029 0061, FD04 029 0090				
<b>Primary County</b>	CUMBERLAND				
<b>Name of Road</b>	DESIGN BUILD KY90 & KY 61 IMPROVEMENTS				
<b>Description</b>	DB - SPOT IMPROVEMENTS KY 61 & KY 90 GRADE HEAVY (OVER MILLION CY)				

<b>Date Let</b>	08/17/2007	<b>Formal Acceptance</b>	05/03/2016
<b>Date Awarded</b>	09/19/2007	<b>Date Work Began</b>	10/02/2007
<b>Date Contract Executed</b>	09/21/2007	<b>Open To Traffic</b>	12/01/2010
<b>Date NTP Issued</b>	09/21/2007	<b>Actual Completion Date</b>	08/02/2015

		<b>Total to Date</b>	<b>Prev to Date</b>	<b>This Estimate</b>
<b>Current Contract Amount</b>	\$68,550,679.28			
<b>Original Amount</b>	\$53,167,078.16			
<b>Percent Complete</b>	100			
<b>Funds Available</b>	\$0.00			
<b>Total Change Orders</b>	\$15,383,601.12			
		<b>Total Earnings</b>	\$68,550,679.27	\$68,159,217.28
		Stockpiled	\$0.01	\$0.01
		Materials	\$0.01	\$0.01
		<b>Gross Earnings</b>	\$68,550,679.28	\$68,159,217.29
		Other	\$0.00	\$0.00
		Adjustments	\$0.00	\$0.00
		<b>TOTAL</b>	<b>\$68,550,679.28</b>	<b>\$68,159,217.29</b>
				\$391,461.99

Estimate for: 151226 No. 0024

Print Date:09/15/2017

**COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET**

<b>Contract ID</b>	<b>151226</b>	<b>Estimate Number</b>	<b>0024</b>	<b>Estimate Type</b>	<b>FINAL</b>
District	FLEMINGSBURG (09320)				
Office	Brickey, Jeremy P.E.				
Project Manager:	Brickey, Jeremy P.E.				
Contractor	L-M ASPHALT PARTNERS LTD D/B/A ATS CONSTRUCTION 3009 ATKINSON AVENUE SUITE 400 LEXINGTON, KY, 40509		ADDR SN I VC Code VC0000106272		
Pay Period	03/01/2017 TO 09/15/2017				
Date Approved					
Contract No.	DE02200641526	Federal Oversight Project			
Project No.	NHPP IM 0647(053), NHPP IM 0647(053)				
Primary County	CARTER				
Name of Road	I-64 (CARTER & ROWAN COUNTIES)				
Description	I-64 (CARTER & ROWAN COUNTIES)				
Contract Type	ASPHALT REHAB WITH GRADE & DRAIN				

Date Let	06/26/2015	Formal Acceptance	08/26/2016
Date Awarded	06/30/2015	Date Work Began	07/08/2015
Date Contract Executed	07/02/2015	Open To Traffic	06/16/2016
Date NTP Issued	07/02/2015	Actual Completion Date	06/16/2016

		Total to Date	Prev to Date	This Estimate
Current Contract Amount	\$10,766,314.61			
Original Amount	\$10,677,214.61			
Percent Complete	96.97			
Funds Available	\$326,156.04			
Total Change Orders	\$89,100.00			
<b>Total Earnings Stockpiled Materials</b>		<b>\$10,440,158.57</b>	<b>\$10,285,168.16</b>	<b>\$154,990.41</b>
		\$0.00	\$0.00	\$0.00
<b>Gross Earnings Other</b>		<b>\$10,440,158.57</b>	<b>\$10,285,168.16</b>	<b>\$154,990.41</b>
		\$0.00	\$0.00	\$0.00
<b>Adjustments</b>				
<b>TOTAL</b>		<b>\$10,440,158.57</b>	<b>\$10,285,168.16</b>	<b>\$154,990.41</b>

Estimate for: 163125 No. 0006

Print Date: 08/14/2017

**COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET**

Contract ID 163125 Estimate Number 0006 Estimate Type FINAL  
 District Office MANCHESTER (11340) Morgan, Lonnie D.  
 Project Manager: Morgan, Lonnie D.  
 Contractor L-M ASPHALT PARTNERS LTD D/B/A ATS ADDR SN 0 VC Code  
 CONSTRUCTION VC0000106272  
 3009 ATKINSON AVENUE SUITE 400  
 LEXINGTON, KY, 40509  
 Pay Period 05/20/2017 TO 08/14/2017  
 Date Approved  
 Contract No. 1106303121601  
 Project No. CB06 063 0312 002-005, CB06 063 0638 003-009, CB06 063 0830 007-011, CB06 063 1035 000-003  
 Primary County LAUREL  
 Name of Road VARIOUS ROUTES IN LAUREL COUNTY  
 Description VARIOUS ROUTES IN LAUREL COUNTY  
 Contract Type ASPHALT RESURFACING

Date Let	06/24/2016	Formal Acceptance	05/17/2017
Date Awarded	07/06/2016	Date Work Began	09/08/2016
Date Contract Executed	07/15/2016	Open To Traffic	10/14/2016
Date NTP Issued	07/15/2016	Actual Completion Date	10/14/2016

		Total to Date	Prev to Date	This Estimate
Current Contract Amount	\$984,521.48			
Original Amount	\$984,521.48			
Percent Complete	92.49			
Funds Available	\$73,979.86			
Total Change Orders	\$0.00			
<b>Total Earnings</b>		<b>\$910,541.62</b>	<b>\$907,147.11</b>	<b>\$3,394.51</b>
Stockpiled		\$0.00	\$0.00	\$0.00
<b>Gross Earnings</b>		<b>\$910,541.62</b>	<b>\$907,147.11</b>	<b>\$3,394.51</b>
Other		\$0.00	\$0.00	\$0.00
Adjustments		\$0.00	\$0.00	\$0.00
<b>TOTAL</b>		<b>\$910,541.62</b>	<b>\$907,147.11</b>	<b>\$3,394.51</b>



Estimate for: 162106 No. 0004

Attachment D

Print Date:02/26

**COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET**

<b>Contract ID</b>	<b>162106</b>	<b>Estimate Number</b>	<b>0004</b>	<b>Estimate Type</b>	<b>FINA</b>
<b>District Office</b>	MANCHESTER (11340)				
	Morgan, Lonnie D.				
<b>Project Manager:</b>	Morgan, Lonnie D.				

<b>Contractor</b>	L-M ASPHALT PARTNERS LTD D/B/A ATS CONSTRUCTION 3009 ATKINSON AVENUE SUITE 400 LEXINGTON, KY, 40509	<b>ADDR SN 0 VC Code</b> VC0000106272
<b>Pay Period</b>	01/30/2018 TO 02/26/2018	
<b>Date Approved</b>		
<b>Contract No.</b>	MP06300801601	
<b>Project No.</b>	FD05 063 0080 004-011	
<b>Primary County</b>	LAUREL	
<b>Name of Road</b>	HAL ROGERS PARKWAY (KY80)	
<b>Description</b>	HAL ROGERS PARKWAY (KY80)	
<b>Contract Type</b>	ASPHALT RESURFACING	

<b>Date Let</b>	05/27/2016	<b>Formal Acceptance</b>	09/13/20
<b>Date Awarded</b>	06/03/2016	<b>Date Work Began</b>	08/11/20
<b>Date Contract Executed</b>	06/21/2016	<b>Open To Traffic</b>	09/13/20
<b>Date NTP Issued</b>	06/21/2016	<b>Actual Completion Date</b>	09/13/20

<b>Current Contract Amount</b>	\$1,277,334.93	<b>Total to Date</b>	<b>Prev to Date</b>	<b>This Estim:</b>
<b>Original Amount</b>	\$1,277,334.93	<b>Total Earnings</b>	\$1,251,778.94	\$1,247,356.19
<b>Percent Complete</b>	98.00	<b>Stockpiled Materials</b>	\$0.00	\$0.00
<b>Funds Available</b>	\$25,555.99	<b>Gross Earnings</b>	\$1,251,778.94	\$1,247,356.19
<b>Total Change Orders</b>	\$0.00	<b>Other Adjustments</b>	\$0.00	\$0.00
		<b>TOTAL</b>	\$1,251,778.94	\$1,247,356.19
				\$4,422.
				\$0.
				\$4,422.
				\$0.1
				\$4,422.

Estimate for: 161210 No. 0009

Print Date:03/02/2017

**COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET**

<b>Contract ID</b>	<b>161210</b>	<b>Estimate Number</b>	<b>0009</b>	<b>Estimate Type</b>	<b>FINAL</b>
<b>District</b>	SOMERSET (08340) Lucas, William				
<b>Office</b>	H. P.E.				
<b>Project Manager:</b>	Chaney, William G.				

<b>Contractor</b>	L-M ASPHALT PARTNERS LTD D/B/A ATS CONSTRUCTION 3009 ATKINSON AVENUE SUITE 400 LEXINGTON, KY, 40509	<b>ADDR SN 0 VC Code</b>	VC0000106272
<b>Pay Period</b>	07/16/2016 TO 03/02/2017		

<b>Date Approved</b>		<b>Federal Oversight Project</b>	
<b>Contract No.</b>	DE10200751610		
<b>Project No.</b>	NHPP IM 0752 (091)		
<b>Primary County</b>	ROCKCASTLE		
<b>Name of Road</b>	I-75 (ROCKCASTLE COUNTY)		
<b>Description</b>	I-75 (ROCKCASTLE COUNTY)		
<b>Contract Type</b>	ASPHALT REHAB INTERSTATE/PARKWAY		

<b>Date Let</b>	02/19/2016	<b>Formal Acceptance</b>	09/08/2016		
<b>Date Awarded</b>	02/26/2016	<b>Date Work Began</b>	04/05/2016		
<b>Date Contract Executed</b>	03/11/2016	<b>Open To Traffic</b>	04/05/2016		
<b>Date NTP Issued</b>	03/11/2016	<b>Actual Completion Date</b>	06/20/2016		
<b>Current Contract Amount</b>	\$2,043,302.40	<b>Total to Date</b>	<b>Prev to Date</b>	<b>This Estimate</b>	
<b>Original Amount</b>	\$2,033,260.46	<b>Total Earnings</b>	\$1,844,882.57	\$1,834,647.50	\$10,235.07
<b>Percent Complete</b>	90.29	<b>Stockpiled Materials</b>	\$0.00	\$0.00	\$0.00
<b>Funds Available</b>	\$198,419.83	<b>Gross Earnings</b>	\$1,844,882.57	\$1,834,647.50	\$10,235.07
<b>Total Change Orders</b>	\$10,041.94	<b>Other Adjustments</b>	\$0.00	\$0.00	\$0.00
		<b>TOTAL</b>	<b>\$1,844,882.57</b>	<b>\$1,834,647.50</b>	<b>\$10,235.07</b>

5/21/2018

162267 - 0008 05/21/2018

Estimate for: 162267 No. 0008

Attachment F

Print Date:05/21

**COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET**

<b>Contract ID</b>	162267	<b>Estimate Number</b>	0008	<b>Estimate Type</b>	FINA
<b>District Office</b>	MANCHESTER (11300)				
	Moore, Robbie S. jr.				
<b>Project Manager:</b>	Moore, Robert S.				

<b>Contractor</b>	L-M ASPHALT PARTNERS LTD D/B/A ATS CONSTRUCTION 3009 ATKINSON AVENUE SUITE 400 LEXINGTON, KY, 40509	<b>ADDR SN 0 VC Code</b> VC0000106272
<b>Pay Period</b>	04/21/2018 TO 05/21/2018	
<b>Date Approved</b>		
<b>Contract No.</b>	MP026042116R1	
<b>Project No.</b>	FD05 026 0421 017-021	
<b>Primary County</b>	CLAY	
<b>Name of Road</b>	RICHMOND ROAD (US 421)	
<b>Description</b>	RICHMOND ROAD (US 421)	
<b>Contract Type</b>	ASPHALT RESURFACING	

<b>Date Let</b>	08/26/2016	<b>Formal Acceptance</b>	
<b>Date Awarded</b>	09/01/2016	<b>Date Work Began</b>	07/06/20
<b>Date Contract Executed</b>	09/19/2016	<b>Open To Traffic</b>	03/01/20
<b>Date NTP Issued</b>	09/19/2016	<b>Actual Completion Date</b>	03/01/20
			07/06/20

<b>Current Contract Amount</b>	\$828,526.85	<b>Total to Date</b>		<b>Prev to Date</b>		<b>This Estim</b>
<b>Original Amount</b>	\$828,526.85	<b>Total Earnings</b>	\$797,041.19	\$794,057.94		\$2,983
<b>Percent Complete</b>	96.20	<b>Stockpiled Materials</b>	\$0.00	\$0.00		\$0
<b>Funds Available</b>	\$31,485.66	<b>Gross Earnings</b>	\$797,041.19	\$794,057.94		\$2,983.
<b>Total Change Orders</b>	\$0.00	<b>Other Adjustments</b>	\$0.00	\$0.00		\$0.
		<b>TOTAL</b>	\$797,041.19	\$794,057.94		\$2,983.

**ATTACHMENT " B "**

**L-M Asphalt Partners, Ltd. dba ATS Construction**

<u>Internal Project Number</u>	<u>Type Of Work</u>	<u>Award Date</u>	<u>Owner's Name</u> <u>Prime Contractors Name</u>	<u>Joint, Prime Or Sub</u>	<u>Total Amount Of Contract Or Subcontract</u>	<u>Completion Date</u>
6500	HMA Paving	04/06	Bluegrass Airport Phase IIIA Bluegrass Airport Board	Prime	\$ 13,300,641.53	12/06
6524	HMA Paving	03/06	Keenland Race Track and Parking Areas Central Rock Mineral Company	Sub	\$ 765,727.05	09/06
6525	Agg/HMA	04/06	Sayre Athletic Complex Sayre School - Owner	Prime	\$ 208,785.24	12/06
6526	Agg/HMA	04/06	Blackford Unit 1 Phase 3 Ball Homes - Owner	Prime	\$ 208,808.48	12/06
6527	Agg/HMA	04/06	Still Meadow Property Elza Reclamation and Construction Company	Sub	\$ 110,473.09	12/06
6529	Agg/HMA	05/06	Lowes of Lexington Gloffre Companies, Inc.	Sub	\$ 386,500.00	12/06
6532	Agg/HMA	05/06	The Reserve at Tates Creek Central Rock Mineral Company - Prime	Sub	\$ 86,072.31	12/06
6533	Agg/HMA	05/06	University of Kentucky Shively Field Parking University of Kentucky	Prime	\$ 103,538.28	07/06
6538	HMA Paving	05/06	US Post Office Parking Lot Rehabilitation Three R Construction Company, Ltd.	Sub	\$ 126,162.18	09/06
6543	Agg/HMA	05/06	Newtown Springs - Citation Boulevard Rosenstels Development - Owner	Prime	\$ 622,129.30	12/06
6545	Agg/HMA	05/06	Newtown Springs Phase 1 Central Rock Mineral Company - Prime	Sub	\$ 215,049.93	12/06
6548	Agg/HMA	07/06	War Admiral Retail Center Madden Development - Owner	Prime	\$ 662,948.71	12/07
6550	HMA Paving	07/06	LFUCG 2006-2007 Resurfacing LFUCG - Owner	Prime	\$ 5,315,576.81	07/07
6556	Agg/HMA	10/06	Sunny Slope - Phase 7 Ball Homes - Owner	Prime	\$ 230,743.40	12/07
6558	Agg/HMA	12/06	Gess Property Phase 2 Central Rock Mineral Company - Prime	Sub	\$ 156,277.19	12/07

ATTACHMENT " B "

L-M Asphalt Partners, Ltd. dba ATS Construction

Internal Project Number	Type Or Work	Award Date	Owner's Name Prime Contractors Name	Joint, Prime Or Sub	Total Amount Of Contract Or Subcontract	Completion Date
6559	HMA Paving	8/06	LFUCC - 2006-2007 County Roads LFUCC - Owner	Prime \$	325,659.23	06/07
6560	Agg/HMA	10/06	Polo Club Blvd Expansion The Walker Company of Kentucky	Sub \$	430,782.78	10/06
6561	Agg/HMA	06/06	Writt Station Subdivision Anderson Communities - Owner	Prime \$	124,882.90	12/06
6562	Agg/HMA	06/06	Newtown Springs Towahomes Central Rock Mineral Company - Prime	Sub \$	96,191.42	12/06
6563	HMA Paving	04/06	RJ Corman Farm Roads RJ Corman Railroad Company	Prime \$	255,974.41	10/06
6568	HMA Paving	04/06	Vulcan Central Quarry Site Improvement Vulcan Materials	Prime \$	124,171.72	10/06
6571	Grade & Drain/Concrete	10/07	KYTC (Eaton Asphalt) Grant Co. I-75 IM NH 75-6 (96) / 07-1151	Sub \$	8,975,813.19	-
6573	Grade & Drain/Concrete	10/07	KYTC (Eaton Asphalt) Grant Co. I-75 IM NH 75-6 (95) 146 / 07-1149	Sub \$	21,326,077.35	-
6574	Grade & Drain/Concrete HMA/Agg	8/07	KYTC Fayette Co. I-75/I-64 IM 75 -4 (61) / 07-1156	Prime \$	24,331,325.22	-
6575	Grade & Drain/Concrete HMA/Agg	7/07	KYTC Fayette Co. Liberty/Todds Rd. DPR 0035 (004) / 07-1127	Prime \$	7,490,784.24	-
6576	Grade & Drain/Concrete HMA/Agg	3/07	KYTC Fayette Co. I-75/I-64 IM 75-4(59) / 07-1022	Prime \$	14,067,638.49	-
6577	Grade & Drain/Concrete	11/06	KYTC Scott Co. I-75 I 75-6 (93) 138 / 06-1055	Prime/JV \$	49,880,219.04	-
6578	Grade & Drain/Concrete	11/06	KYTC (Eaton Asphalt) Grant Co. I-75 IM NH 75-6 (94) 151 / 06-1257	Sub \$	3,145,633.95	-
6579	Grade & Drain/Concrete	10/06	Newtown Pike Design Build 06-9002	Prime \$	11,025,931.51	-
6580	Grade & Drain/Concrete	7/06	KYTC Fayette Co. I-75/I-64 IM 75 -4(57)110 / 06-1038	Prime \$	25,070,242.99	-

**ATTACHMENT "B"**

**L-M Asphalt Partners, Ltd. dba ATS Construction**

Internal Project Number	Type Of Work	Award Date	Owner's Name Prime Contractors Name	Joint, Prime Or Sub	Total Amount Of Contract Or Subcontract	Completion Date
6582	Grade & Drain/Concrete	11/05	KYTC Scott Co. US62	Prime	\$ 10,686,025.17	-
6583	Grade & Drain/Concrete	9/05	STPR 5198 (008) / 05-1237	Prime	\$ 14,570,168.48	-
6584	Grade & Drain/Concrete	8/05	KYTC Kenton Co. Turkeyfoot Rd. PH III STPM 8122(21) / 05-1142	Prime	\$ 7,830,839.13	10/08
6585	Grade & Drain/Concrete	6/05	KYTC Kenton Co. KY 17 & KY 16 FD04 059 0017 009-016 / 05-1137	Sub	\$ 12,259,743.04	-
6707	Agg/HMA	03/07	KYTC (Eaton Asphalt) Grant Co. I-75 IM NH 75-7(124) / 05-1127	Prime	\$ 211,906.17	03/08
6713	Agg/HMA	07/07	Fayette County In-Place Maintenance James Mitchell II	Prime	\$ 170,337.67	07/08
6726	HMA Paving	04/07	Fayette County Public Schools Fayette County Board of Education	Prime	\$ 12,514,323.15	07/08
6727	Agg/HMA	03/07	2007 Spring City Resurfacing LFUCG - L. McMillian	Sub	\$ 177,652.88	11/07
6730	HMA Paving	05/07	Bluegrass Sanitary & Storm Sewers Bluegrass Contracting Corporation	Sub	\$ 154,867.24	12/08
6733	HMA Paving	05/07	Clark Properties Unit 1 Phase 2 Woodhall Construction Company	Sub	\$ 106,585.56	12/07
6736	HMA Paving	06/07	St. Joseph East Parking Area Lenco Excavation Inc.	Sub	\$ 807,099.80	12/09
6738	Aggregate	06/07	Woolridge Subdivision Woodall Construction Company	Prime	\$ 313,503.29	12/07
6739	Agg/HMA	10/06	East Reynolds & Lansdowne Drive LFUCG - Engineering	Sub	\$ 311,493.16	12/07
6746	Agg/HMA	08/07	Providence Place Parkway Anderson Communities - Owner	Sub	\$ 549,335.00	12/07
6750	HMA Paving	03/07	Bluegrass Aspendale LFUCG - Housing Authority	Sub	\$ 109,794.00	12/07
6752	Agg/HMA	03/07	Glencagles Unit 1 Phase 2 Ball Homes - Owner	Prime	\$ 161,178.02	12/07
			Myers Property Ball Homes - Owner			

**ATTACHMENT "B"**

**L-M Asphalt Partners, Ltd. dba ATS Construction**

Internal Project Number	Type Of Work	Award Date	Owner's Name Prime Contractors Name	Joint, Prime Or Sub	Total Amount Of Contract Or Subcontract	Completion Date
6753	HMA Paving	07/07	LFUCG 2007-2008 County Roads LFUCG - Streets & Roads	Prime	\$ 452,590.00	07/08
6754	Agg/HMA	10/07	JM Smucker Plant Load Dock Area JM Smucker Company	Prime	\$ 198,760.00	11/07
6757	Agg/HMA	09/07	Cigar Lane - KY Horse Park Bluegrass Contracting Corporation	Sub	\$ 610,730.00	06/08
6759	HMA Paving	09/07	St Joe East Parking Lot Lenco Excavation Inc.	Sub	\$ 153,417.25	12/07
6760	Agg/HMA	10/07	Paul Miller Ford Parking Area Paul Miller Ford	Prime	\$ 133,465.00	12/07
6767	Grade & Drain/Concrete HMA/Agg	11/07	KYTC Fayette Co. NH 268-2 (005) / 07-1178	Prime	\$ 6,134,884.34	-
6769	Agg/HMA	10/07	Meadows/Northland/Arlington LFUCG	Prime	\$ 93,739.03	12/08
6603	Grade & Drain	10/07	Providence Place Parkway Anderson Communities - Owner	Prime	\$ 1,087,534.00	12/08
6595	Grade & Drain, HMA	09/07	Gess Parcel 6 Ball Homes - Owner	Prime	\$ 1,397,626.00	12/08
6592	Grade & Drain, HMA	09/07	Mahan Subdivision Ball Homes - Owner	Prime	\$ 2,519,071.00	12/08
6591	Grade & Drain, HMA	09/07	Mahan Apartments RML LLC	Prime	\$ 765,141.49	12/08
6572	Grade & Drain, HMA	09/07	Starsboot Parkway LFUCG	Prime	\$ 1,862,373.00	12/08
6589	Grade & Drain, HMA	10/07	Louden Avenue LFUCG	Prime	\$ 4,759,990.02	12/08
6782	Grade & Drain, HMA	11/07	Greendale Hills Ball Homes - Owner	Prime	\$ 1,392,261.00	12/08
6781	Grade & Drain, HMA	10/07	Keene Mansion Keeneland	Prime	\$ 372,019.00	12/08
6783	Grade & Drain/Concrete	10/07	KYTC Boone Co. KY 237 STPR 8200 (808) / 07-1161	Prime	\$ 23,021,750.82	-

**ATTACHMENT " B "**

**L-M Asphalt Partners, Ltd. dba ATS Construction**

Internal Project Number	Type Of Work	Award Date	Owner's Name Prime Contractors Name	Joint, Prime Or Sub	Total Amount Of Contract Or Subcontract	Completion Date
6799	Grade & Drain/Concrete HMA/Agg	9/07	KYTC Cumberland Co. KY90-KY61 DB 02900900741 / 07-9041	Prime/JV	\$ 53,167,078.16	-
6807	Agg/HMA	03/08	Fayette County In-Place Maintenance James Mitchell II	Prime	\$ 1,024,218.00	03/09
6813	Agg/HMA	07/08	Fayette County Public Schools Fayette County Board of Education	Prime	\$ 294,563.75	07/09
6820	Grade & Drain	01/08	Noland Phase 6 Redevelopment JAH Nicholasville Investments	Prime	\$ 367,488.15	12/08
6822	Grade & Drain	03/08	Paved Trail Unit Price 2008 LFUCG	Prime	\$ 257,484.05	12/08
6846	Grade & Drain, HMA	04/08	Salat Joseph Hospital Temp Parking Area Congleton-Hacker Company	Sub	\$ 292,371.00	12/08
6847	Grade & Drain, HMA	04/08	Glens @ Greendale Phase 1 & 2 Beazer Homes, Inc.	Sub	\$ 135,195.98	12/08
6848	Concrete, Grade, Drain, HMA	06/08	Bluegrass Airport Taxiway D Relocation Bluegrass Airport Board	Prime	\$ 2,513,797.85	12/08
6850	Grade & Drain, HMA	08/08	Hamburg East Polo Club Blvd Silver Oaks Real Estate Investment	Prime	\$ 5,382,472.00	07/09
6851	Grade & Drain, HMA	09/08	Bluegrass Airport Runway 9-27 Phase 1 Bluegrass Airport Board	Prime	\$ 5,341,135.71	08/09
6852	Agg/HMA	09/08	Value Place Hotel RHS General Contractor, LLC	Prime	\$ 143,598.95	06/09
6872	HMA Paving	03/08	Tates Creek Apartments Asphalt Consults, Inc.	Prime	\$ 130,805.09	05/08
6874	Agg/HMA	12/08	LFUCG - Lexington Meadows Northland Arlington MAC Construction & Excavating	Prime	\$ 281,037.93	07/09
6877	HMA Paving	06/08	Sand Lake & Estes Property Elza Reclamation and Construction Company	Prime	\$ 110,630.20	06/08
6880	HMA Paving	03/08	2008 Spring City Resurfacing LFUCG - L. McMillian	Prime	\$ 1,860,050.95	12/08
6882	Agg/HMA	07/08	Saint Joseph East Maternity Ward Lenco Excavation Inc.	Sub	\$ 188,856.95	06/09



**ATTACHMENT " B "**

**L-M Asphalt Partners, Ltd. dba ATS Construction**

<b>Internal Project Number</b>	<b>Type Of Work</b>	<b>Award Date</b>	<b>Owner's Name Prime Contractors Name</b>	<b>Joint, Prime Or Sub</b>	<b>Total Amount Of Contract Or Subcontract</b>	<b>Completion Date</b>
6885	Agg/HMA	06/08	Shelbourne Plaza WS Construction	Sub	\$ 404,751.91	06/09
6888	HMA Paving	09/08	Marshall Property Unit 2 Town Homes Anderson Communities - Owner	Prime	\$ 194,483.50	06/09
6889	HMA Paving	07/08	LFUCG 2008-2009 County Roads LFUCG - Streets & Roads	Prime	\$ 1,278,160.00	12/08
6890	HMA Paving	10/08	2088 Fall City Street Resurfacing. LFUCG - S. Williams	Prime	\$ 1,347,174.25	06/09
6891	HMA Paving	03/08	Lexmark International Lexmark International	Prime	\$ 197,450.00	12/08
6895	HMA Paving	03/08	2008/2009 City Street Resurfacing LFUCG - S. Williams	Prime	\$ 5,320,640.10	12/09
2627	Grade & Drain/Concrete	9/06	KYTC Fayette Co. US 60 Westmoreland Ent. FD04 034 0060 000-001 / 06-2231	Prime	\$ 259,515.29	3/07

L-M Asphalt Partners, Ltd. dba ATS Construction

Work In Progress Report

Contract	Description	Contract Amount	To Date Billings	Work Remaining to Complete
617001.	I-75 ROCKCASTLE CID 161270 NHPP IM 0753 (092)	34,053,018.21	33,002,189.34	1,050,828.87
617037.	BARDSTOWN-SPRINGFIELD ROAD (US150) - NELSON - 171244	866,890.97	557,493.45	309,397.52
617122.	RICHMOND RD/E MAIN ST (US 25)FD05 034 0025 012-014 CID172105	560,328.72	402,961.32	157,367.40
617128.	MIDWAY ROAD (US62) FD05 120 0062 007-012 CID 172146	399,334.88	356,662.11	42,672.77
617151.	VARIOUS ROUTES FAYETTE - 034GRI7000R079-CB06 CID 173179	453,167.81	422,508.16	30,659.65
617166.	VARIOUS ROUTES WOODFORD - CID 173188	317,569.82	296,588.34	20,981.48
617502.	S. WILDERNESS ROAD (US25) FD05 102 0025 004-012 CID 172050	949,150.58	870,020.12	79,130.46
617503.	KY 830 & US25 LAUREL CO. 063 GR 17 P22-FD05 CID 172075	546,895.55	509,273.83	37,621.72
617504.	KY 92 SHLDR WIDENING WHITLEY CO. HSIP 5149 (006) CID 174116	887,257.79	868,883.90	18,373.89
617505.	KY 92 WHITLEY CO. FD05 118 0092 016-025 CID 172072	1,242,011.46	1,146,457.84	95,553.62
617506.	VARIOUS ROUTES - LAUREL CO. 063 GR 17 R016-CB06 CID 173116	1,031,867.09	940,297.55	91,569.54
617512.	LAUREL CO.- HAL ROGERS PRKWY NHPP 0804 018 CID 172028	430,422.60	390,204.68	40,217.92
617513.	LAUREL CO-TURN LANES ON KY80-HSIP 0803 (208) CID 174118	248,681.99	246,905.79	1,776.20
617514.	CLAY CO- KY80- FD05 026 0080 000-008 - CID 172136	918,611.30	852,755.93	65,855.37
617515.	CLAY CO. HSIP 4211 (048) MANCHESTER-HYDEN RD (US421)	1,617,958.47	1,578,138.63	39,819.84
617516.	MANCHESTER RD (US421)-CLAY-FD05 026 0421 016-018 CID 172221	466,768.54	425,972.36	40,796.18

L-M Asphalt Partners, Ltd. dba ATS Construction

Work In Progress Report

Contract	Description	Contract Amount	To Date Billings	Work Remaining to Complete
617517.	ROUGH CREEK RD (KY830)-KNOX-FD05 061 0830 003-005 CID 172232	74,591.20	63,606.85	10,984.35
617518.	CONLEY RD (KY1561)-LAUREL-FD05 063 1561 000-002 CID 172231	120,674.77	112,355.96	8,318.81
617520.	VARIOUS ROUTES WHITLEY CO - 118GRI7000R046-CB06 CID 173146	823,414.46	759,096.18	64,318.28
617527.	CUMBERLAND PRKWAY (US25E)-KNOX-HSIP 0251 (044)-CID174213	474,029.77	423,299.90	50,729.87
617528.	VARIOUS ROUTES-CLAY-026GRI7000R081-CB06 CID 173182	824,191.67	750,642.63	73,549.04
617529.	VARIOUS ROUTES-ROCKCASTLE-102GRI7000R085-CB06 CID 173185	589,181.84	528,038.08	61,143.76
618000.	I-75 ROCKCASTLE - 102GR18D001-NHPP IM - CID 181001	80,950,003.36	15,001,374.90	65,948,628.46
618006.	NEW CIRCLE RD (KY4)-FAYETTE-NHPP 2681 (033) - CID 181213	41,718,599.99	1,544,231.90	40,174,368.09
618113.	FAYETTE-HARRODSBURG ROAD RESURFACING CID182124	1,294,521.95	152,553.09	1,141,968.86
618124.	NEWTOWN PIKE(KY 922)-FAYETTE-FD05 034 0922 005-010 CID182160	332,408.75	291,790.00	40,618.75
618142.	NEW CIRCLE (KY4) RESURFACING CID 182198	1,014,628.36	0.00	1,014,628.36
618143.	FAYETTE - LEESTOWN RD RESURFACING CID 182176	437,854.06	0.00	437,854.06
618144.	FAYETTE - MAN O WAR RESURFACING CID 182213	153,421.17	0.00	153,421.17
618145.	WOODFORD - LEESTOWN RD RESURFACING CID 182088	114,713.22	0.00	114,713.22
618146.	BCTC PARK LOT 18400 CID 184004	212,018.62	134,568.54	77,450.08
618152.	NEW CIRCLE STRIP PATCHING 2018	78,749.25	0.00	78,749.25

L-M Asphalt Partners, Ltd. dba ATS Construction

Work In Progress Report

Contract	Description	Contract Amount	To Date Billings	Work Remaining to Complete
618500.	KY11/KY229 - KNOX - 061 GR 18 P009-FD05 CID 182045	650,218.92	0.00	650,218.92
618501.	CORBIN BYPASS-KY 3041-WHITLEY- FD05118304 000-002 CID182053	352,631.90	325,363.92	27,267.98
618502.	MEMORIAL DRIVE (KY-2432) - CLAY - STP 6000 (112) CID 171050	1,867,455.86	0.00	1,867,455.86
618503.	MAIN ST N. (US 25)- LAUREL-FD05 063 0025 012-014-CID 182120	285,315.15	221,921.04	63,394.11
618504.	BROWNING ACRES RD (KY2989)- FD05 118 2989 000-002 CID 182074	130,312.50	0.00	130,312.50
618505.	CURRY BRANCH ROAD (CR 1263) - HINKLE CONSTRUCTION	126,989.23	0.00	126,989.23
618506.	RED BIRD RD (KY-66)-CLAY-FD05 026 0066 006-010 CID 182084	336,751.45	0.00	336,751.45
618507.	SAXTON RD(KY 1804)-WHITLEY-FD05 118 1804 002-006 CID 182119	299,610.34	0.00	299,610.34
618509.	WHITLEY CO - I-75 - MP 0-29 - IN PLACE	549,615.00	0.00	549,615.00
618510.	I-75 PAVING - ROCKCASTLE NHPP IM 0753 (100) CID 181217	2,672,814.30	990,832.08	1,681,982.22
618511.	VARIOUS ROUTES-LAUREL- 063GR18R022-CB06 CID 183122	905,667.30	87,843.61	817,823.69
618512.	ST449-IN PLACE - ROCKCASTLE DO 625 1800019222 1	31,500.00	0.00	31,500.00
618515.	CLAY CO KY11/KY66 DO 625 1800020688 1	262,560.00	0.00	262,560.00
618516.	LAUREL CO IN PLACE STRIP PATCHING DO 625 1800020497 1	211,775.00	0.00	211,775.00
618517.	BRIGHT SHADE ROAD (KY 2467) - CLAY - CID 182260	196,922.72	0.00	196,922.72
618518.	LONDON TO TYNER RD(KY 30) -LAUREL- CID 182274	700,061.00	0.00	700,061.00

L-M Asphalt Partners, Ltd. dba ATS Construction

Work In Progress Report

Contract	Description	Contract Amount	To Date Billings	Work Remaining to Complete
618519.	LONDON-LIVINGSTON RD (US25)-FD05 102 0025 000-005 CID 182265	561,948.90	0.00	561,948.90
618520.	KY 11/KY 66-CLAY- 026GRI8P010 - FD05 CID182050	619,115.13	0.00	619,115.13
618521.	KY 11/KY 229/KY 6/US 25E - DO 625 1900001635	102,900.00	0.00	102,900.00
	<u>Sub - Total KYTC Projects</u>	\$ 185,067,102.92	\$ 64,254,832.03	\$ 120,812,270.89
617003.	UK BASEBALL STADIUM CCK-2163	2,534,410.10	2,105,427.95	428,982.15
617032.	LFUCG 59-2017 -EXPANSION AREA 3 TRUNK SEWER	2,916,807.49	1,777,969.15	1,138,838.34
617100.	MEADOWS NORTHLAND ARLINGTON 5E & 5F	281,269.50	56,939.75	224,329.75
617107.	WINSTAR FARM - GREELEY PROPERTY ASPHALT OVERLAY	56,544.40	0.00	56,544.40
617111.	LFUCG - CITY STREET BASE FAILURES - PO: LF00146193	6,752,957.40	163,025.61	6,589,931.79
617121.	WOODALL - FEDERAL COURT HOUSE	14,030.00	0.00	14,030.00
617123.	SPENDTHRIFT FRAM ROADWAY AND BARN	38,350.00	5,325.00	33,025.00
617135.	KAPPA KAPPA GAMMA HOUSE PAVING - WOODALL	28,636.00	18,329.28	10,306.72
617138.	LFUCG 2018 CITY STREET RESURFACING - RESIDENTIAL	8,414,742.50	1,037,256.20	7,377,486.30
617140.	LFUCG - COUNTY ROAD STREET RESURFACING - 453-2016	652,401.58	632,602.89	19,798.69

ATTACHMENT " C "

L-M Asphalt Partners, Ltd. dba ATS Construction

Work In Progress Report

Contract	Description	Contract Amount	To Date Billings	Work Remaining to Complete
617142.	BLUEGRASS STATION - VARIOUS PATCH AREAS	9,000.00	0.00	9,000.00
617144.	EDMONDS CROSSING - SEVEN EARTH MOVERS	247,435.00	120,320.60	127,114.40
617145.	NEWTOWN SPRINGS - TOM HATFIELD	235,210.00	119,846.22	115,363.78
617146.	UK SPLINE UTILITIES PAVING	153,567.50	70,073.32	83,494.18
617156.	D W WILBURN BGAP RENTAL CAR FACILITY	1,485,800.00	1,437,866.50	47,933.50
617170.	LFUCG 2018 CITY STREET RESURFACING - MAJOR MINOR	8,414,742.50	2,287,541.88	6,127,200.62
617183.	GLENN LAKES ASPHALT PATCHING	56,211.00	27,105.00	29,106.00
617185.	HAMBURG PARKING LOT REHAB	332,369.00	68,589.00	263,780.00
617208.	MAPLELEAF AT MAN O'WAR TURN LA	208,597.50	1,650.00	206,947.50
617700.	PEPSI CORBIN KY. J&H CONSTRUCTION	67,718.00	0.00	67,718.00
617710.	CITY OF LONDON - VARIOUS STREETS 2017	325,990.68	168,079.39	157,911.29
617727.	LAUREL COUNTY CORRECTIONAL CENTER	256,106.25	0.00	256,106.25
617728.	ROBERT GOFORTH DRIVEWAY	13,214.50	0.00	13,214.50
617734.	ROCKCASTLE REGIONAL HOSPITAL	215,814.00	197,519.26	18,294.74
617738.	CARRERA PLACE ROADWAY	185,925.00	154,724.89	31,200.11
617740.	CAMP GROUND ELEMENTARY SCHOOL	246,862.30	16,608.00	230,254.30

L-M Asphalt Partners, Ltd. dba ATS ConstructionWork In Progress Report

Contract	Description	Contract Amount	To Date Billings	Work Remaining to Complete
617743.	ST SYLVESTER CHURCH	43,551.74	36,899.38	6,652.36
617747.	VISIONE ACCESS ROAD	91,613.24	74,719.11	16,894.13
617752.	BIG DADDY'S RV	408,440.00	388,291.71	20,148.29
617755.	MANCHESTER MEMORIAL HOSPITAL MOB	163,277.50	0.00	163,277.50
617762.	STEPHEN DANSER DEVELOPMENT	41,540.00	29,650.00	11,890.00
617763.	HOLIDAY INN EXPRESS WILLIAMSBURG	148,857.00	0.00	148,857.00
618004.	MT. VERNON FACTORY SITE	338,225.00	277,350.00	60,875.00
618005.	UK - ORANGE LOT EXPANSION PHASE 4 2018	678,310.00	157,886.24	520,423.76
618007.	CABELA'S THREE YEAR PUNCH LIST	5,200.00	0.00	5,200.00
618102.	ELZA- MIDWAY STATION	157,045.00	0.00	157,045.00
618103.	UK 31A- BRACHYTHERAPY EXPANSIO	26,360.00	0.00	26,360.00
618106.	WOODALL- CITATION VILLAGE ASPHALT/ROCK	134,280.00	0.00	134,280.00
618107.	LFUCG LANSLOWNE DRIVE- ROADWAY REHAB	1,375,829.88	1,291,160.08	84,669.80
618110.	LFUCG 2018 CITY STREET RESURFACING - RESIDENTIAL	8,645,749.50	2,586,680.04	6,059,069.46
618111.	LFUCG 2018 CITY STREET RESURFACING - MAJOR/MINOR	8,630,749.50	2,527,955.33	6,102,794.17
618114.	ELZA-ANDERSON PROPERTY POSTAL	31,950.00	0.00	31,950.00

L-M Asphalt Partners, Ltd. dba ATS Construction

Work In Progress Report

Contract	Description	Contract Amount	To Date Billings	Work Remaining to Complete
618115.	LFUCG 155-2017 WINCHESTER ROAD	76,335.00	0.00	76,335.00
618116.	FCPS- BRYAN STATION PARKING LO	187,850.00	178,570.00	9,280.00
618118.	KU DOWNTOWN LEXINGTON PAVING	188,701.30	0.00	188,701.30
618122.	ATHENS SCHOOL PAVING	563,069.37	0.00	563,069.37
618129.	DAVID PUGH- SURPLUS BUILDING	6,875.00	0.00	6,875.00
618132.	STEPHEN PARKER- COOPER/KASTLE	15,473.00	0.00	15,473.00
618133.	BGAP AVIATION PAVEMENT PROJECT	311,752.75	292,449.85	19,302.90
618134.	ATS TERMINAL PAVING 2018	19,041.00	0.00	19,041.00
618148.	LFUCG PARKS- CASTLEWOOD AND JACOBSON	80,992.47	6,805.96	74,186.51
618153.	LFUCG 2018 CITY STREET RESURFACING - RESIDENTIAL FY 19	8,900,647.50	0.00	8,900,647.50
618154.	LFUCG 2018 CITY STREET RESURFACING - MAJOR/MINOR FY 19	8,900,647.50	0.00	8,900,647.50
618160.	UK SCOTT HOGUE- GAZETTE LOT	1,957.40	0.00	1,957.40
618161.	UK SCOTT HOGUE- AG SCIENCE PAR	5,162.90	0.00	5,162.90
618162.	LFUCG- SPECIAL PROJECT-TATES C	654,440.73	0.00	654,440.73
618163.	HAMBURG- BONEFISH LOT- WARREN	80,250.00	0.00	80,250.00
618513.	POSSUM KINGDOM FEMA PATCH	4,370.00	0.00	4,370.00



L-M Asphalt Partners, Ltd. dba ATS Construction

Work In Progress Report

Contract	Description	Contract Amount	To Date Billings	Work Remaining to Complete
618514.	BOONE CROMER RD FEMA PATCH	2,875.00	0.00	2,875.00
618522.	WHITLEY CO. FISCAL COURT IN-PLACE 2018-2019	98,815.00	0.00	98,815.00
618524.	LAUREL CO. FISCAL CT 2018-2019	86,998.00	0.00	86,998.00
618700.	GRACE COMMUNITY HEALTH CENTER	92,750.75	0.00	92,750.75
618703.	AIR RAID TRAMPOLINE PARK PAVING	128,140.00	0.00	128,140.00
618706.	CALVARY BAPTIST CHURCH	47,825.00	0.00	47,825.00
618708.	RAINBOW RIDGE SUBDIVISION	61,050.00	54,838.32	6,211.68
618712.	SHOPPES AT CENTER TARGET	127,257.50	113,577.78	13,679.72
618716.	OBI GIRLS DORMITORY	58,115.00	0.00	58,115.00
618717.	DAVENPORT RETAIL CENTER	111,195.00	0.00	111,195.00
618719.	LONDON ELEM PATCHING	4,500.00	0.00	4,500.00
	Sub - Total Private Projects	\$ 75,882,777.73	\$ 18,483,633.69	\$ 57,399,144.04
	Grand Total KYTC and Private Projects	\$ 260,949,880.65	\$ 82,738,465.72	\$ 178,211,414.93



# Attachment " D "

L-M Asphalt Partners, Ltd. dba ATS Constuction

## Principal Officers, Managers and Superintendents of the Originization

	<u>Name</u>	<u>Position</u>	<u>Years of Experience</u>	<u>Magnitude and Type of Work</u>	<u>Capacity</u>
1 )	Steve Lawson	President	20+	Highway Grading, Asphalt Paving and Utility Construction	Overall Company Administration
2 )	Brian R. Billings	Vice President	15+	Highway Grading, and Asphalts Paving Construction	Engineering
3 )	Harry L. Burchett	Vice President	30+	Highway Grading, and Utility Construction	Engineering
4 )	Richard L. Craycraft	Assistant Vice President	30+	Highway Grading, Asphalt Paving and Utility Construction	Engineering and Contract Administration
5 )	Paul Corum III	Secretary	10+	Highway Grading, Asphalt Paving and Utility Construction	Administration
6 )	Rodney Martin	CFO	15+	Highway Grading, Asphalt Paving and Utility Construction	Administration
7 )	Kieth Vance	Superintendent	30+	Asphalt Paving	Field Superintendent

**PART VIII**

**ADDENDA for**  
**LFUCG Bid No 131-2018**

Addendum  
Number

Title

Date

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**PART IX**  
**TECHNICAL SPECIFICATIONS**

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## 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 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.

#### **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 incidental 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 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.7.1 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.

A.7.2 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.8 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.9 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.10 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.11 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.12 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.13 WORKING HOURS**

Work on these Projects shall generally 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.14 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.15 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.16 BLASTING**

Blasting is addressed in the Special Conditions.

#### **A.17 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.18 DIVERSION OF STORM WATER**

Appropriate measures must be taken to sandbag the necessary manholes and to divert drainage around the area under construction, including the use of pumps if necessary. 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 unless noted otherwise in Section 41 of these Specifications.

#### **A.19 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, with the exception of unavoidable short-term disconnections during sewer replacement. No surcharge of manholes causing a sewer back-up into a property will be allowed.

With the exception of approved sewer by-pass pumping as noted in Section 35 of these Specifications, 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.20 EROSION AND SEDIMENT CONTROL**

This work as described in Section 5.17 of the General Conditions shall involve preparation of a Stormwater Pollution Prevention Plan,(SWPP) a Notice of Intent (NOI-SWCA), a Notice of

Termination (NOT), and a Land Disturbance Permit (LDP). Preparation of these documents shall be the responsibility of the Contractor.

Payment for preparation of the SWPP, the NOI and NOT will only be paid when the Work specifically requires a these documents. Payment will be in accordance with the *Table of Incremental Costs for Mobilization and Additional Services*, provided in Part III, *Form of Proposal*, of this Contract Document (immediately following the Bid Schedule).

Payment for the LDP will be incidental to the cost of other work performed under the UPC contract. Other related permits, such as a Stream Encroachment Permit, Water Quality Certification, and/or USACE permits, shall be obtained by the LFUCG as needed.

## 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 only be paid when measures such as lane blockages, detours, or flagging of traffic are required to accomplish Work. Payment will be in accordance with the *Table of Incremental Costs for Mobilization and Additional Services*, provided in Part III, *Form of Proposal*, of this Contract Document (immediately following the Bid Schedule).

## TECHNICAL SPECIFICATIONS

### SECTION C - FINAL CLEANUP

#### **C.1 SCOPE**

The Work will not be considered as complete, and final payment will not be made, until the right-of-way and all ground occupied by the CONTRACTOR in connection with the Work has been cleared of all rubbish, equipment, excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of in waste areas provided by the CONTRACTOR. All property, both public and private, which has been damaged in the execution of the Work, shall be repaired or replaced in an acceptable manner. All ditches in the area of the Work shall be drained and areas affected by the Work shall be left unobstructed and in such condition as acceptable to the ENGINEER.

#### **C.2 PAYMENT**

No direct payment will be made for final cleanup. Retainage will be withheld until ENGINEER approves final cleanup.

## TECHNICAL SPECIFICATIONS

### SECTION 1 - CONSTRUCTION STAKING

#### 1.1 SCOPE

The CONTRACTOR shall furnish and be responsible for all staking (including initial staking), necessary to control and complete the Work per the specifications and in accordance with the lines and grades shown on the plans,

The CONTRACTOR shall establish a survey baseline, or if one has been previously established, the CONTRACTOR may elect to field-verify and adopt the existing baseline. Should, prior to beginning Work on the project, all or part 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. It will be the CONTRACTOR'S responsibility to establish all offset projection centerlines shown on the plans. Should, during the course of construction of this project, any construction stakes be destroyed by others, it will be the CONTRACTOR'S responsibility to reset the stakes at no additional cost to the OWNER.

The CONTRACTOR'S staking party shall be under the general supervision of a Licensed Professional Land Surveyor. It shall be definitely understood that supervision of the resetting of construction staking is solely the responsibility of the CONTRACTOR and any errors or inaccuracies resulting from the operations of the construction staking party shall be corrected at no cost to the OWNER.

It will be the OWNER'S responsibility to make all measurements for determining final quantities to be used for basis of final payment on items of Work.

To the extent that it does not conflict with the content of the Plans and Contract Documents and Specifications, Section 201 of KDOH Standard Specifications, current edition, is incorporated into this technical specification.

#### 1.2 PAYMENT

Additional payment for Construction Staking will only be paid when the Work specifically requires a precise layout by a surveyor. Payment will be in accordance with the *Table of Incremental Costs for Mobilization and Additional Services*, provided in Part III, *Form of Proposal*, of this Contract Document (immediately following the Bid Schedule).

## TECHNICAL SPECIFICATIONS

### SECTION 2 - CLEARING AND GRUBBING

#### 2.1 SCOPE

This item includes the clearing and grubbing of any small trees, stumps, brush, bushes, cement concrete and/or stone masonry, steps, walls, and structures within the construction limits not otherwise removed by the excavation and grading operations or included in the summary items. Also, included is the proper removal and disposal of such materials in a manner acceptable to the ENGINEER and in a manner not detrimental to the inhabitants of the area. The CONTRACTOR will be responsible for determining and complying with laws and local ordinances regarding disposal and/or burning of such materials. Trees, shrubbery, fences, retaining walls, and other such items not specifically noted on the plans to be removed or saved in place, or not shown on the plans, but suspected of being within the project construction limits shall not be disturbed until so directed by the ENGINEER. Clearing and grubbing shall not commence without approval of the ENGINEER.

Work shall not be performed outside the right-of way limits and existing vegetation outside the limits shall not be disturbed unless authorized by the ENGINEER.

Also included in this item will be the careful removal and stockpiling for pickup by the OWNER of all street and traffic signs, inlet grates, manhole frames and covers and other such salvageable and reusable items not intended to be reset on the job.

Vegetated areas on which excavation or fill operations are to be performed shall be stripped of all vegetation, topsoil, and other organic material as directed by the ENGINEER.

When it is practical, stripped topsoil material shall be utilized or disposed of in the general area from which it came in a manner directed by the ENGINEER. Stockpiling of topsoil-type material will not be required, unless otherwise specifically designated on the Drawings or in the Specifications.

Where existing shrubs, fences, planter boxes, etc. are to be removed from the public right-of way for new construction under this Contract, and the property owner at this site wishes to replace or re-use same on his private property, the CONTRACTOR shall carefully remove and store on this property owner's property for his use after construction is completed.

To the extent that it does not conflict with the content of the Plans and Contract Documents and Specifications, Section 202 of KDOH Standard Specifications, current edition, is incorporated into this Technical Specification.

Separate sections of these technical specifications make provisions for excavation and for designated removal of individual trees; curb and gutter; sidewalks; entrance pavements; and



bituminous concrete, and portland cement pavements. Where appropriate, separate items for these features will be included in the Purchase Order for the Work Site.

## **2.2 MEASUREMENT AND PAYMENT**

Designated tree removal shall be paid for on a per tree basis as indicated by Section 7. Clearing and Grubbing shall be incidental to each Work Site unless otherwise stated in the Purchase Order.

## TECHNICAL SPECIFICATIONS

### SECTION 3 - EARTHWORK

#### **3.1 SCOPE**

The Work shall consist of the required removal and proper utilization or disposal of all excavated materials, forming embankments, and the shaping and finishing to the required lines and grades as shown on the Plans.

#### **3.2 MATERIALS**

All material removal shall be classified unless otherwise noted on Plans or written project description. This includes removal of all pavements, curbs, gutters, pipes, concrete and bituminous driveway entrances, and concrete sidewalks. It is anticipated that the majority of material to be removed will consist of a mixture of unconsolidated soil and rock, which generally will be classified as Common Excavation.

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

Rock Excavation is effective excavation of rock. Rock generally is material intact in a geological formation which, for effective excavation must first be broken with explosives or alternately, with drills, jack hammers, heavy hoe rams, rock trenchers, heavy single-tooth rippers or other high impact equipment. Contractor shall refer to Section 5, *Rock Excavation (Mechanical)*.

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

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

Any reference to rock, earth, concrete, or any other material on the plans or cross-sections whether in numbers, words, letters, or lines is solely for the OWNER'S information and is not an indication of classified excavation or the quantity of any material involved. The Bidder must draw his own conclusions as to the conditions to be encountered. The OWNER does not give any guarantee as to the accuracy of the data and no claim will be considered for additional payment if the materials are not in accord with the classification shown.

For embankments, only acceptable materials from sources approved by the ENGINEER shall be used. No frozen material, or perishable materials of any kind will be allowed in the

embankment. No stone or masonry fragment greater than 4 inches in any dimension will be allowed in the top 12 inches beneath the finished elevation.

### **3.3 GENERAL**

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

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

Surplus material will become the responsibility of the CONTRACTOR to dispose of off the project limits at a site acquired by the CONTRACTOR at no expense to the OWNER and approved by the ENGINEER. CONTRACTOR is to obtain grading permit, if applicable for disposal site.

Material removal carried below the indicated depths, except when directed by the ENGINEER, shall be replaced with material satisfactory to the ENGINEER. Additional payment will not be necessitated thereby. All areas of fill shall be constructed to the lines and grades indicated on the Drawings, unless otherwise directed by the ENGINEER.

### **3.4 PREPARATION OF SUBGRADE**

Preparation of subgrade for pavements, bases, curbs, gutters, sidewalks, and retaining walls shall conform to the required grades and the specified depth below the designated surface of the particular item for which it is intended. All soft and spongy places in the subgrade shall be excavated and backfilled with No. 2 coarse aggregate (separate pay item as per Section 7) below the base coarse level, then brought to grade with dense graded aggregate. Once the subgrade has been shaped to the proper template and compacted to the satisfaction of the ENGINEER and in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, current edition, it shall be maintained in such condition until covered by subsequent construction operations. Any portion of the subgrade, which cannot be shaped and compacted by the use of machinery, shall be prepared by the use of hand tools.

### **3.5 UTILIZATION OF REMOVED MATERIALS**

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

### **3.6 CONSTRUCTION TOLERANCES**

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

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

### **3.7 STANDARD SPECIFICATIONS**

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

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

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

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

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

### **3.9 EMBANKMENT**

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

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

### **3.10 MEASUREMENT AND PAYMENT FOR EMBANKMENT**

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

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

**TECHNICAL SPECIFICATIONS**

**SECTION 4 – THIS SECTION RESERVED**

## TECHNICAL SPECIFICATIONS

### SECTION 5 - ROCK EXCAVATION (MECHANICAL)

#### **5.1 SCOPE**

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

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

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

## TECHNICAL SPECIFICATIONS

### SECTION 6 – REMOVE CONCRETE AND MISC ITEMS

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

##### **6.1 SCOPE**

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

##### **6.2 BASIS OF PAYMENT FOR THE REMOVAL OF PORTLAND CEMENT CONCRETE PAVEMENT, SIDEWALK, ENTRANCE PAVEMENT, AND BITUMINOUS CONCRETE PAVEMENT**

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

##### **6.3 BASIS OF PAYMENT FOR THE REMOVAL OF CURB AND GUTTER**

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

##### **6.4 BASIS OF PAYMENT FOR THE REMOVAL OF PIPE**

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



#### **6.5 BASIS OF PAYMENT FOR THE REMOVAL OF FENCE**

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

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

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

## TECHNICAL SPECIFICATIONS

### SECTION 7 - REMOVAL OF TREES AND STUMPS

#### **7.1 SCOPE**

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

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

#### **7.2 MEASUREMENT**

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

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

Accepted quantities for the Removal of Trees and Stumps will be paid for at the Contract Unit Price as quoted for various sizes (which shall be full compensation for all Work required under this Section) and paid per each item, as specified on the Purchase Order, which is satisfactorily removed. No separate payment will be made for trees less than 5 inches in diameter. All labor, materials, disposal (hauling and tipping fees) and equipment shall be incidental to Tree Removal.

## TECHNICAL SPECIFICATIONS

### SECTION 8 - DENSE GRADED AGGREGATE

#### **8.1 SCOPE**

This Work consists of the construction of Dense Graded Aggregate base in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings, current edition. Work in this section shall also conform to Sections 109, 207 and 302 of the Kentucky Department of Highways (KDOH) Standard Specifications, current edition, but only to the extent that these KDOH sections do not conflict with the content of the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings. The requirements of KDOH Standard Specifications, Section 302, apply with the following changes:

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

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

#### **8.2 PAYMENT**

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

## TECHNICAL SPECIFICATIONS

### SECTION 9 - CRUSHED STONE

#### **9.1 SCOPE**

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

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

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

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

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

#### **9.2 PAYMENT**

Accepted quantities for No. 2's will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of stone. No direct measurement shall be made. Payment shall be based on weight tickets for stone delivered and accepted for the work. All labor, materials (other than No. 2 Stone), equipment, proof testing, excavation and disposal of excavated material shall be incidental to the placement of No. 2 Stone.

Accepted quantities for No. 9's and No. 57's will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Crushed Stone satisfactorily placed. Payment shall be based on weight

tickets for stone delivered and accepted for work. All labor, materials (other than the Crushed Stone), equipment, and excavation shall be incidental to the placement of Crushed Stone.

## TECHNICAL SPECIFICATIONS

### SECTION 10 - STEEL REINFORCEMENT FOR CONCRETE

#### **10.1 SCOPE**

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

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

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

## TECHNICAL SPECIFICATIONS

### SECTION 11 - FORMED CLASS A CONCRETE AND UNFINISHED CONCRETE

#### **11.1 SCOPE**

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

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

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

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

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

## TECHNICAL SPECIFICATIONS

### SECTION 12 - CONCRETE SIDEWALK (4½" AND 6")

#### 12.1 SCOPE

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

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

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

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

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

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



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

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

## **12.2 PAYMENT**

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

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

## TECHNICAL SPECIFICATIONS

### SECTION 13 - CONCRETE ENTRANCE PAVEMENT

#### **13.1 SCOPE**

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

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

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

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

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

#### **13.2 PAYMENT**

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

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

## TECHNICAL SPECIFICATIONS

### SECTION 14 - SIDEWALK RAMPS

#### **14.1 SCOPE**

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

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

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

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

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

LFUCG will provide the tactile warning tile for fresh concrete placement and the CONTRACTOR will install per unit price for Detectable Warning Tile Installed. Per Section 55 of these Specifications.

#### **14.2 PAYMENT**

Accepted quantities for Sidewalk Ramps will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per square

yard satisfactorily placed. All labor, materials, equipment, subgrade compaction, excavation and backfill shall be incidental to the placement of Sidewalk Ramps.

## TECHNICAL SPECIFICATIONS

### SECTION 15 – HEADER CURB AND CURB AND GUTTER

#### **15.1 SCOPE**

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

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

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

#### **15.2 PAYMENT**

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

## TECHNICAL SPECIFICATIONS

### SECTION 16 - BITUMINOUS PAVEMENT MILLING AND TEXTURING

#### **16.1 SCOPE**

Work for this Section shall conform to the Kentucky Department of Highways Standard Specifications, Section 408, current edition and shall include all labor, materials, equipment, incidentals necessary to complete Work, including disposal of all resultant cuttings.

#### **16.2 BASIS OF PAYMENT**

Accepted quantities for Bituminous Pavement Milling and Texturing will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Bituminous Pavement Milling and Texturing satisfactorily completed. All labor, materials, and equipment, hauling and disposal shall be incidental to the Milling and Texturing of Bituminous Pavement.

Unless otherwise agreed upon, tonnage shall be based on the measured volume [(SY) of the milled surface times the depth (in)] times 110 lbs/S.Y./in of depth. (Density is per Exhibit 1000-02 of the *Kentucky Highway Design Manual*, Jan 2006)

## TECHNICAL SPECIFICATIONS

### SECTION 17 - BITUMINOUS BASE

#### **17.1 SCOPE**

This Work consists of the construction of a bituminous base in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings, current edition. Work in this section shall also conform to the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Sections 401, 402 and 403 of the Current Edition and associated cross references, but only to the extent that these KDOH sections do not conflict with the content of these Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

#### **17.2 BASIS OF PAYMENT**

Accepted quantities for Bituminous Base will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Bituminous Base satisfactorily placed. No direct measurement shall be made. Payment shall be based on weight tickets for bituminous base delivered and accepted for work. All labor, miscellaneous materials, equipment, and compaction shall be incidental to the placement of Bituminous Base.

## TECHNICAL SPECIFICATIONS

### SECTION 18 - CLASS I BITUMINOUS SURFACE

#### **18.1 SCOPE**

This Work consists of the construction of a bituminous concrete surface in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings, current edition. Work in this section shall also conform to Sections 207, 601, 602, 801, 802, 803, 804, 805, 806, 807, 811, 812, 813, 823, 828, and 844 of the KDOH Standard Specifications, current edition and associated cross references, but only to the extent that these KDOH sections do not conflict with the content of these Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

Generally, the new bituminous surface shall be KDOH Class 1 0.38D PG64-22. All areas to be paved shall be cleaned before paving operations commence. Any small areas to be repaired and paved shall be sawcut a minimum of two (2") inches deep (unless otherwise specified by the ENGINEER) and to a width as specified by the ENGINEER before placement of the new adjacent bituminous pavement.

A bituminous tack coat shall be applied to all old or trafficked pavement, sawcut edges, any concrete base course, and to other bituminous or concrete pavements or surfaces, horizontal or vertical, where any new bituminous pavement material will be placed. A joint sealant, Flexmaster Pourable Crack Sealant 1109 or approved equal will be used at all joints between any new pavement and any existing pavements.

The minimum depth of the new bituminous surface course for street paving shall be (1½") inches and for driveway overlays two (2") inches.

#### **18.2 PAYMENT**

Accepted quantities of Bituminous Concrete Surface will be paid for at the Contract Unit Price per Ton as quoted in the Bid Schedule and shall be full compensation for all Work required under this section. No direct measurement shall be made. Payment will be based on weight tickets for Bituminous Concrete Surface delivered and accepted for the Work. Any water used to ensure that the pavement surface is draining is incidental to Bituminous Concrete Surface. All labor, materials, equipment, excavation, joint sealant, placement and compaction of the bituminous mix, incidentals and any other items necessary to complete the Work of this Section shall be incidental to the placement of the Bituminous Concrete Surface.

Payment for application of tack coat will be paid per Section 19 of these Specifications.



## TECHNICAL SPECIFICATIONS

### SECTION 19 – BITUMINOUS MATERIAL FOR TACK

#### **19.1 SCOPE**

This Work shall consist of the use of bituminous material for tack in accordance with the Plans, Contract Documents and Specifications. Work in this section shall also conform to the Kentucky Department of Highways (KDOH) Standard Specifications, Section 406, of the current edition and associated cross references, but only to the extent that these KDOH sections do not conflict with the content of these Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

Application of bituminous tack coat will be applied to old material surfaces, curb contact, cold base surfaces and as otherwise directed by the Engineer.

If tack coat will be subject to traffic, a sand blotter shall be used in accordance with KDOH Standard Specifications for Road and Bridge Construction, Section 406 current edition.

#### **19.2 BASIS OF PAYMENT**

Payment for the accepted quantity will be made at the unit bid price per ton, which payment shall be full compensation for all Work required by this section. Payment will be based on weight tickets for Bituminous Material for Tack delivered and accepted for the Work.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 20 - SURFACE INLET**

#### **20.1 SCOPE**

Work for this Section shall include all labor, excavation, materials, equipment, and incidentals necessary to construct Type "A", and "B" surface inlets as specified in the Purchase Order in accordance with the Lexington-Fayette Urban County Government Standard Drawings numbers 120 and 121 and shall conform to Kentucky Department of Highway Standard Specifications, Section 601, 602 and 710.

#### **20.2 BASIS OF PAYMENT**

Accepted quantities for Surface Inlets will be paid for at the Contract Unit Price as quoted for each type (which shall be full compensation for all Work under this Section) and paid per specified Surface Inlet satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the placement of Surface Inlets.

## TECHNICAL SPECIFICATIONS

### SECTION 21 – CURB AND DROP BOX INLET

#### **21.1 SCOPE**

Work for this Section shall include all labor, excavation, materials, equipment, and incidentals to construct LFUCG Type "A", "B", "C", and "D" Curb Box Inlets, KDOH type "B" Curb Box Inlet, and/or Type "13" and "16" Drop Box Inlets as specified in the Purchase Order in accordance with the Lexington-Fayette Urban County Government Standard Drawings Numbers 122-125, KDOH Standard Drawings RDB 013-06 through RDB 019-03 ( 7 dwgs total) and RDB 030-03 through RDB 035-03 (6 dwgs total), RDB 280-05 through RDB 282-03 (3 dwgs total), and shall conform to Kentucky Department of Highway Standard Specifications, Section 601, 602 and 710.

Work for this Section may also include constructing in-place a curb or drop box inlet cover. Such work shall comply with the above-referenced standard drawings to the extent field conditions allow.

#### **21.2 BASIS OF PAYMENT**

Accepted quantities for precast Curb Box and/or Drop Box Inlets will be paid for at the Contract Unit Price as quoted for each type (which shall be full compensation for all Work under this Section) and paid per specified Curb Box and/or Drop Box Inlet satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the placement of Curb Box and/or Drop Box Inlets.

Accepted quantities for field-constructed Curb and Drop Box Inlet Cover Replacement – Poured in Place (which shall be full compensation for all Work under this Section) will be paid for at the Contract Unit Price as quoted and paid per cubic yard of formed class A concrete, and per pound of steel reinforcement. Castings shall be paid on a reimbursable labor plus material basis. All other labor, materials, equipment, demolition, and excavation shall be incidental to the construction of Curb and Drop Box Inlet Cover Replacement – Poured in Place.

## TECHNICAL SPECIFICATIONS

### SECTION 22 - MANHOLE CONSTRUCTION

#### **22.1 SCOPE**

Work for this Section shall consist of manhole construction for manholes less than eight feet zero inches (8'0") deep. Manholes greater than eight feet zero inches (8'0") deep shall be paid for as eight feet zero inches (8'0") manholes plus the additional vertical depth at the Contract Unit Price quoted.

At the option of the CONTRACTOR, manholes shall be constructed of precast concrete manhole rings. Manholes shall be constructed to conform to Lexington-Fayette Urban County Government Standard Drawings 100-105 (storm) and 210-217, 220 and 222 (sanitary), unless otherwise noted or directed by the ENGINEER. Bases for manholes shall be poured in place using Class "A" concrete and shall have a minimum thickness of eight inches (8"). Field poured bases (doghouse manholes) shall only be allowed with prior approval of LFUCG. If no special instructions are given on the plans and precast manholes are used, the 6" overhang in the base section shown on the drawings shall not be required.

Dimensions for the placement of Manholes be as specified by the Purchase Order.

#### **22.2 MATERIALS**

**22.2.1 Precast Concrete Rings:** Precast concrete rings for manholes shall conform to ASTM Standard Specifications C-76, Class II, Wall B, with a minimum concrete strength of 4,000 psi, except that rings for manholes over twelve (12) feet deep shall be Class III. Rings shall be of the tongue and groove type. New or replacement manholes shall be sized such that a 6" ring is installed to permit future height adjustment in either direction. Brick leveling courses shall not be used under any circumstances.

**22.2.2 Precast Concrete Cones:** Precast concrete cones shall be of the size and shape shown on the plans and shall conform to the ASTM Standard Specification C-76 for the reinforced concrete sewer pipe, Class II and as specified above for Precast Concrete Rings.

**22.2.3. Sealant for Concrete Rings:** Conseal or its equal shall be used as sealant. Cementitious mortar shall not be used.

**22.2.4 Manhole Steps:** Manhole steps shall be asphalt coated cast iron or polypropylene plastic coated steel rod or of a type and size approved by the ENGINEER.

**21.2.5 Manhole Frames and Covers:** The Standard Manhole casting shall consist of 7" cast iron frames and 22-3/4 inch diameter covers weighing not less than 320 pounds for frame and cover, dimensioned as shown on the plans unless otherwise noted. When used

the manhole adjustable frames shall be set at their lowest adjusted level. CONTRACTOR shall not use adjusters to match grade. Manhole covers must set neatly in the rings with contact edges machined for even bearings and tops set neatly in the rings with contact edges machined for even bearings and tops flush with ring edge. They shall have sufficient corrugations to prevent slipperiness and be marked in large letters, "SANITARY" or "STORM SEWER, LEXINGTON, KENTUCKY". The lids shall have two pick holes about 1-1/2 inches wide and 1/2-inch deep with 3/8-inch undercut all around. They shall be equivalent to those manufactured for the Lexington-Fayette Urban County Government by J.R. Hoe and Sons, Middlesboro, Kentucky, and shall be of cast iron conforming to ASTM A-48, Class 35, Gray Iron Castings. The contact surfaces of covers and corresponding rings in the rims shall be machined to provide full perimeter contact.

**21.2.6 Manhole Waterproofing Admixture (Sanitary Manholes Only):** All Sanitary Sewer manhole mix designs shall include a non-soluble crystalline waterproofing admixture added to the concrete mix at the time of batching. The additive shall cause the concrete to become sealed against the penetration of liquids from any direction, and shall protect the concrete from deterioration due to harsh environmental conditions. The admixture shall include a pigment to clearly identify concrete treated with the admix. Dosage shall be per the manufacturer. Acceptable products are Xypex C-1000 Red, manufactured by Xypex Chemical Corporation; KIM K-301, manufactured by Kryton International Inc; and Crystal-X Admix-, manufactured by ConShield Technologies.

**21.2.7 Manhole Microbial Induced Corrosion (MIC) Inhibitor Additive (Sanitary Manholes Only):** All Sanitary Sewer manholes receiving a force main discharge and those within 2,000 feet downstream of that manhole, shall have a liquid additive added to the concrete mix at the time of batching. The additive shall prevent microbiologically induced corrosion (MIC). Dosage shall be per the manufacturer. Acceptable products are ConShield, manufactured by ConShield Technologies, or approved equal.

## **22.3 CONSTRUCTION METHODS**

### **22.3.1 Width and Depth of Excavation of Structure:**

**22.3.1.1 Earth Excavation:** In excavating for concrete structures, the required width shall be such as to permit forms to be constructed in the proper manner and to permit proper backfilling on completion of the structures. Depth of excavation for base shall be as shown on the Standard Drawings and/or as directed by the ENGINEER to obtain sufficient bearing.

**22.3.1.2 Rock Excavation:** Rock excavation for structures will be measured between the vertical planes passing eighteen (18) inches beyond the outside of the

base and from the surfaces of the rock to the neat lines of the bottoms of the structures or the actual bottom on the rock ledge.

**22.3.2 Laying Concrete Rings:** Mortar joints shall not be more than 3/8 inch thick horizontally and not less than 3/8 inch wide vertically at the inside face of the manhole.

Precast concrete manhole rings shall be set level and plumb. Joints between sections shall not be less than 3/8 inch thick and the entire joint space between sections shall be completely filled with mastic designed for this purpose or other material approved by ENGINEER.

In sewer manholes, masonry shall be carefully and neatly constructed around the inlet and outlet pipes so that there will be no leakage around the outer surface.

The ENGINEER shall approve materials and techniques used to insure water and/or vacuum tightness.

**22.3.3 Manhole Inverts:** Manhole inverts shall be formed from Class "A" concrete as shown on the plans. Curved inverts shall be constructed of concrete and shall form a smooth, even, half-pipe section. The inverts shall be constructed when the manhole is being built using prefabricated forms. Changes in direction of flow through the invert shall be made to a true curve with as large a radius as the size of manhole or inlet will permit. Invert slabs which are situated at depths in excess of 12 feet shall be reinforced per Lexington-Fayette Urban County Government Standard Drawings.

**22.3.4. Bases:** The excavation shall be kept free of water while the manhole is being constructed. After the foundation has been prepared and has been approved by the ENGINEER, the bottom shall be constructed to the required line and grade. After the bottom has been allowed to set for a period of not less than twenty four (24) hours, the manhole and inlet shall be constructed thereon.

**22.3.5. Casting:** The cast iron steps shall be included in the wall of the manhole at the proper locations and elevations as the work progresses and shall be securely embedded (per Lexington-Fayette Urban County Government Standard Drawings). The cast iron frame for the manhole cover shall be set at the required elevation and properly anchored. Where manholes are constructed in paved areas, the top surface of the frame and cover shall be tilted to conform to the exact slope, crown and grade of the existing adjacent pavement. Frames shall be in full cement mortar beds or other approved material.

**22.3.6 Backfilling:** Masonry Work shall be allowed to set for a period of not less than twenty four (24) hours. Outside voids shall be backfilled and compacted in the same manner as provided for backfilling of pipeline trenches. All loose or waste material shall be removed from the interior of the manhole or inlet. The manhole cover or inlet grating then shall be placed and the surface in the vicinity of the Work cleaned off and left in a

neat and orderly condition. No back-filling shall be performed until the manhole has been inspected and approved for backfilling by the ENGINEER.

**22.3.7 Vacuum Testing for Sanitary Sewer Manholes:** All sanitary sewer manholes must pass the application of a vacuum test (ASTM C1244) by the Division of Sanitary Sewers prior to acceptance by the Lexington-Fayette Urban County Government.

**22.4 BASIS OF PAYMENT FOR SANITARY AND STORM SEWER MANHOLES**

Accepted quantities for Lexington Sanitary and Storm Sewer Manholes will be paid at the Contract Unit Price as quoted for their respective sizes (which shall be full compensation for all Work required under this Section) and paid per specified Sanitary or Storm Sewer Manhole satisfactorily placed. All labor, excavation, materials, and equipment shall be incidental to the construction of manholes from zero (0) to eight (8) feet deep.

**22.5 BASIS OF PAYMENT FOR MIC INHIBITOR ADDITIVE**

Accepted quantities for Microbial Induced Corrosion (MIC) Inhibitor Additive will be paid at the Contract Unit Price as quoted to treat each vertical foot of manhole. The quoted price shall be based on a nominal 4 ft diameter manhole. Larger diameter manholes will be compensated per the table below. Price shall reflect the cost of the additive only and shall be in addition to the cost of the manhole itself. All related labor, materials, and equipment to incorporate the additive into the concrete mix shall be incidental to the cost of the additive.

Manhole Nominal Diameter	Multiplier
4 ft	1.0
5 ft	1.5
6 ft	2.1

**22.5 BASIS OF PAYMENT FOR ADJUSTABLE FRAME AND COVER**

Accepted quantities for Adjustable Frame and Cover will be paid for at the Contract Unit as quoted (which shall be full compensation for all Work required under this Section) and paid per Adjustable Frame satisfactorily placed. All labor, excavation, materials (other than the Adjustable Frame), and equipment shall be incidental to the installation of Adjustable Frames.

## TECHNICAL SPECIFICATIONS

### SECTION 23 - MANHOLE - ADDITIONAL VERTICAL DEPTH

#### **23.1 SCOPE**

Work for this Section shall include all labor, materials, equipment, additional excavation, and incidentals necessary to construct additional manhole vertical depth beyond eight feet zero inches (8'0") and shall conform to all applicable standards as specified for manhole construction in Section 16 of this Document.

#### **23.2 BASIS OF PAYMENT**

Accepted quantities for Additional Vertical Depth will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per vertical foot of Additional Vertical Depth of sanitary or storm sewer manhole satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the placement of Additional Vertical Depth for manhole construction.



## TECHNICAL SPECIFICATIONS

### SECTION 24 - MANHOLE OR CURB BOX INLET TIE-IN

#### **24.1 SCOPE**

Work for this Section shall include all labor, excavation, materials, equipment, and incidentals to make connections to existing manholes or curb box inlets where required. The existing manhole and/or curb box inlet shall be drilled and/or sawed in a neat manner to allow for the smoothest connection possible. Once the connection is made, the annulus between the pipe and the structure shall be filled with non-shrink grout and the entire area around the connection shall be filled with cement concrete. No fill shall be placed on the concrete before hardening has occurred.

#### **24.2 BASIS OF PAYMENT**

Accepted quantities for Manhole or Curb Box Inlet Tie-Ins will be paid at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per Manhole or Curb Box Inlet Tie-In satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the placement of Manhole or Curb Box Inlet Tie-in's.

## TECHNICAL SPECIFICATIONS

### SECTION 25 - STORM SEWER PIPE

#### **25.1 SCOPE FOR RCP (REINFORCED CONCRETE PIPE) STORM SEWER**

Work under this Section shall include all labor, excavation, materials, equipment, bedding, backfilling and legal disposal of unneeded and unsatisfactory material at site obtained by CONTRACTOR in accordance to Lexington-Fayette Urban County Government Standard Drawings 100, 102, 103, 104 and 105, and all incidentals necessary to construct Storm Sewer to the sizes and type indicated from zero (0) to eight (8) feet deep. Where the Standard Drawing requires a concrete cap, it shall be constructed according to KDOH Section 501 for consolidated, unfinished concrete.

All RCP shall meet ASTM C76, Class III unless noted otherwise.

##### **25.1.1 LAYING**

Pipe shall be laid to the line and grade shown on the drawings. Pipe shall be laid with the bell or groove at the upstream end of each section, unless otherwise approved.

##### **25.1.2 JOINING PIPE**

The joint design for concrete pipe shall be bell and spigot or tongue and groove. The bell or tongue shall be of confined gasket or single offset spigot configuration to properly contain and seat the rubber gasket. The joint assemblies shall be accurately formed so that when each pipe section is forced together in the trench the assembled pipe shall form a continuous soil-tight conduit with smooth and uniform interior surface, and shall provide for slight movement of any piece of the pipeline due to expansion, contraction, settlement or lateral displacement. The gasket shall be the sole element of the joint providing a soil-tight connection. The ends of the pipe shall be in planes at right angles to the longitudinal centerline of the pipe, except where bevel-end pipe is required. The ends shall be furnished to regular smooth surfaces.

Rubber gasket joints for tongue and groove or bell and spigot pipe using a confined gasket joint shall consist of an O-ring rubber gasket or other approved gasket configuration and shall conform to the requirements of ASTM 361, ASTM C443, ASTM C1619, or ASTM C1628 for the pipe designated.

Rubber gasket joints for tongue and groove or bell and spigot pipe using a single offset joint shall consist of a non-circular rubber gasket or other approved gasket configuration and shall conform to the requirements of ASTM C76 or ASTM 361 for the pipe designated.

Gaskets may be natural rubber, isoprene or neoprene conforming to ASTM C1619.

#### **25.1.4 INSPECTION**

All RCP pipe shall be inspected in accordance with Section 26 Internal Inspection of Sewer Pipe: CCTV as directed by the Engineer.

### **25.2 BASIS OF PAYMENT FOR RCP STORM SEWER**

Accepted quantities for RCP Storm Sewer will be paid for at the Contract Unit Price as quoted for various sizes (which shall be full compensation for all work required under this Section) and paid per linear foot of specified RCP Storm Sewer satisfactorily placed. Any removal of pavement and sidewalk and any rock encountered between zero (0) and eight (8) feet shall be paid for under appropriate Bid Items in addition to the Unit Price for RCP storm sewer. Concrete caps shall be paid under the Bid Item for unfinished concrete. Surface restoration (seeding, sod, pavement, etc.) will be paid separately under the appropriate Bid Items and the pay limits for surface restoration shall be in accordance with the appropriate Standard Drawings. Limits of surface restoration will be those limits as shown on the plans.

All labor, materials, equipment, excavation, bedding, disposal and backfilling shall be incidental to the placement of RCP Storm Sewer.

### **25.3 SCOPE FOR HDPE OR PP STORM SEWER**

Work under this Section shall include all labor, excavation, materials, equipment, bedding and backfilling in accordance to the Plans, Contract Documents and Specifications and all incidentals necessary to place HDPE (high density polyethylene), or PP (polypropylene) Storm Sewer to the sizes indicated. The CONTRACTOR shall be certified by the pipe manufacturer as qualified to install HDPE and PP pipe and provide proof thereof. All pipe delivered to the site shall be certified by the PROVIDER to meet the material specification as noted in these specifications. Split-couplers and other third-party coupler used to connect/extend pipe shall be approved by the pipe manufacturer prior to installation.

#### **25.3.1 Installation**

Pipe is to be installed at the required line and grade as indicated on the plans. Once the trench is excavated on line, the pipe bedding should be placed to proper thickness. The top of the bedding should be adjusted to allow for the difference between the plan invert and pipe profile.

#### **25.3.2 Dewatering**

Excessive groundwater hinders proper placement and compaction of bedding and backfill. Plastic pipe is more susceptible to floating and shifting in standing water,

therefore, it is imperative that a dewatered trench be provided. It may be necessary to provide sumps pumps, underdrains or a diversion ditch to insure a trench free of standing water.

### **25.3.3 Joints and Joint Assembly**

All joints are to be installed as per manufacturer's specifications.

### **25.3.4 Embedment Material**

In accordance with manufacturer's recommendations and LFUCG Standard Drawings embedment materials are those used for bedding, haunching and initial backfill and shall consist of #9 coarse aggregate. All embedment materials shall be free of frozen soil or ice when placed. Additionally, embedment materials shall be placed and compacted at optimum moisture content. Embedment materials shall be specified with consideration given to design loads and the classification and suitability of native soils.

### **25.3.5 Foundation**

A stable foundation must be provided to insure proper line and grade is maintained. Unsuitable foundations must be stabilized at the Engineer's judgment. Unsuitable or unstable foundations may be undercut and replaced with a suitable bedding material, placed in 6" lifts.

### **25.3.6 Bedding**

A stable and uniform bedding shall be provided for the pipe and any protruding features of its joints and/or fittings. The middle of the bedding equal to 1/3 of the pipe diameter OD should be loosely placed, with the remainder compacted to a minimum of 90% standard proctor density.

### **25.3.7 Haunching**

Proper haunching provides a major portion of the pipe's strength and stability. Care must be exercised to insure placement and compaction of the embedment material in the haunches. For larger diameter pipes (>30"), embedment materials should be worked under the haunches by hand. Haunching materials must be placed and compacted in 8 inch maximum lifts, compacted to 90% standard proctor density.

### **25.3.8 Initial Backfill**

Initial backfill materials are required in accordance with LFUCG Standard Drawings.

### **25.3.9 Final Backfill**

The final backfill shall be the same material as the proposed embankment. Generally, the excavated material may be used as final backfill. Placement shall be as specified for the embankment. In lieu of a specification, the final backfill shall be placed in 12 inch maximum lifts and compacted to a minimum 85% standard proctor density to prevent excessive settlement at the surface. Compaction shall be performed at optimum moisture content. Backfill beneath paved area shall be as per LFUCG Standard Drawing 201-1.

### **25.3.10 Manhole Connections**

Consideration should be given to the project performance specified when selecting manhole connections. When connecting to concrete manholes or inlets grouting the pipe to the manhole or inlet using non-shrink grout provides a soil tight installation. A gasket placed in a pipe corrugation at the approximate center of the manhole or inlet wall will act as a water stop. This water-stop should provide a silt tight installation. Watertight installations may require flexible rubber connections such as rubber boots or adapters. When connecting to manholes, insure backfill is placed under the pipe adjacent to the manhole to prevent differential settlement.

### **25.3.11 Specifications**

The following list is a common material, design and performance specifications for HPDE (high density polyethylene) corrugated pipe. Corrugated plastic pipe shall have a smooth interior, and annular exterior corrugations.

Pipe manufacturing standard: AASHTO M-294, Type S and Type V

Pipe installation guidance: ASTM D- 2321

The following list is a common material, design and performance specifications for PP (polypropylene) corrugated pipe. Corrugated plastic pipe shall have a smooth interior, and annular exterior corrugations.

Pipe manufacturing standard: AASHTO M-330, Type S and Type V

Pipe installation guidance: ASTM D-2321

### **25.3.12 Inspection Requirements**

#### **25.3.12.1 Visual Inspection**

All pipes shall undergo inspection during and after installation to ensure proper performance. Installation of bedding and backfill materials, as well as their placement and compaction, shall be determined to meet the requirements of this section. During the initial phases of the installation process, inspection shall concentrate on detecting improper practice and poor workmanship. Errors in line and grade, as well as any improper assembly or backfill techniques, shall be corrected prior to placing significant backfill or trench fill. Coupling bands shall be properly indexed with the corrugation and tightened, and bell/spigot joints shall be properly assembled to prevent the infiltration of soil fines. Where gaskets are used, they shall be properly seated to prevent groundwater infiltration and should appear uniformly oriented around the pipe. In areas where cracking or joint separation is found, a remediation or replacement plan shall be submitted for approval. Final internal inspections shall be conducted on all buried thermoplastic pipe installations to evaluate issues that may affect long-term performance. Final inspections shall be conducted no sooner than 30 days after completion of installation and final fill. Shallow cover installations shall be checked to ensure the minimum cover level is provided.

Inspection at the appropriate times during installation will detect and allow correction of line and grade, jointing and shape change problems. The timing and number of inspections required will vary with the significance and depth of the installation. The contractor is advised to provide initial inspections himself to avoid problems later on. Racking or flattening of the pipe's curvature indicates improper backfill placement methods that must be corrected. Slight peaking of the cross-sectional shape should be taken as indicative of achieving proper compaction requirements. Soil consolidation continues with time after installation of the pipe. While 30 days will not encompass the time frame for complete consolidation of the soil surrounding the pipe, it is intended to give sufficient time to observe some of the effects that this consolidation will have. However, occasionally pavement is placed over the pipe sooner than 30 days. While the 30-day time limit should be maintained, a brief inspection of the pipe prior to paving over it, particularly for the first few joints, may be prudent to ensure that good construction practices are being applied. It is recommended that inspection personnel not enter culverts less than 24 in. in diameter. Internal inspection of culverts in this size range is best conducted using video cameras. Culverts should only be entered by inspection personnel trained in working within confined spaces and using procedures in full compliance with applicable State, Local, and Federal OSHA regulations.

#### **25.3.12.2 Installation Deflection**

The pipe shall be evaluated to determine whether the internal diameter of the barrel has been reduced more than 5 percent when measured not less than 30 days following completion of installation. Pipes shall be checked for deflection using a mandrel, remote deflection device (per ASTM F-3080), or any other device approved by the Engineer that can physically verify the dimensions of the pipe and is not limited by poor lighting, water flow, pipe length, or other limiting conditions of the installed environment. Pipes larger than 24 in. may be entered and deflection levels measured directly. In all pipe installations, at least 10 percent of the total number of pipe runs representing at least 10 percent of the total project footage on the project shall be randomly selected by the Engineer and inspected for deflection. Also, as determined by the 100 percent visual inspection, all areas in which deflection can be visually detected shall be inspected for deflection. Where direct measurements are made, a measurement shall be taken once every 10 ft. for the length of the pipe, and a minimum of four measurements per pipe installation is required. If a mandrel is used for the deflection test, it shall be a nine (or greater odd number) arm mandrel, and shall be sized and inspected by the Engineer prior to testing. A properly sized proving ring shall be used to check or test the mandrel for accuracy. The mandrel shall be pulled through the pipe with a force not greater than 1,000 lb.

For locations where pipe deflections exceed 5.0 percent and less than 7.6-percent, the conduit will need to be reviewed by the OWNER and a qualified professional engineer in structural pipe mechanics.

For locations where pipe deflection equals or exceeds 7.6 percent of the inside diameter, remediation or replacement of the pipe is required.

Inspection criteria is newly added to the specification as there was minimal guidance in the previous specification. Ten percent of each pipe installation shall be defined as 10 percent of the number of pipe runs, and not less than 10 percent of the total length of installed pipe on the project. The requirement of deflection testing 10 percent of each pipe installation is intended to serve as a minimum and does not limit owners from more stringent requirements. The pipe inside diameters should be provided by the pipe manufacturer for every size and type of pipe delivered. If the pipe inside diameter is not provided, or is not available, pipe inside diameter can be developed by averaging the diameters measured at eight equally spaced locations around a section of unloaded pipe for every given size and manufacturer. There are many appropriate methods suitable for measuring deflection, including video inspection equipment, mandrels, and other direct measurement devices. For pipes tested by a mandrel, the mandrel shall be pulled through the entire pipe. Whichever method is used for deflection measurement, a minimum of 10 percent of the total length of installed pipe shall be tested, in addition to any areas that were identified in the visual inspection as having deflection. Installed pipe deflections that exceed 5 percent of the initial inside diameter may indicate that the installation was substandard. Appropriate remediation, if any, will depend upon the severity of the deflection, the condition of the pipe, and evaluation of the factor of safety using section 12, "Buried Structures and Tunnel Liners," of the AASHTO LRFD *Bridge Design Specifications*. Installed pipe deflections that exceed 7.5 percent of the initial inside diameter will require remediation or replacement of the pipe.

### **25.3.13 Inspection**

All HDPE and PP pipe shall be inspected in accordance with Section 26 Internal Inspection of Sewer Pipe: CCTV as directed by the Engineer.

## **25.4 BASIS OF PAYMENT**

Accepted quantities for HDPE and PP Storm Sewer will be paid for at the Contract Unit Price as quoted for various sizes (which shall be full compensation for all work required under this Section) and paid per linear foot of specified HDPE or PP Storm Sewer satisfactorily placed. Any removal of pavement and sidewalk and any rock encountered between zero (0) and eight (8) feet shall be paid for under appropriate Bid Items in addition to the Unit Price for HDPE or HP

Storm Sewer. Concrete caps shall be paid under the Bid Item for unfinished concrete. Surface restoration (seeding, sod, pavement, etc.) and CCTV inspection will be paid separately under the appropriate Bid Items. Pay limits for surface restoration shall be in accordance with the appropriate Standard Drawings. Limits of surface restoration will be those limits as shown on the plans.

All labor, materials (other than the HDPE or PP storm sewer), equipment, excavation, bedding, disposal and backfilling shall be incidental to the placement of HDPE or PP Storm Sewer.



## TECHNICAL SPECIFICATIONS

### SECTION 26 - INTERNAL INSPECTION OF SEWER PIPE: CCTV

#### **26.1 SCOPE:**

A CLOSED CIRCUIT TELEVISION (CCTV) survey is required for all newly installed sewer pipe, whether PVC, DIP, RCP, HDPE and/or any designated existing pipe. The television survey shall be performed by an experienced CCTV Contractor approved by the LFUCG Division of Engineering.

The CCTV inspections should be performed by the approved contractor a minimum of thirty (30) days after any new pipe has been backfilled, unless otherwise approved by the Engineer.

#### **26.2 GENERAL:**

All lines designated and/or designed by the Engineer shall be internally inspected. The purpose of the inspection is to locate structural damage that may be present in the collection pipe.

Any structural damage found in the pipe impairing the CCTV inspection, shall be documented and the Engineer should be notified immediately. The Engineer and Owner will evaluate the damage and, if cost-effective, the Engineer will notify the Contractor in writing to proceed with cleaning or additional repairs. These repairs will be made at the unit prices shown on the Contractor's Bid Proposal.

The Owner makes no guarantee that all of the sewers to be entered are clear for the passage of a camera. The methods used for securing passage of the camera are to be at the option of the Contractor, and the costs must be included in the bid price for television inspection. The cost of retrieving the television camera, under all circumstances, when it becomes lodged during inspection, shall be incidental to this portion of the work.

#### **26.3 EQUIPMENT:**

The CCTV mainline inspection system television shall be one specifically designed and constructed for such inspection. The inspection system shall be able to perform pan/tilt or pan/rotate operations. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The system shall be operable in 100 percent humidity conditions. The camera, television monitor and other components of the CCTV system shall be capable of producing a minimum 500-line resolution video picture. Picture quality and definition shall be to the satisfaction of the Engineer and if unsatisfactory, equipment shall be removed and no payment made for unsatisfactory inspection.

Remote inspection CCTV can be used for deflection testing in accordance to ASTM F-3080. CCTV shall also be capable of measuring cracking inside the pipe via laser-diodes and other calibrated procedures.

#### **26.4 RECOMMENDED METHOD FOR INTERNAL INSPECTION:**

After thoroughly cleaning the pipe, the camera shall be moved through the sewers in the downstream direction at a uniform rate not to exceed 30 ft./min., stopping when necessary to insure proper documentation of the sewer's condition. Manual winches, power winches, TV cable and power rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions may be used to move the camera through the sewer line.

If during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole. If the camera again fails to pass through the entire manhole section, the Contractor shall notify the Engineer of the situation.

#### **26.5 INSPECTION LOGS AND CD/DVDS:**

All CD/DVDS, and logs shall be labeled with the Contractors Name, Contract number, DVD number (logs must match that number) and with each Contractor the DVD/ logs must start at number 1 and progress upward till the end of this contract.

A log approved by the Engineer shall be provided for all line inspections listing the watershed, line segment ID, line segment location, upstream manhole depth, downstream manhole depth, lateral connection distance and position, pipe diameter, pipe material, defects and defect ratings, also see notes above. Printed and digital records shall be kept by the Contractor and will clearly show the location of each infiltration point observed during inspection. In addition, other points of significance such as locations of service connections, unusual conditions, roots, storm sewer connections, damaged pipe, presence of scale and corrosion and other discernable features will be recorded and a copy of such records in both hard copy and digital format will be supplied to the Engineer. The digital records must be in a Microsoft Database format (.mdb file extension) or other format approved by the Engineer. A key to all observations used shall be included on each log sheet.

The locations of all the defective areas to be repaired will be identified by logging the distance frame at each defect or point of interest measured from the center of the starting manhole to the plane of focus of the camera. The importance of accurate distance measurements is emphasized. Confirmation of measurement for location of defects shall be above ground by means of a meter device. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape or other suitable device, and the accuracy shall be satisfactory to the Engineer. Marking on the cable or the like, which would require interpolation for depth of manhole, will not be allowed.

The purpose of DVD recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed. DVD recording playback shall be at the same speed that it was recorded. DVDs shall be considered property of the Owner and the Contractor shall

possess backup copy of all DVDs until completion of the Contract. All CCTV work done must be recorded on DVD's using the software Visual Pipes, or other approved software. The Contractor shall supply the LFUCG a licensed (if applicable) copy of said software to view these DVD's.

**26.6 FINAL ACCEPTANCE:**

Acceptance of this portion of work shall be made upon the successful review of the DVD submitted to the LFUCG. If the DVDs are of such poor quality and/or the sewer line needs additional cleaning that the Owner is unable to evaluate the condition of the sewer line or to locate service connections, the Contractor shall be required to re-televis and provide a suitable DVD of the line at no additional cost. If a suitable DVD cannot be provided of such quality that the Owner can review it, no payment shall be made for additional cleaning and/or closed circuit television (CCTV). Also, no payment shall be made for portions of lines not televised or portions where manholes cannot be negotiated with the television camera.

**26.7 BASIS OF PAYMENT:**

Accepted quantities for Internal Inspection of Storm Sewer Pipe: CCTV will be paid for at the Contract Unit Price as quoted per linear foot (which shall be full compensation for all Work required under this Section) and paid per foot satisfactorily inspected. All labor, cleaning, materials, equipment, and excavation shall be incidental to the Internal Inspection of Storm Sewer Pipe: CCTV.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 27 - HEADWALLS**

#### **27.1 SCOPE**

Work for this Section shall conform to Kentucky Department of Highways Standard Specifications for Road and Bridge Construction Section 610 and 710, Current Edition and the Lexington-Fayette Urban County Government Standard Drawings 150, 153, 154-1, 154-2 and 154-3, and shall include all labor, excavation, materials, equipment and necessary incidentals. Drawings for Straight Headwalls 30" and greater will be provided by the ENGINEER.

Dimensions for the placement of Headwalls will be as specified by the Purchase Order.

#### **27.2 BASIS OF PAYMENT**

Accepted quantities for Headwalls will be paid for at the Contract Unit Price as quoted for various sizes (which shall be full compensation for all Work required under this Section) and paid per specified Headwall satisfactorily placed. All labor, materials, grates (if required), equipment, and excavation shall be incidental to the placement of Headwalls.

## TECHNICAL SPECIFICATIONS

### SECTION 28 - IMPACT STILLING BASIN

#### **28.1 SCOPE**

Work for this Section shall include all labor, materials, excavations, equipment, and incidentals necessary to construct Impact Stilling Basins for Pipes in accordance with Lexington-Fayette Urban County Government Standard Drawings 164 and 165, and Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Section 601, 602, 603 and 710 requirements.

Dimensions for the placement of Impact Stilling Basins will be as specified by the Purchase Order.

#### **28.2 BASIS OF PAYMENT**

Accepted quantities for Impact Stilling Basins will be paid for at the Contract Unit Price as quoted for various sizes (which shall be full compensation for all Work required under this Section) and paid per specified Impact Stilling Basin satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the placement of Impact Stilling Basins.

## TECHNICAL SPECIFICATIONS

### SECTION 29 - PAVED DITCH

#### **29.1 SCOPE**

Work for this Section shall conform to Kentucky Department of Highways Standard Specifications Section 709, Current Edition and the Lexington-Fayette Urban County Government Standard Drawing 132 and shall include all labor, excavation, materials, equipment and incidentals necessary to complete the Work.

Dimensions for the placement of a Paved Ditch will be as specified by the Purchase Order.

#### **29.2 BASIS OF PAYMENT**

Accepted quantities for Paved Ditch will be paid for at the Contract Unit Price as quoted for various sizes (which shall be full compensation for all Work required under this Section) and paid per square yard of specified Paved Ditch satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the placement of Paved Ditches.

## TECHNICAL SPECIFICATIONS

### SECTION 30 - AGGREGATE CHANNEL LINING FOR SLOPE PROTECTION

#### **30.1 SCOPE**

Work under this Section shall be in conformance to Lexington-Fayette Urban County Government Standard Drawings 130-1 and 130-2, for aggregate channel lining and shall include all labor, excavation, materials, equipment, and incidentals necessary to complete the Work. Type I Geotextile fabric shall be required and considered as incidental to the accomplishment of this Work.

#### **30.2 BASIS OF PAYMENT**

Accepted quantities for Aggregate Channel Lining will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per ton of Aggregate Channel Lining satisfactorily placed. No direct measurement shall be made. Payment will be based on weight tickets of No.2 stone delivered and accepted for the work. All labor, excavation, materials (other than the aggregate), and equipment shall be incidental to the placement of an Aggregate Channel Lining.



## TECHNICAL SPECIFICATIONS

### SECTION 31 - SEEDING AND PROTECTION

#### **31.1 SCOPE**

Work under this Section shall be in conformance to Kentucky Department of Highways Standard Specifications Section 212, current edition and shall include all labor, materials, equipment, and incidentals necessary to complete the Work. Fertilizer (10-10-10) and agricultural lime will be incorporated into a 3" deep bed and applied at 28 lbs./1,000 sq. ft. and 150 lbs./1,000 sq. ft., respectively. Seeding shall be done with Kentucky Bluegrass only unless specified otherwise in the Purchase Order. Mulching material shall consist of straw or hay in an air-dry condition, and shall be substantially free of noxious weed seeds and objectionable foreign matter. Mulching material shall applied to a loose depth of 1 to 1½ inches.

Finelawn or other turf type fescue, 3 lb/1,000 sq. ft.; add ½ lb of Poa Trivialis for very heavy shade or otherwise customize as directed by ENGINEER. The desires of the owner should be considered. Species currently present should also be considered.

#### **31.2 BASIS OF PAYMENT**

Accepted quantities for Seeding and Protection will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per square yard of Seeding and Protection satisfactorily placed. All labor, fertilizer, lime, straw, materials, and equipment shall be incidental to the application of Seeding and Protection.

## TECHNICAL SPECIFICATIONS

### SECTION 32 - SODDING

#### **32.1 SCOPE**

Work under this Section shall be in conformance to Kentucky Department of Highways Standard Specifications Section 212 and shall include all labor, materials, equipment, and incidentals necessary to complete the Work. Fertilizer (10-10-10) and agricultural lime will be incorporated into a 3" deep sod bed and applied at a rate of 28 lbs./1,000 sq. ft. and 100 lbs./1,000 sq. ft., respectively. Sodding shall be done with Kentucky Bluegrass, Fescue, or other species approved by the ENGINEER and available at the time of placement. Sod shall be kept moist for a minimum of two weeks. The desires of the owner and the species currently being used should be considered.

#### **32.2 BASIS OF PAYMENT**

Accepted quantities for Sodding will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per square yard of Sodding satisfactorily placed. All labor, materials (other than the sod), and equipment shall be incidental to Sodding.

## TECHNICAL SPECIFICATIONS

### SECTION 33 - GABION MATTRESS CHANNEL LINING

#### **33.1 SCOPE**

Work for Gabion Mattress Channel Lining including Type I geotextile fabric shall conform to Kentucky Department of Highways Standard Specifications Section 613 and 813.13, current edition and the Lexington-Fayette Urban County Government Standard Drawing 131, and shall include all labor, excavation, materials, equipment and incidentals necessary to complete the Work.

#### **33.2 BASIS OF PAYMENT**

Accepted quantities respectively for Gabion Mattress Channel Lining will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per cubic yard of stone satisfactorily placed and contained within the gabion wire baskets. Payment shall be based on weight tickets for stone delivered and accepted for the work. All labor, materials, equipment, and excavation shall be incidental to the placement of Gabion Mattress Channel Linings.

## TECHNICAL SPECIFICATIONS

### SECTION 34 – HIGH DENSITY POLYETHYLENE PERFORATED PIPE

#### **34.1 SCOPE**

The Work consists of furnishing and installing High Density Polyethylene Perforated Pipe at depths of zero (0) to four (4) feet. Work for this Section shall conform to Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Sections 704 and associated cross references, Current Edition and to Lexington-Fayette Urban County Government Standard Drawings 320, 320-1, 321, and 322, and shall include all labor, materials, equipment, and incidentals necessary to complete the Work, using only polyethylene perforated pipe.

#### **34.2 BASIS OF PAYMENT**

Accepted quantities for 4" and 6" High Density Polyethylene Perforated Pipe with incidental geotextile fabric, aggregate cover, and bedding will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under Section) and paid per linear foot of Polyethylene Perforated Pipe satisfactorily placed at a depth of four (4) feet. All labor, materials, and equipment shall be incidental to the placement of Polyethylene Perforated Pipe.

For High Density Polyethylene Perforated Pipe at depths greater than four (4) feet additional pay items such as materials, stone and excavation will be paid separately.

## TECHNICAL SPECIFICATIONS

### SECTION 35 - SANITARY SEWER

#### **35.1 SCOPE**

Work under this Section shall be of the size indicated and shall include all service, labor, materials, and equipment involved in performing the various tasks necessary to construct the Gravity Sanitary Sewers described in the plans and specifications in accordance with Lexington-Fayette Urban County Government Standard Drawings 200, 201-1, 201-2 and 204. Such tasks include, but are not limited to, furnishing pipe, excavating trenches (including rock excavating), bedding, laying, jointing, testing, backfilling, connecting to the new manholes, removing existing pipe, connecting existing services, and plugging. Any other necessary incidental tasks shall also be included in Work under this Section.

#### **35.2 PVC (POLYVINYL CHLORIDE PIPE)**

PVC Sewer Pipe shall conform to ASTM D-2152, D-2444 and D-3033, or D-3034 and shall have a maximum SDR of 35 (SDR rating shall be per LFUCG Std Dwg. 204). The manufacturers shall submit five (5) copies of certification of tests for each lot of material represented by shipment to the job site.

All pipe shall be marked with the manufacturer's name, production lot number, ASTM Designation, PVC and the nominal diameter.

#### **35.3 JOINTS FOR PVC PIPE**

All joints shall be of the elastomeric gasket type and installed per the manufacturer's recommendations. Solvent cement joints shall not be used.

Pipe that has been field cut must be beveled for insertion into gasketed joints. Bevels can be made with hand or power tool. In either case, the finished bevel should be the same as the factory bevel.

#### **35.4 DUCTILE IRON PIPE**

Work under this Section shall be performed in accordance with applicable ASTM specifications which include but are not limited to the following:

Ductile iron pipe shall conform to the current requirements of AWWA, C151, Pressure Class 250, with push-on joints unless otherwise noted on drawings.

The interior of the pipe shall be cement-mortar lined with asphalt seal coat in accordance with the current requirements of AWWA C104. Thickness of the lining shall be set forth in Section 4.10.1 of the aforementioned specification unless otherwise directed by the ENGINEER. The

exterior of all pipe, unless otherwise specified, shall receive either coal or tar or asphalt base coating a minimum of 1 mil thick.

Each piece of pipe shall bear the manufacturer's name or trademark, the year in which it was produced and the letters "DI" or the word "DUCTILE". Pipe manufacturer shall furnish notarized certificate of compliance to the above AWWA or ANSI specifications.

All ductile iron pipe shall be polyethylene encased. All materials and installation shall be in accordance with AWWA C105. The polyethylene film shall be a minimum of 8 mils for low-density polyethylene film and 4 mils for high-density cross-laminated polyethylene film.

### **35.5 INTERNAL PIPE DIAMETER**

All sewer provided shall have a minimum actual internal diameter which is equal to or greater than diameters indicated on the Contract Drawings.

### **35.6 STEEL CASING PIPE**

#### **1. Pipe**

- A. Steel casing or jack pipe shall be plain end steel pipe with a minimum yield strength of 35,000 psi and tensile strength of 60,000 psi per API-5L Grade B material. The steel pipe supplied shall be manufactured by the seamless, electric-weld, submerged arc weld or gas metal-arc weld process as specified in API-5L. Certifications of 35,000-psi minimum yield strength shall be furnished by the CONTRACTOR.
- B. The inside diameter shall be at least 2 inches greater than the largest outside diameter of the carrier pipe, joint or couplings for carrier pipe less than 6" in diameter and at least 4" greater for carrier pipe 6" and over in diameter. In all cases, the casing pipe shall be great enough to allow the carrier pipe to be removed subsequently without disturbing the casing pipe or roadbed.
- C. Casing pipe shall have minimum wall thickness as shown in the following table:

Nominal Diameter (Inch)	Nominal Thickness (Inch)	Nominal Diameter (Inch)	Nominal Thickness (Inch)
Under 10	0.188	24	0.438
10 - 12	0.250	26	0.438
14 - 16	0.281	28 - 30	0.500

#### **2. Casing Spacers**

- A. Stainless Steel Casing Spacers: Stainless steel casing spacers shall be bolt-on style with a shell made in two (2) sections of heavy T-304 stainless steel. Connecting flanges shall be ribbed for extra strength. The shell shall be lined with a PVC liner .090" thick with 85-90 durometer. All nuts and bolts are to be 18-8 stainless steel. Runners shall be made of ultra-high molecular weight polymer with inherent high abrasion resistance and a low coefficient of friction. Runners shall be supported by risers made of heavy T-304 stainless steel. The supports shall be mig welded to the shell and all welds shall be fully passivated. Stainless steel casing spacers shall be made by Cascade Waterworks Mfg. Co., or equal.
- B. Solid Polyethylene Casing Spacers (to be used with PVC pipe only): Solid polyethylene casing spacers shall be bolt-on style with a shell made in two (2) sections. Carrier pipe shall be wrapped with rubber strap inside casing spacer to prevent slippage. All nuts and bolts are to be 18-8 stainless steel. Solid polyethylene casing spacers shall be made by Calpico Inc., Advance Products & Systems, Inc., or equal.

### 3. Casing End Seals

- A. The ends of the casing shall be filled with concrete brick and mortar with two weep holes at the bottom. Weep holes shall use 1-inch PVC pipe.
- B. Pull on or wrap around end seals, minimum 1/8" neoprene rubber sealed with 1/2" wide T304 stainless steel banding with non-magnetic worm gear mechanism. BWM-WR or BWM-PO or equal

## **35.7 EXCAVATION FOR PIPELINE TRENCHES**

Unless otherwise directed by the ENGINEER, trenches in which pipes are to be laid shall be excavated in open cut to the depths required by field conditions or as specified by the ENGINEER. In general this shall be interpreted to mean that machine excavation in earth shall not extend below an elevation permitting the pipe to be properly bedded. Excavation shall be in accordance with Lexington-Fayette Urban County Government Standard Drawings and ASTM D-2321.

Excavation shall be undercut to a depth below the required invert elevation that will permit laying the pipe in a bed of granular material to provide continuous support for the bottom quadrant of the pipe. The bedding shall be as set out in the following section.

Trenches shall be constructed according to LFUCG Standard Drawings 200, 201-1 and 201-2. Trenches shall be of sufficient width to provide free working space on each side of the pipe and to permit proper backfilling around the pipe, but unless specifically authorized by the ENGINEER, trenches shall in no case be excavated or permitted to become wider than 2'0" plus the nominal diameter of the pipe at the level of or below the top of the pipe plus 12".

All excavated materials shall be placed a minimum of two feet (2') back from the edge of the trench.

Before laying the pipe, the trench shall be opened far enough ahead to reveal obstructions that may necessitate changing the line or grade of the pipeline.

The trench shall be straight and uniform so as to permit laying pipe to lines and grades given by the ENGINEER. It shall be kept free of water during the laying of the pipe and until the pipeline has been backfilled. Removal of trench water shall be at the CONTRACTOR'S expense. Dry conditions shall be maintained in the excavations until the backfill has been placed. During the excavation, the grade shall be maintained so that it will freely drain and prevent surface water from entering the excavation at all times.

When directed by OWNER, temporary drainage ditches shall be installed to intercept or direct surface water which may affect work. All water shall be pumped or drained from the excavation and disposed of in a suitable manner without damage to adjacent property or to other work.

Minimum cover of 30" shall be provided for all pipeline.

### **35.8 PIPE BEDDING**

All pipe shall be supported in a bed of well compacted #9 crushed stone. Bedding material shall be free from rock, foreign material, frozen earth, and be acceptable to the ENGINEER. In no case shall pipe be supported directly on rock. When rock is encountered in the trench bottom, bedding shall consist of fine gravel or Size #9 crushed stone only. Thickness of crushed stone bedding shall be a minimum 6" below pipe barrel. Pipe bedding is not a separate pay item.

In wet, yielding mucky locations where pipe is in danger of sinking below grade or floating out of line or grade, or where backfill materials are fluid such as flowable fill, movements of the pipe might take place during the placing of the backfill. The pipe must be weighted or secured permanently in place as such means as will provide effective. When ordered by the ENGINEER, yielding and mucky materials subgrades shall be removed below ordinary trench depth in order to prepare a proper bed for the pipe. Crushed stone or other such granular material, if necessary, as determined by the ENGINEER to replace subgrade material, shall be a separate pay item and classified as "Special Pipe Bedding". Removal of poor material is not a separate pay item.

Installation shall be in accordance with Lexington-Fayette Urban County Government (LFUCG) Standard Drawings and ASTM D-2321.

### **35.9 LAYING PIPE**



The laying of pipe in finished trenches shall be commenced at the lowest point so the spigot ends point in the direction of flow.

All pipes shall be laid with ends snugly seated and true to line and grade. Supporting of pipes shall be as set out hereinbefore under Pipe Bedding and in no case shall the supporting of pipes on blocks be permitted.

Before each piece of pipe is lowered into the trench, it shall be thoroughly inspected to ensure it is clean. Each piece of pipe shall be lowered separately unless special permission is given otherwise by the ENGINEER. No piece of pipe or fitting which is known to be defective shall be laid or placed in the lines. If any defective pipe or fitting shall be discovered after the pipe is laid, they shall be removed and replaced with satisfactory pipe or fitting without additional charge. In case a length of pipe is cut to fit in a line it shall be so cut as to leave a smooth end at right angles to the longitudinal axis of the pipe. Throughout the pipe laying process, special attention shall be given to keeping the inside of the pipe free of dirt or rock.

Pipe shall not be laid on solid rock. A pad of granular material as specified in Pipe Bedding shall be used as a pipe bedding. Pipe bedding is not a separate pay item. Irregularities in subgrade in an earth trench shall be corrected by use of granular material.

When ordered by the ENGINEER, unsuitable materials in subgrades shall be removed below ordinary trench depth in order to prepare a proper bed for the pipe.

When laying of pipe is stopped for any reason, the exposed end of such pipe shall be closed with a plywood plug fitting into the pipe bell, so as to exclude earth or other material, and precautions taken to prevent flotation of pipe by runoff or seepage into trench.

No backfilling (except for securing pipe in place) over pipe will be allowed until the ENGINEER has an opportunity to make an inspection of the joints, alignment, and grade in the section laid.

A concrete collar shall be provided where two dissimilar materials meet if a seal can not be made between the existing sanitary sewer and the new Pipe. It shall extend above and below the pipe joint 6" and be 18" in length, minimum.

#### **35.10 BACKFILLING PIPELINE TRENCHES**

Backfilling or pipeline trenches shall be accomplished in accordance with Lexington-Fayette Urban County Government Standard Drawings. All backfill shall be placed in a manner approved by the ENGINEER, and those materials requiring compaction shall be carefully compacted to avoid displacement of the pipe. Compaction shall be accomplished by hand-tamping or by approved mechanical methods.

Before final acceptance, the CONTRACTOR will be required to level off all trenches or to bring the trench up to grade. The CONTRACTOR shall also remove from roadways, rights-of-way and/or private property all excess earth or other materials resulting from construction.

In the event that pavement is not placed immediately following trench backfilling in paved areas, the CONTRACTOR shall be responsible for maintaining the trench surface in a level condition at proper pavement grade at all times.

### **35.11 SETTLEMENT OF TRENCHES**

Whenever lines are in, or cross, driveways and streets, the CONTRACTOR shall be responsible for any trench settlement which occurs within these rights-of-way within one year from the time of final acceptance of the work. If paving shall require replacement because of trench settlement within this time, it shall be replaced by the CONTRACTOR at no extra cost to the OWNER. Repair of settlement damage shall meet the approval of the OWNER and/or the Kentucky Department of Highways.

### **35.12 STEEL CASING TUNNELING, BORING OR JACKING**

- A. Boring or jacking as specified herein shall be located as shown on DRAWINGS. All lengths noted are minimums. All other casing pipe installations shall be open cut trench.
- B. Tunneling under paving, railroads, buildings and underground structures is included as an alternate to boring or repaving required by open cut trenching at no extra cost to the OWNER. Bore and casing pipe is also included as an alternate to tunneling. Backfilling of tunnels shall be mechanically tamped in not more than 3-inch layers and with material rendered suitable for tamping before being placed in tunnel unless otherwise shown on the DRAWINGS. No payment will be made for tunnels less than 3 feet long.
- C. In tunneling under buildings, the CONTRACTOR will held responsible for all damage by his operations and methods of excavation and backfilling.
- D. Should the CONTRACTOR elect and receive permission to tunnel and bore, other than locations designated on the DRAWINGS or required by the ENGINEER to be tunneled or bored, the entire compensation therefore shall be the same as the unit prices bid for installation in open trench, including paving replacement, but not including bore or unit prices.
- E. At locations where tunneling or boring or jacking is called for on the DRAWINGS, in addition to the unit prices for permanent tunnel, tunnel liner, temporary tunnel, boring or jacking and/or casing pipe, payment will be made for furnishing and laying carrier pipe inside the tunnel or casing pipe. No payment will be made for separate trench and backfill unit price items where

permanent tunnel, tunnel liner, temporary tunnel, boring or jacking and/or casing pipe unit prices are paid.

- F. Boring or jacking under highways, railroads, sidewalks, pipelines, etc., shall be done at the locations shown on the DRAWINGS. It shall be performed by mechanical means and accurate vertical and horizontal alignment must be maintained. When shown on the DRAWINGS, casing pipe shall be used and shall be installed inside bored holes concurrently with boring, or jacking.

### **35.13 STEEL CASING PIPE INSTALLATION**

- A. Steel casing pipe shall be of the size and wall thickness as shown on the DRAWINGS or specifications.
- B. When casing pipe is jacked, concurrent with boring, all joints shall be solidly welded. The weld shall be such that the joint shall be of such strength to withstand the forces exerted from the boring and jacking operation as well as the vertical loading imposed on the pipe after installation. The weld shall also be such that it provides a smooth, nonobstructing joint in the interior of the pipe, which will allow easy installation of the carrier pipe without hanging or abrasion to the carrier pipe upon installation.
- C. When casing pipe is installed in open trench or permanent tunnel, it shall be bedded and backfilled as specified in Division 2. When casing pipe is installed in temporary tunnel, it shall be laid accurately to alignment of proposed pipeline and at an elevation below proposed pipeline necessary to support it at the planned elevation. Bedding and backfill for casing pipe in temporary tunnel shall be as specified in Division 2.
- D. Casing pipe in open trench, permanent tunnel and temporary tunnel shall be joined by welding such that it will not be moved out of alignment or grade and will prevent backfill material from entering joint. Where casing pipes are shown on the DRAWINGS to be equipped with vent pipes, vents shall be installed as shown on the DRAWINGS with cost of the same included in the price bid for the casing pipe unless otherwise specified.

### **35.14 CARRIER PIPE IN CASING PIPE INSTALLATION**

- A. Pipeline Spacers
  - I. Carrier pipes shall be centered inside casing pipe throughout the length of the casing pipe. Centering shall be accomplished by the installation of stainless steel pipeline spacers attached to the casing pipe in such a manner as to prevent the dislodgment of the spacers as the carrier pipe is pulled or pushed through the casing pipe. Spacers shall be of such dimensions to provide (1) full supportive load capacity of the carrier pipe and contents; (2) of such thickness to allow installation and/or

removal of the pipe; and (3) to allow no greater than 1/2 inch movement of the carrier pipe within the casing pipe after the carrier pipe is installed.

2. Spacers shall be located immediately behind each bell and a spacing distance not less than the Manufacturers recommendations for the approved pipe.

The material and spacing, to be used, shall be accepted by the ENGINEER prior to installation. The polyethylene pipeline spacers shall be manufactured by Advanced Product & Systems, Inc. of Houston, Texas or approved equal. Installation shall be in accordance with manufacturer's recommendations.

- B. Upon completion of installation of the carrier pipe, the annular space at the ends of the cover pipe shall be sealed to prevent the entrance of groundwater, silt, etc., into the casing pipe. The seal shall be a manufactured product specially made for this purpose. The seal shall be the best seal type constructed of synthetic rubber with stainless steel banding straps. Seals may be of the "pull-on" or "wrap around" type as manufactured by PSI of Houston, Texas or approved equal.

### **35.15 TESTING OF GRAVITY SANITARY SEWERS**

On all projects involving installation of sanitary sewer lines, the finished work shall comply with provisions listed below or similar requirements which will ensure equal or better results:

1. After the collecting and/or outfall lines or system have been brought to completion, prior to final inspection, the CONTRACTOR shall rod out the entire system by pushing through each individual line in the system, from manhole to manhole, appropriate tools for removal from the lines of any and all dirt, debris and trash.
2. During the final inspection, the ENGINEER will inspect each individual line, from manhole to manhole, either by use of lights or other means at his disposal to determine whether the completed lines are true to line and grade as laid out or as shown on the plans.
3. The ENGINEER will require that the CONTRACTOR pass through the system under momentum a wooden ball of a diameter of one-inch less than the nominal diameter of the pipe, except that no ball larger than eight (8) inches in diameter shall be used.
4. Deflection tests shall be performed on a flexible pipe. The test shall be conducted after final backfill has been in place at least 30 days to permit stabilization of the system. No pipe shall exceed a deflection of 5 percent. If deflection exceeds 5 percent, pipe

shall be replaced or corrected. The rigid ball cylinder or mandrel used for deflection test shall have a diameter not less than 95 percent of the base inside diameter or average inside diameter of the pipe depending on which is specified in the ASTM Specification, including the appendix, to which the pipe is manufactured. The pipe shall be measured in compliance with ASTM D-2122 Standard Test Method of Determining Dimensions of Thermoplastic Pipe and Fittings. The test shall be performed without mechanical pull devices.

5. All lines or sections of lines that are found to be laid improperly with respect to line or grade, that are found to contain broken or leading sections of pipe, or are obstructed in such a manner that they cannot be satisfactorily corrected otherwise, shall be removed and replaced at the CONTRACTOR'S expense.
6. The CONTRACTOR shall lay sewer lines, including house connections, so that the access of ground water or loss of water from the sewer system or other gravity flow piping which does not normally flow full will be limited to 10 gallons per inch diameter per mile per day. This limitation is inclusive of manholes, sewers, house connections, and appurtenances. This requirement may be applied to a portion of the contract work, such as the sewers in a separate drainage area or to a single section of the line between two manholes.
7. To test for leaks, the ENGINEER will require that all completed piping as specified herein after backfilling be tested by low-pressure air test, exfiltration, or infiltration test. Low pressure air test will be restricted to sewer up through 24-inch diameter. Sewer larger than 24-inch diameter shall receive an exfiltration test if above ground water, or infiltration test if below ground water. Should the low pressure air test results be inconclusive, or at the request of the ENGINEER, an exfiltration or infiltration test will be required on the low pressure air tested segments. Services, labor, equipment, and supplies required for all tests shall be furnished by the CONTRACTOR. These tests shall not be required on "lives" sewers.
8. Smoke testing may be used only to locate leaks and in no case shall be considered conclusive. In all cases the smoke test shall be accomplished by an air test, exfiltration test or infiltration test. Smoke testing may only be performed where ground water is low and smoke is blown into a conduit that is properly sealed. All such leaks or breaks discovered by the smoke test shall be repaired and/or corrected by the CONTRACTOR at his own expense. Equipment and supplies required for smoke tests shall be furnished by the CONTRACTOR. The CONTRACTOR may also be required to smoke test the first section (manhole-to-manhole) of each size of pipe and type of joint on each construction contract prior to backfilling to establish and check laying and jointing procedures. Other supplementary smoke tests prior to backfilling may be performed by the CONTRACTOR at his option; however, any such test shall not supplant the final tests of the completed work unless such final tests are waived by the ENGINEER.

9. The low pressure air test shall consist of meeting a required holding time during measured pressure drop. The maximum test pressure shall be 4.0 psi (minimum pressure shall be 3.5 psi), with the allowable pressure loss being 1.0 psi during calculated holding time. Holding time shall be calculated from the equation:

$$0.472 \times \text{pipe diameter (inches)} = \text{holding time (minutes)}$$

This formula shall apply for all sizes of pipe and lengths of line tested. Failure to maintain calculated holding time during pressure drop from 3.5 psi to 2.5 psi for each section shall be deemed test failure.

10. In order to test for infiltration the ENGINEER may also require exfiltration tests on section of pipe between manholes after it has been laid but prior to backfilling. Exfiltration tests shall be conducted by plugging the lower end of the section of sewer to be tested and filling the sewer with water to a point approximately five feet above the invert at the lower end and at least one foot above the pipe at the upper end, observing leakage at all joints and measuring the amount of leakage for a given interval count. Exfiltration shall not exceed 110 percent times the infiltration limits set out hereinabove. All observed leaks shall be corrected even though exfiltration is within the limits.
11. To test for infiltration, the ENGINEER may also require that the CONTRACTOR plug the ends of all lines at the manhole so that measurements may be made at each section of sewer line. Infiltration tests shall consist of weir measurements to determine quantity if any infiltration. Measurements shall be taken at line locations directed by the ENGINEER. This infiltration test will not be made until the sewer line is completed, and the CONTRACTOR will be required to correct all conditions that are conducive to excessive infiltration that may be required to relay such sections of the line that may not be corrected even though infiltration is within allowable limits.
12. A closed circuit television(CCTV) survey is required for all newly installed sewer pipe, and/or any designated existing pipe. The television survey shall be performed according to Section 26 of these Specifications.

#### **35.16 HOUSE CONNECTIONS**

In those instances where 4-inch or 6-inch sanitary sewer pipe is used to connect a house to a sewer main, installation must be done by a Licensed Master Plumber. All House Laterals shall be connected per LFUCG Standard Drawings 230, 231, and 232. Lateral Cleanout shall be provided and installed as per the Two-Way Cleanout Drawing included in the Standard Drawing Section of these Specifications.

#### **35.17 CLEAN UP**

Upon completion of installation of the piping and appurtenances, the CONTRACTOR shall remove any surplus construction materials resulting from the Work. The CONTRACTOR

shall grade the ground on each side of pipe trenches in a uniform and neat manner leaving the construction area in a shape as close as possible to the original ground line.

### **35.18 BY-PASS PUMPING**

By-pass pumping shall be used to divert flow around an existing sanitary sewer most typically when a segment of sewer is being replaced. At least 24 hours prior to commencing by-pass pumping, the Contactor shall notify all affected residents, e.g; residents with lateral connections feeding the sewer segment to be replaced.

Contractor shall furnish and maintain all equipment necessary for by-pass pumping, including fully automatic self-priming trailer mounted pump, plugs, valves, pipe, hose, fuel and all incidental materials.

Pumping conditions will be site-specific. LFUCG will provide Contractor with suction lift, static head, distance and flow requirements. Pump shall be capable of passing a 3" solids at 500 gpm @ 100 ft TDH with up to 20 ft of suction lift.

### **35.19 BASIS OF PAYMENT**

Accepted quantities of gravity sanitary sewer line shall be paid for at the Contract Unit Price per linear foot and shall be full compensation for all Work under this Section.

All labor, ancillary materials, equipment, excavation, bedding, backfilling, testing (except CCTV) and incidental items necessary to the Work shall be included in the payment for PVC Sanitary Sewer or Ductile Iron Sanitary Sewer. Items such as rock excavation, removal of existing pipe, concrete collars and removal of pavement and sidewalk are paid under other UPC bid items.

Accepted quantities of steel casing pipe, spacers, end seals, all labor, ancillary materials, equipment, excavation, bedding, backfilling, tunneling, boring or jacking and incidental items necessary to the Work shall be included in the payment for steel casing pipe on a reimbursable labor plus materials basis in accordance with the Special Conditions and Sections 56 and 57 of the Technical Specifications.

A closed circuit television (CCTV) survey will be paid for at the Contract Unit Price as described in Section 26 of these Specifications.

Bypass pumping, when required to perform the work specified, will be paid for at the Contract Unit Price per day, and shall be full compensation for all labor (including set-up and break-down), materials, ancillary equipment, and fuel. The day shall commence at start-up of the pump and end when the pump is no longer in use.



## TECHNICAL SPECIFICATIONS

### SECTION 36 – TWO WAY SEWER SERVICE CLEANOUT

#### **36.1 SCOPE**

Work under this Section shall include all labor, excavation, materials, equipment, bedding and backfilling in accordance with the LFUCG Standard Drawing 234 in Appendix A and all incidentals necessary to construct a Two Way Sewer Service Cleanout (including tee, pipe, plug, frame, cover and concrete pad).

Any removal of pavement and sidewalk and any rock encountered shall be paid for under appropriate Bid Items in addition to the prices for Two Way Sewer Service Cleanouts.

#### **36.2 BASIS OF PAYMENT**

Accepted quantities for Two-Way Sewer Service Cleanouts will be paid for at the Contract Unit Price as quoted and paid per each satisfactorily placed. Payment shall include all labor, materials, connections, equipment, excavation, bedding, backfilling, and incidental items necessary for providing a two-way cleanout and connecting to the existing house lateral.

Surface restoration (seeding, sod, pavement, etc.) shall be paid separately in accordance with the appropriate Bid Items. Pay limits for surface restoration shall be in accordance with the Standard Drawings.

## TECHNICAL SPECIFICATIONS

### SECTION 37- SANITARY SEWER TEES AND BRANCHES

#### **37.1 SCOPE**

Work for this section consists of furnishing and installing Sanitary Sewer Tees and up to six (6) feet of branch or stub line (dimensions as specified by the Purchase Order). Branches and fittings shall be provided and laid as and where directed. T-branches, placed in the sewer for property service connection, shall be located by the CONTRACTOR, as directed by the ENGINEER, at such points in the sewer so as to result in the property service connection having the shortest length possible between the sewer and property line or easement line, unless otherwise indicated on the Drawings or directed by the ENGINEER. T-branches shall be plugged in such a manner that it will facilitate convenient connection to a service line. Materials shall be as approved and accepted by the ENGINEER and correspond to the specification for the type of sanitary sewer pipe material used.

In those instances where 4 inch or 6 inch sanitary sewer pipe is used to connect a house to a sanitary sewer main, installation must be done by a Licensed Master Plumber.

#### **37.2 BASIS OF PAYMENT FOR SANITARY SEWER TEES**

Accepted quantities for Sanitary Sewer Tees will be paid for at the Contract Unit Price as quoted for various sizes and pipe materials (which shall be full compensation for all Work under this Section) and paid per specified Sanitary Sewer Tee and up to six (6) feet of related sewer satisfactorily placed. Concrete caps shall be paid under the Bid Item for unfinished concrete. Surface restoration (seeding, sod, pavement, etc.) will be paid separately under the appropriate Bid Items and the pay limits for surface restoration shall be in accordance with the appropriate Standard Drawings.

All labor, materials, equipment, excavation, bedding, and backfilling shall be incidental to the placement of Sanitary Sewer Tee.

#### **37.3 BASIS OF PAYMENT FOR BRANCHES INCLUDING FITTINGS**

Accepted quantities for Sanitary Sewer Branch or Stub line in excess of six (6) feet will be paid for at the Contract Unit Price as quoted for various sizes and pipe materials (which shall be full compensation for all Work under this Section) and paid per linear foot of specified Sanitary Sewer Branch or Stub line satisfactorily placed. Concrete caps shall be paid under the Bid Item for unfinished concrete. Surface restoration (seeding, sod, pavement, etc.) will be paid separately under the appropriate Bid Items and the pay limits for surface restoration shall be in accordance with the appropriate Standard Drawings.

All labor, materials, equipment, excavation, bedding, and backfilling shall be incidental to the placement of Sanitary Sewer.

## TECHNICAL SPECIFICATIONS

### SECTION 38 - FENCING

#### **38.1 SCOPE**

Work for this section consists of furnishing and installing Woven Wire, Chain Link or Privacy Fencing (type as specified by the Purchase Order). Woven Wire and Chain Link shall conform to the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Section 721, 722, 816, and 817 current edition, and/or LFUCG Standard Drawings 308, 310, 312 and 314, (as directed by the ENGINEER), and shall include all labor, materials, equipment and incidentals necessary to complete the Work. Privacy Fencing shall match existing fencing as closely as possible and shall include all labor, materials, equipment and incidentals to complete the work.

#### **38.2 BASIS OF PAYMENT**

##### **38.2.1 WOVEN WIRE AND CHAIN LINK FENCING**

Accepted quantities for Woven Wire or Chain Link Fencing will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) per linear foot of Fencing satisfactorily placed. All labor, gates, materials, equipment, and excavation shall be incidental to the placement of Fencing.

##### **38.2.2 PRIVACY FENCING**

Accepted quantities for Privacy Fencing will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section except for the cost of the posts, rails, panels, gates and gate hardware) per linear foot of Privacy Fencing satisfactorily placed. All labor, other materials not identified above, equipment, and excavation shall be incidental to the placement of Fencing.

The cost of the Privacy Fence posts, rails, panels, gates and gate hardware shall be paid for at cost plus 15% for overhead and profit (to be submitted as Contract progresses and as needed). No payments will be made for Privacy Fencing without proper invoices for materials furnished.

## TECHNICAL SPECIFICATIONS

### SECTION 39 - SMALL EQUIPMENT WITH OPERATOR

#### **39.1.A            SMALL BACKHOE/LOADER WITH OPERATOR - SCOPE**

Work under this Section shall consist of furnishing a small rubber tire backhoe of Case 580 or equivalent with operator for excavation and loading at various locations to be determined. The backhoe shall be in good working order, and with the trained operator, be capable of completing the required Work in a timely manner. Should the ENGINEER feel that the backhoe and/or operator are not adequate, he may reject either the backhoe and/or operator and no payment will be made.

#### **39.1.B            SMALL BACKHOE/LOADER WITH OPERATOR - BASIS OF PAYMENT**

Accepted equipment and operator time for a Small Backhoe/Loader with an Operator will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per hour of Work satisfactorily completed. No direct payment will be made for delivery time to or from the Work site.

#### **39.2.A            SKID LOADER WITH OPERATOR - SCOPE**

Work under this Section shall consist of furnishing a skid loader of Case SR 250 or equivalent with operator for loading, lifting, augering, etc., at various locations to be determined. The skid loader shall be in good working order, and with the trained operator, be and capable of completing the required Work in a timely manner. Should the ENGINEER feel that the skid loader and/or operator are not adequate, he may reject either the skid loader and/or operator and no payment will be made.

#### **39.2.B            SKID LOADER WITH OPERATOR - BASIS OF PAYMENT**

Accepted equipment and operator time for a Skid Loader and Operator will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per hour of Work satisfactorily completed. No direct payment will be made for delivery time to or from the Work site.

#### **39.3.A            JACKHAMMER WITH OPERATOR - SCOPE**

Work under this Section shall consist of furnishing an excavator with a hydraulic hammer of Case CX130C or equivalent with operator for jack hammering at various locations to be determined. The backhoe shall be in good working order, and with the trained operator, be capable of completing the required Work in a timely manner. Should the ENGINEER feel that the excavator/hammer and/or operator are not adequate, he may reject either the excavator/hammer and/or operator and no payment will be made.

**39.3.B JACKHAMMER WITH WORKER - BASIS OF PAYMENT**

Accepted equipment and operator time for a Jackhammer with Operator will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per hour of Work satisfactorily completed. No direct payment will be made for delivery time to or from the Work site.

## TECHNICAL SPECIFICATIONS

### SECTION 40 - SINGLE OR TRIPLE AXLE DUMP TRUCK

#### **40.1 SCOPE**

Work under this Section shall consist of furnishing a single or triple axle dump truck with minimum eight (8) cubic yard capacity with driver for miscellaneous hauling of dirt and/or rock and other materials as requested by the ENGINEER. The truck and driver supplied shall be in good working order and capable of completing the Work in a timely manner. Should the ENGINEER feel that the truck and/or driver are not adequate, he may reject either the truck and/or driver and no payment will be made.

#### **40.2 BASIS OF PAYMENT**

Accepted truck and driver for a Single Axle Dump Truck or Triple Axle Dump Truck will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per hour of Work satisfactorily completed. Payment shall be based on accepted hours of working under the direction of the ENGINEER.

The cost of the material (such as clean fill) or tipping fees (such as excess soil disposal) if applicable, shall be paid for at cost plus 15% for overhead and profit (to be submitted as Contract progresses and as needed). LFUCG must approve the tonnage rate prior to commencement of work. Furthermore, no payments will be made without proper invoices for materials furnished or disposed.

## TECHNICAL SPECIFICATIONS

### SECTION 41 – EROSION AND SEDIMENT CONTROL

#### 41.1 SCOPE

This section describes requirements for the planning and implementation of non-structural and structural best management practices (BMPs) to be used for erosion and sediment control during construction activities in Fayette County, Kentucky. Erosion control refers to efforts to maintain soil on a construction site. Sediment control refers to keeping the material that erodes from leaving the site.

The preparation of an erosion and sediment control plan integrating the non-structural and structural practices and procedures is a requirement for all construction projects that disturb one acre or more. The plan shall be submitted to the LFUCG Division of Engineering before beginning construction. Once the erosion and sediment control practices have been constructed, a grading permit can be obtained. For more information on permits, see Chapter 2 of the Storm Water Manual.

Work for this Section shall be in accordance to the Lexington-Fayette Urban County Government Standard Drawings and Chapter 11 of the Storm Water Manual and shall include all labor, excavation, materials, equipment, and incidentals necessary to complete the work.

#### **Structural Sediment Control BMPs**

##### **Check Dam**

A check dam is a small temporary dam constructed across a swale or drainage ditch. Check dams shall be installed in newly-constructed, vegetated, open channels, which drain 10 acres or less. Check dams shall be constructed prior to the establishment of vegetation.

Stone check dams shall be constructed of KYTC Class II channel lining.

Regular inspections shall be made to ensure that the measure is in good working order and the center of the dam is lower than the edges. Erosion caused by high flows around the edges of the dam shall be corrected immediately, and the dam shall be extended beyond the repaired area. Check dams shall be checked for sediment accumulation after each rainfall. Sediment shall be removed when it reaches one-half of the original height or before. Check dams shall remain in place and operational until the drainage area and channel are completely stabilized or up to 30 days after the permanent site stabilization is achieved.

##### **Sediment Trap**

A sediment trap is formed by an excavation of an area in a suitable location to retain sediment and other waterborne debris. Sediment traps shall be used where physical site conditions or other restrictions prevent other erosion control measures from adequately controlling erosion and sedimentation. Sediment traps may be used down slope from construction operations that expose areas to erosion. Sediment traps shall be removed after the exposed areas are

adequately protected against erosion by vegetative or mechanical means. Sediment traps shall be installed below all disturbed areas of less than 5 acres that do not drain to a sediment pond

The area to be excavated shall be cleared of all trees, stumps, roots, brush, boulders, sod, and debris. All channel banks and sharp breaks shall be sloped to no steeper than 1:1. All topsoil containing excessive amounts of organic matter shall be removed. Seeding, fertilizing, and mulching of the material taken from the excavation shall comply with the applicable seeding sections of these specifications. Any material excavated from the trap shall be placed in one of the following ways so that it will not be washed back into the pond by rainfall:

- uniformly spread to a depth not exceeding 3 feet and graded to a continuous slope away from the trap
- uniformly placed or shaped reasonably well with side slopes assuming the natural angle of repose for the excavated material behind a berm width not less than 12 feet

Sediment shall be removed from the trap when the capacity is reduced to 50 percent of the design volume. Plans for the sediment trap shall indicate the methods for disposing of sediment removed from the trap.

#### **Sediment Pond**

A sediment pond is formed by a barrier or dam constructed across a drainage way or other suitable location to retain sediment and other waterborne debris.

Sediment ponds are appropriate where physical site conditions or other restrictions prevent other erosion control measures from adequately controlling erosion and sedimentation. Sediment ponds may be used down slope from construction operations that expose areas to erosion. Sediment ponds shall be removed after the exposed areas are adequately protected against erosion by vegetative or mechanical means. A sediment pond shall be installed at the outlet of a disturbed area of 5 acres or more. The maximum drainage area for a single pond is 100 acres. The pond shall be designed to reduce peak discharges during construction to pre-development levels for 10-year and 100-year storms.

Design and construction shall comply with all federal, state, and local laws, ordinances, rules, and regulations regarding dams.

Sediment shall be removed from the pond when the capacity is reduced to 50 percent of the design volume. Plans for the sediment pond shall indicate the methods for disposing of sediment removed from the pond.

#### **Silt Fence**

Silt fence is a temporary barrier to trap sediment that consists of a filter fabric stretched between supporting posts, with the bottom entrenched in the soil and with a wire support fence. Silt fence shall be installed down-slope of areas to be disturbed prior to clearing and grading. Silt fence must be situated such that the total area draining to the fence is not greater



than one-fourth acre per 100 feet of fence. Silt fence shall be used for storm drain drop inlet protection and around soil stockpiles.

Silt fences are appropriate where the size of the drainage area is no more than one-fourth acre per 100 feet of silt fence length; the maximum slope length behind the barrier is 100 feet; and the maximum gradient behind the barrier is 50 percent (2H:1V). Silt fences can be used at the toe of stockpiles where the slope exceeds 2H:1V, but in that case, the slope length should not exceed 20 feet.

Silt fences can be used in minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres. Under no circumstances shall silt fences be constructed in streams or in swales or ditch lines where flows are likely to exceed 1 cubic foot per second (cfs).

Synthetic filter fabric shall be a pervious sheet of propylene, nylon, and polyester or ethylene yarn and shall be certified by the manufacturer or supplier as conforming to the following requirements:

#### **Physical Property Requirements**

- Filtering Efficiency 75% (minimum)
- Tensile Strength at 20% 50 lbs./linear inch (minimum)
- Flow Rate 0.3 gal./ sq. ft/ min. (minimum)
- Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0°F to 120°F.
- Posts for synthetic fabric silt fences shall be either 2-inch by 2-inch wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them. Wire fence reinforcement for silt fences shall be a minimum of 36 inches in height, a minimum of 14 gauge and shall have a mesh spacing of no greater than 6 inches.

Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately. Knocked down fences shall be repaired at the end of each day. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed after each storm event or when deposits reach approximately one-half the height of the barrier. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared, and seeded. Silt fences shall be replaced every 6 months.

#### **Storm Drain Inlet Protection**

A sediment filter installed around a storm drain drop inlet or curb inlet is referred to as storm drain inlet protection. Curb inlet protection is not required if other soil stabilization and sediment control measures are in place to prevent sediment from entering the street. Storm

drain inlet protection shall only be used around drop inlets when the up-slope area draining to the inlet has no other sediment control.

The drainage area shall be no greater than 1 acre.

The inlet protection device shall be constructed in a manner that will facilitate cleanout and disposal of trapped sediment and minimize interference with construction activities. Inlet protection devices shall be constructed in such a manner that any resultant ponding of storm water will not cause excessive inconvenience or damage to adjacent areas or structures.

The structure shall be inspected after each rain, and repairs made as needed. Sediment shall be removed and the device restored to its original dimensions when the sediment has accumulated to one-half the design depth of the filter. If a stone filter becomes clogged with sediment so that it no longer adequately performs its function, the stone must be pulled away from the blocks, cleaned, and replaced. Structures shall be removed after the drainage area has been properly stabilized.

### **Filter Strips**

A filter strip is a strip of vegetation for removing sediment and related pollutants from runoff. Filter strips are also called vegetative filters. Filter strips shall be used on each side of permanent constructed channels. The buffer strips described in the Storm Water Manual satisfy the filter strip requirement for streams and wetlands.

Filter strips shall only be used to remove sediment from overland flow.

Existing grass or grass/legume mixtures used as filter strips shall be dense and well established, with no bare spots. When establishing new seeding, consideration shall be given to wildlife needs and soil conditions on the site. See Storm Water Manual for seeding mixture

When planting filter strips, prepare seedbed, incorporate fertilizer, and apply mulch consistent with the seeding sections of this manual. Filter strips using areas of existing vegetation shall be over seeded, as necessary, with the above mixtures to obtain an equivalent density of vegetation. The over seeding shall be accomplished prior to the land disturbing activity.

Filter strips shall be inspected regularly to ensure that a healthy vegetative growth is maintained. Sediment shall be removed when it becomes visible in the filter. Construction traffic shall not be permitted to drive upon filter strips.

### **Stream Crossing**

A temporary stream crossing is a temporary structural span installed across a flowing water course for use by construction traffic. Structures may include bridges, round pipes, or pipe arches. The purpose of a temporary stream crossing is to provide a means for construction traffic to cross flowing streams without damaging the channel or banks and to keep sediment generated by construction traffic out of the stream. Stream crossings shall be used in cases where construction traffic, permanent traffic, or utilities must cross existing post development

floodplains. If the drainage area exceeds 1 square mile and a structure is necessary, the structure must be designed by a professional engineer licensed in Kentucky. If applicable, U.S. Army Corps of Engineers and the Kentucky Division of Water permits, as indicated in the Storm Water Manual, may be required.

Temporary stream crossings are applicable to flowing streams with drainage areas less than one square mile. Structures that must handle flow from larger drainage areas shall be designed as permanent structures by a professional engineer.

When using a culvert crossing, the top of a compacted earth fill shall be covered with six inches of KTC No. 57 stone. No. 57 stone shall also be used for the stone pads forming the crossing approaches.

Clearing and excavation of the streambed and banks shall be kept to a minimum. The structure shall be removed as soon as it is no longer necessary for project construction. The approaches to the structure shall consist of stone pads with a minimum thickness of 6 inches, a minimum width equal to the width of the structure, and a minimum approach length of 25 feet on each side.

The structure shall be inspected after every rainfall and at least once a week and all damages repaired immediately.

#### **Pump-Around Flow Diversion**

Pump-around flow diversions must be used to divert flow during excavation operations in streams. Pump-around flow diversions provide dry working conditions during construction in streams. A pump-around flow diversion shall be used to divert flow around construction activities occurring in a stream when those activities are reasonably expected to cause the erosion or deposition of sediment in the stream. Bid quotes for pump around assume a 4 inch pump.

Sandbags shall be woven polypropylene bags with approximate dimensions of 18-1/2 inches by 28 inches. Tie the ends of filled bags closed using either draw strings or wire ties.

Schedule operations such that diversion installation, in-stream excavation, in-stream construction, stream restoration, and diversion removal are completed as quickly as possible.

This control provides short-term diversion of stream flow (typically 1 day to 3 days). Additional sandbags or pumps may be required to maintain 1-foot freeboard on the sandbag checks if flow conditions change. Add sandbags as required to seal leaks in checks.

#### **Construction Dewatering**

Dewatering is the pumping of storm water or groundwater from excavation pits or trenches. The sediment-laden water must be pumped to a dewatering structure before it is discharged offsite.

The dewatering structure should be inspected frequently to ensure it is functioning properly and not overtopping. Accumulated sediment should be spread out on site and stabilized, or disposed of offsite.

#### 41.2 BASIS OF PAYMENT

Accepted quantities for Erosion and Sediment Control will be paid for at the Contract Unit Price as quoted which shall be full compensation for all Work required under this Section: The LFUCG will make payment for the completed and accepted quantities under the following: All labor, materials (except as noted), equipment, fuel and excavation shall be incidental to the placement and removal of Erosion and Sediment Control. Maintenance of erosion and sediment control is incidental to installation.

Check Dam	Ton
Sediment Trap (excluding geotextile)	Cubic Yard
Sediment Pond	Cubic Yard
Silt Fence	Linear Foot
Storm Water Inlet Protection	Each
Filter Strip	Square Yards
Stream Crossing (excluding pipe)	Each
Pump-Around Flow Diversion (including sand bags)	Day
Construction Dewatering	Day

Payment for a Stormwater Pollution Prevention Plan,(SWPP) a Notice of Intent (NOI-SWCA), a Notice of Termination (NOT), and a Land Disturbance Permit (LDP), will be paid in accordance with Section A.20 of these Technical Specifications.

## TECHNICAL SPECIFICATIONS

### SECTION 42 - GEOTEXTILE CONSTRUCTION

#### **42.1 SCOPE**

Work for this Section shall be in accordance to Kentucky Department of Highways Standard Specifications Sections 214 and 843 (Type 1 for slope protection and channel lining, Type II for underdrains, Type III for subgrade or embankment foundation stabilization, and Type IV for drainage blankets and pavement edge drains), current edition and shall include all labor, grading, materials, equipment, and incidentals necessary to complete the work.

#### **42.2 BASIS OF PAYMENT**

Accepted quantities for Geotextile Construction will be paid for at the Contract Unit Price per various types as quoted which shall be full compensation for all Work required under this Section and paid per square yard of geotextiles satisfactorily placed. All labor, materials (other than the geotextile fabric), equipment, and grading shall be incidental to the placement of geotextile fabric (Type I, Type II, Type III or Type IV).

## TECHNICAL SPECIFICATIONS

### SECTION 43 - EDGE KEY

#### **43.1 SCOPE**

This Work shall consist of the construction of edge keys in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawing 318 and 319, current edition.

In performing this Work, the CONTRACTOR shall furnish a neat edge along the pavement, obtained by using an approved saw to cut a smooth and straight line (approximately two (2) inches deep) in the existing pavement surface prior to breaking away the adjacent pavement. Any existing facility, which is not marked for removal by the ENGINEER, but is nevertheless removed, shall be replaced at the CONTRACTOR'S expense.

#### **43.2 BASIS OF PAYMENT**

Payment for the accepted quantity will be made at the unit bid price per linear foot, which payment shall be full compensation for all Work required by this section.

## TECHNICAL SPECIFICATIONS

### SECTION 44 – PIPE PLUGGING

#### **44.1 SCOPE**

Work in this section shall also conform to the Kentucky Department of Highways (KDOH) Standard Specifications, Section 708 current edition, but only to the extent that this KDOH section does not conflict with the content of the Plans, Contract Documents and Specifications.

The Work consists of construction of pipe plugs in existing storm sewer and/or gravity sanitary sewer lines, which are to be taken out of service once the corresponding new sewer lines have been put into operation. Such Work shall be performed where indicated on the Drawings and shall conform to standard practices acceptable to the Lexington-Fayette Urban County Government (Division of Engineering and Division of Water Quality).

#### **44.2 BASIS OF PAYMENT**

Accepted quantities for Pipe Plugging will be paid at the unit bid price per each as quoted for various sizes, which payment shall be full compensation for all Work required by this section.

## TECHNICAL SPECIFICATIONS

### SECTION 45 – FLOWABLE FILL

#### **45.1 SCOPE**

This Work shall consist of the use of flowable fill in accordance with the Plans, Contract Documents and Specifications. Work in this section shall also conform to the Kentucky Department of Highways (KDOH) Standard Specifications, Section 601 current edition, but only to the extent that this KDOH section does not conflict with the content of the Plans, Contract Documents and Specifications.

#### **45.2 BASIS OF PAYMENT**

Payment for the accepted quantity will be made at the unit bid price per cubic yard, which payment shall be full compensation for all Work required by this section. Payment shall be based on delivery tickets for flowable fill delivered and accepted for the work.



## TECHNICAL SPECIFICATIONS

### SECTION 46 – FIBER REINFORCED PCC PAVEMENT

#### 46.1 SCOPE

This specification covers formed fiber-reinforced, Portland cement concrete pavement. Concrete shall be class A modified (minimum 28 day strength shall be 4,000 psi.). Thickness shall be as indicated by the bid item.

Requirements in the KDOH Standard Specifications, KDOH Standard Drawings, plans, or proposal related to Portland cement concrete pavement shall apply except that this specification has precedence in any conflict. The placement process includes mandatory 10-foot straight edge examination and surface correction during finishing. Procedures and pavement requirements are in KDOH Section 501 and its various cross references. The Work will be consider and utilize the KDOH Standard Drawings, particularly RPN-015, RPS-010 through RPS-039 (12 drawings total), RPX-010 through RPX-020 (3 drawings total), but any other standard drawing needed to successfully complete the work.

If severe drying conditions are anticipated, a pour will not be permitted unless an approved method of inhibiting drying is available.

The desired slump for slip forming is 2 inches. The slump may be as much as 7 inches when forms are used.

The typical section for the pavement and its base and location of all sawed and sealed joints shall be as established by the Purchase Order for the Work.

- All transverse contraction joints shall be at right angles to the roadway. The joints will be sawed but without dowels.
- Spacing for contraction joints shall not exceed 18 feet.
- Joints may be sawed conventionally or with a soft cut saw to a depth of 1 ½ inch. All joints shall be sawed, then sealed with Dow-Corning silicone 890SL or equivalent. Immediately prior to sealing, joints shall be thoroughly cleaned, including sand blasting in both directions. Backing strips are required. Sealing shall be in accordance with KDOH Standard Drawing RPX-020 and KDOH Section 501.03.17.
- Traffic shall not be permitted on newly sealed joints until the silicone seal is sufficiently “skinned over” to prevent tracking due to traffic. The skin-over time for silicone seals typically is one hour; however, longer times may be required, depending upon specific weather conditions. The CONTRACTOR shall be responsible for replacement/repair of damaged seals until curing is complete (21 days).

- It is anticipated that each lane will be placed in a continuous operation without transverse construction joints. Before placement of a lane commences, the CONTRACTOR shall provide assurance to the ENGINEER that the concrete supplier has committed enough equipment to accomplish a continuous pour.
- Synthetic fibers shall be added to the mixture at the plant or otherwise, as recommended by the manufacturer. Fiber length shall be ¾-inch. The fibers shall be graded, fibrillated, polypropylene fibers and shall be added to the fresh concrete at a dosage rate of 3.0 pounds per cubic yard of concrete (or at a lesser rate if directed by the ENGINEER or the Purchase Order). The cost of the fibers and any additional labor cost shall be included in the bid unit price for Fiber-reinforced Concrete.

#### **46.2 BASIS OF PAYMENT**

Accepted quantities for Fiber-reinforced PCC Pavement will be measured to the nearest cubic yard. Payment will be made at the unit bid price per cubic yard. Payment shall be based on delivery tickets for PCCP delivered and accepted for the work. The price includes concrete and all other material, plant, labor, joint sawing, sealing and incidentals necessary to install Fiber-reinforced PCC Pavement.

## TECHNICAL SPECIFICATIONS

### SECTION 47 – SINGLE BLOCK MASONRY RETAINING WALL

#### **47.1 SCOPE**

This Work shall consist of furnishing all materials and construction of a modular concrete gravity retaining wall system (Keystone, VERSA-LOK or approved equal) in accordance with these specifications, manufacturer's recommendations and in reasonably close conformity with the lines, grades, design, and dimensions shown on the plans. Work includes furnishing and placing concrete blocks, caps, and pins. Work also includes excavation, preparing foundation soil, installing leveling pad, drainage fill and backfill to the lines and grades shown on the construction drawings. This modular concrete gravity retaining wall will be limited to the maximum height recommended by the manufacturer as measured from the base of the wall to the top.

#### **47.2 BASIS OF PAYMENT**

Accepted quantities of Single Block Masonry Retaining Wall will be paid at the Contract Unit Price per square foot as measured from the free face, which shall be full compensation for all Work required by this section. It does not include the material cost of drain pipe, drainage fill, backfill material brought from off-site, and materials for the leveling pad as specified in the construction drawings. Those items shall be paid for at their respective unit bid price determined elsewhere under this Contract. Where such a unit cost is not furnished, the item shall be separately negotiated.

## TECHNICAL SPECIFICATIONS

### SECTION 48 – EROSION CONTROL BLANKET

#### **48.1 DESCRIPTION OF WORK**

The Work covered by this specification consists of furnishing all materials, equipment, and labor for preparing the seedbed, fertilizing, seeding, and installation of permanent Erosion Control Blankets in the areas as directed by the ENGINEER.

There are two types of erosion control blankets. The Degradable Erosion Control Mat serves as a slope protector and is designed to hold seeds and soil in place until vegetation is established. The Turf Reinforcement Mat (TRM) serves as a permanent erosion control device designed to retain seed and soil using durable synthetic materials stabilized against ultraviolet degradation and inert to chemicals normally encountered in soil.

#### **48.2 MATERIALS**

Degradable Erosion Control Mat shall be woven from a chosen material and is meant to slow down the speed at which water moves across the surface. The material chosen is usually something with lots of ridges and obstructions for the water to slow down on. There are many different types of erosion control mats, some that are synthetic and some that are natural. There are even a few that are both synthetic and natural. These mats can be made out of straw, coconut fiber, aspen fiber, jute, and polypropylene (plastic).

Reinforcement shall be Contech Ero-Mat or approved equal or equivalent. The erosion control matting shall be a minimum width of 6.5 feet and approximately 1/8 inch to 1/2 inch thick. The mat shall be made with weed free chopped straw or equivalent evenly distributed on photodegradable polypropylene mesh and attached with high strength thread.

Turf Reinforcement Mat-Turf Reinforcement shall be Contech TRM C-45 or approved equal. The erosion control matting shall be a minimum width of 6.5 feet with approximately 1/2-inch x 1/2-inch mesh openings: weighing not less than 10 ounces per square yard. Mat fasteners shall be stakes or staples. Stakes shall consist of wood, shall have a minimum length of six inches, and shall be installed flush to the ground. Staples shall be U-shaped and made from steel wire. The staples shall have a minimum width of one inch and a minimum length of six inches. Turf Reinforcement Mat should be used after proper soil preparation, fertilization, and seeding. Installation of Turf Reinforcement Mat shall conform to the details shown in the drawings.

Seed-Seed shall consist of Kentucky Bluegrass sown at the rate of 12 lbs/1,000 sq. ft. or Finelawn or other turf type fescue at a rate of 3 lbs/1,000 sq. ft.; add 1/2 lb of Poa Trivialis for very heavy shade or otherwise customize as directed by ENGINEER. The desires of the owner or the species currently being used should be considered. Seed labeled in accordance

with US Department of Agriculture Rules and Regulations under the Federal Seed Act shall be furnished. Seed shall be furnished in sealed, standard containers unless written exception is granted. Seed that is wet or moldy or that has been otherwise damaged in transit or storage will not be acceptable.

Preparation of ground surface-The surface shall be suitably tilled or scraped such that the top 3 to 4 inches of soil is loose and the soil condition is acceptable to the ENGINEER. The Work shall be performed only during periods when, in the ENGINEER'S opinion, beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed.

Fertilizer-10x10x10 fertilizer and agricultural lime will be applied at 28 lbs./1,000 sq. ft. and 150 lbs./1,000 sq. ft., respectively.

Seeding-Seed shall be broadcast either by hand or with approved hydraulic seeding equipment, as specified herein before at the rates herein before specified. Seed shall be distributed uniformly over designated areas. Half of seed shall be sown with sower moving in one direction, and the remainder with sower moving at right angles to the first sowing. Seeds shall be covered to an average depth of 1/4-inch hand rake. Seed shall not be broadcast during windy weather.

#### **48.3 PROTECTION AND MAINTENANCE**

Protection shall be provided against traffic or other use by erecting barricades immediately after treatment is completed, and by placing warning signs, as directed, on various areas.

Seeded areas shall be maintained until all seeding work or designated portions thereof have been completed and accepted. Any damage shall be repaired, and mulch material that has been removed by wind or other causes shall be replaced and secured.

#### **48.4 ESTABLISHMENT**

The CONTRACTOR shall be responsible for proper care of seeded areas while grass is becoming established. Where seeding work is done after the acceptance of other work under this Contract, the grass will be considered to be established and ready for acceptance when it reaches an average height of three inches over all seeded areas.

#### **48.5 REPAIR**

When any portion of the surface becomes eroded or otherwise damaged or treatment is destroyed, the affected portion shall be repaired to reestablish condition and grade of soil and treatment prior to injury, as directed. Repair work required because of faulty operations or negligence on the part of the CONTRACTOR shall be performed without cost to the OWNER.

#### **48.6 MEASUREMENT AND PAYMENT**

The unit of measure for Erosion Control Blanket: Degradable Erosion Control Mat or Turf Reinforcement Mat will be the square yard. Payment for Degradable Erosion Control Mat or Turf Reinforcement Mat will be the Contract Price per square yard as exposed, which shall include all costs in connection with preparation, seeding, and installation of Erosion Control Blanket: Degradable Erosion Control Mat or Turf Reinforcement Mat. Payment as specified above shall be considered full compensation for all equipment and incidentals necessary to perform the work as required.

## TECHNICAL SPECIFICATIONS

### SECTION 49 – PROJECT SIGN

#### **49.1 SCOPE**

The Work covered by this specification consists of furnishing all materials, equipment, and labor for erecting the Project Sign as indicated in the LFUCG Standard Drawing 323. All statements included with the drawing are pertinent with the exception of Line 1. Payment for the Project Sign will be as indicated below.

#### **49.2 BASIS OF PAYMENT**

Accepted quantities for Project Sign will be paid for at the Contract Unit Price as quoted per each (which shall be full compensation for all Work under this Section) and paid per specified Project Sign satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the placement of Project Sign.

## TECHNICAL SPECIFICATIONS

### SECTION 50 - STEEL W BEAM GUARDRAIL & END TREATMENTS

#### **50.1 SCOPE**

Work for this Section shall include all labor, materials, excavations, equipment, and incidentals necessary to construct Steel W Beam Guardrail in accordance with Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Section 719 and 814 requirements and Kentucky Department of Highways Standard Drawings, latest edition.

#### **50.2 BASIS OF PAYMENT**

Accepted quantities for Steel W Beam Guardrail will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per linear foot of guardrail satisfactorily placed. Unless noted otherwise in the drawings, all steel W beam guardrail shall include two (2) Type 2 Terminal Sections. All other end treatments for guardrail shall be bid separately. All labor, materials, equipment, and excavation shall be incidental to the placement of Steel W Beam Guardrail.



## TECHNICAL SPECIFICATIONS

### SECTION 51 – ARTICULATING CONCRETE BLOCK

#### **51.1 SCOPE**

All Work for this Section shall consist of installation of Articulating Concrete Blocks(ACB). It shall include grading and installation of geotextile filter fabric and articulating concrete blocks.

#### **51.2 MATERIALS**

ARTICULATING CONCRETE BLOCKS shall be four-inch thick blocks, and shall be **ARMORLOC™ 3510** (mfgrd by Armortec of Bowling Green, KY), **ARMORFLOC™** (distributed by ConTech of Middletown, OH), **GEOLINK™ PL41216** (manufactured by PetraTech/American Concrete Products of Woodstock, IL), or approved equal. Submit cut sheets and a sample before any construction commences.

The GEOTEXTILE FILTER FABRIC placed under the ACB shall be a woven monofilament geotextile with a minimum weight of 4 oz./sq. yd. and shall be **MARAFI 5XT** , **MARAFI FW500**, or equal as approved by the ENGINEER.

#### **51.3 CONSTRUCTION METHODS**

ARTICULATING CONCRETE BLOCKS shall be installed according to the plans, details, and manufacturer's instructions.

#### **51.4 BASIS OF PAYMENT**

Accepted quantities shall be paid for at the Contract Unit Price per square yard as quoted as in the Bid Schedule and shall be full compensation for all Work under this Section including geotextile filter fabric. All labor, materials, equipment, excavation, and grading shall be incidental to the installation of ARTICULATING CONCRETE BLOCKS.

## TECHNICAL SPECIFICATIONS

### SECTION 52 – RCP PIPE AND MANHOLE REPAIRS

#### (REINFORCED CONCRETE PIPE (RCP) CRACK REPAIRS AND MANHOLE REHABILITATION)

##### **52.1 SCOPE:**

Aging cracked reinforced concrete pipe and manholes may require repair prior to replacement. Contractor shall be solely responsible for personnel safety during the execution of this work. Normally, unless otherwise noted, a closed circuit television video tape will be required after all pipe work is completed. See separate specification concerning this inspection.

##### **52.2 GENERAL:**

The following is a procedure for the repairs to a cracked reinforced concrete pipe or manhole. Note that the minimum pipe size to be repaired by this section shall be 30" diameter. If cracks leak with any water flow at the proposed time of repair, repairs must be delayed until water flow stops. If water flow does not stop before planned repair time, do not proceed but contact ENGINEER for revised instructions on the use of alternate but similar materials.

##### **52.3 PRODUCTS:**

All products shall be:

- Xypex Patch'n Plug as distributed by The Williams Coatings Consultants, Inc., of Nashville, TN.
- Strong Seal QSR as manufactured by Strong Seal Inc (SSI), of Pine Bluff, Arkansas.
- or ENGINEER approved equal. Note any proposed substitute must be submitted prior to any work commencement and approved in writing .

Submit product cut sheets for intended product prior to any work.

##### **52.4 APPLICATION:**

- Remove any and all debris including tree roots through out the structure. Note that wherever tree roots are encountered the top or side of the pipe must be exposed and patch materials must be applied to the top (or sides) of the pipe as well as the interior pipe face.
- Remove all loose concrete or mortar from cracks or joints.

- Apply material in strict conformance with all Manufacturer's instructions.
- With CCTV Video record the completed installation in accordance with Section 26 of these Technical Specifications.

**52.5 BASIS OF PAYMENT:**

Accepted quantities under this section shall be paid for at the Contract Unit Price per linear foot of pipe or manhole repaired. Payment shall be considered full compensation for all materials and labor to complete the work described in this Section.

## TECHNICAL SPECIFICATIONS

### SECTION 53 - SAWCUTTING WALK, CURB, PAVEMENT, ETC.

#### **53.1 SCOPE**

When sawcutting of sidewalks, curb/curb and gutter, pavement, etc. is called for in these Specifications it shall require the use of an approved saw in order to obtain a smooth, straight line. Any existing facility, which is not marked for removal by the ENGINEER, but is nevertheless removed, shall be replaced at the CONTRACTOR'S expense.

#### **53.2 BASIS OF PAYMENT**

Accepted quantities for Sawcutting will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per linear foot, satisfactorily performed. All labor, materials, equipment, and excavation shall be incidental to Sawcutting.

## TECHNICAL SPECIFICATIONS

### SECTION 54 - PRECAST REINFORCED CONCRETE BOX CULVERT

#### **54.1 SCOPE**

Work under this Section shall include all labor, excavation, materials, equipment, bedding, backfilling and legally disposing of unneeded and unsatisfactory material at site obtained by the CONTRACTOR in accordance to the Lexington-Fayette Urban County Government Standard Drawings and all incidentals necessary to construct Precast Reinforced Concrete Box Culvert (RCBC) to the sizes and types indicated. The work for this Section shall also conform to the Kentucky Department of Highways Standard Specifications for Road and Bridges Section 611, Current Edition.

#### **54.2 LAYING**

The Precast RCBC shall be laid in sections to the line and grade shown on the drawings on a compacted bedding of crushed aggregate up to  $\frac{3}{4}$  inch maximum size. The compacted bedding shall be leveled with a template or straightedge to ensure uniform support throughout the entire length and width of the structure.

The Precast RCBC shall be laid by placing the sections starting at the outlet end of the culvert with the bell or groove end being laid upgrade.

Provide drainage with 4-inch weep holes, except that for side-by-side installations separated by grout, the weep holes shall be placed on the extreme outside walls only.

Openings formed between the precast sections and any side entry of pipes, or top entry of manholes shall be grouted to form a water tight joint. When manholes are to be placed directly on the top slab of the precast sections, additional steel reinforcement in the top slab shall be provided to sufficiently compensate for the section removed.

#### **54.3 JOINTS**

The Contractor shall make sure that the joints of each unit are properly fitted. The Contractor shall use rubber, flexible plastic gaskets or asphalt mastic joint sealing compound in joints between the Precast Box Sections. Regardless of the type of sealant to be used, the Contractor shall ensure proper meshing of the joints.

No sand or foreign material of any kind shall be allowed to intrude into the joints. If sand or foreign material has intruded into the joints upon joining the sections, the joints shall be thoroughly cleaned until no sand or foreign material is present, then the joints shall be resealed.

The exterior joint gap on the top of the Precast RCBC shall be filled with mortar and shall be covered with a minimum of a 15-inch double layer geotextile fabric joint wrap. The joint wrap shall be applied to all joint sections.

#### **54.4 BACKFILLING**

Backfilling of the trench for the Precast Reinforced Concrete Box culvert shall be done in accordance to the Plans, Standards and Specifications of the Lexington - Fayette Urban County Government and in accordance to Subsection 603.03 of the Kentucky Department of Highways Standards and Specifications for Highways and Bridges.

#### **54.5 BASIS OF PAYMENT**

Accepted quantities for Precast Reinforced Concrete Box culverts will be paid for at the Contract Unit Price as quoted for various sizes (which shall be full compensation for all work required under this Section) and paid per linear foot of Precast Reinforced Concrete Box Culvert according to the length specified in the Plans and satisfactorily placed. Any removal of pavement and sidewalk and any rock encountered between zero (0) and eight (8) feet shall be paid for under appropriate Bid Items in addition to the Unit Price for Precast RCBC. Concrete caps shall be paid under the Bid Item for unfinished concrete. Surface restoration (seeding, sod, pavement, etc.) will be paid separately under the appropriate Bid Items and the pay limits for surface restoration shall be in accordance with the appropriate Standard Drawings. Additional reinforcements will be paid under the Bid Item for Steel Reinforcement for Concrete. Limits of surface restoration will be those limits as shown on the plans.

All labor, joint materials (including the geotextile fabric wrap and shear connectors required for joining sections), equipment, excavation, bedding, disposal and backfilling shall be incidental to the placement of the Precast RCBC.

## TECHNICAL SPECIFICATIONS

### SECTION 55 – DETECTABLE WARNING SURFACE TILE

#### **55.1 SCOPE OF WORK**

This Section specifies furnishing and installing Detectable Warning Surface Tiles Overlay or Imbedded where indicated concurrent with the installation of concrete sidewalk ramps per Section 14.1 of these Specifications.

#### **55.2 SHOP DRAWINGS**

- Product Data: Submit manufacturer's literature describing products, installation procedures.
- Samples for Verification Purposes: Submit two (2) tile samples minimum 6"x8" of the kind proposed for use.
- Shop drawings are required for products specified showing fabrication details; composite structural system; plans of tile placement including joints, and material to be used as well as outlining installation materials and procedure.
- Material Test Reports: Submit test reports from qualified independent testing laboratory indicating that materials proposed for use are in compliance with requirements and meet the properties indicated. All test reports shall be conducted on a Surface Applied tactile tile system as certified by a qualified independent testing laboratory.
- Maintenance Instructions: Submit copies of manufacturer's specified maintenance practices for each type of tactile tile and accessory as required.

#### **55.3 OVERLAY MODULES**

##### **A. QUALITY ASSURANCE**

- Provide Surface Applied tactile tiles and accessories as produced by a single manufacturer.
- Installer's Qualifications: Engage an experienced Installer certified in writing by tactile manufacturer as qualified for installation, who has successfully completed tile installations similar in material, design, and extent to that indicated for Project.
- Americans with Disabilities Act (ADA): Provide tactile warning surfaces which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title 49 CFR TRANSPORTATION, Part 37.9 STANDARDS FOR ACCESSIBLE TRANSPORTATION FACILITIES, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES).
- Vitrified Polymer Composite (VPC) Surface Applied tiles shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. The tile shall incorporate an in-line dome pattern of

truncated domes 0.2" in height, 0.9" diameter at the base, and 0.4" diameter at top of dome spaced 2.35" nominal as measured on a diagonal and 1.70" nominal as measured side by side. For wheelchair safety the field area shall consist of a non-slip surface with a minimum of 40 - 90° raised points 0.045" high, per square inch; "Armor-Tile" as manufactured by Engineered Plastics Inc., Tel: 800-682-2525, or approved equal.

1. Dimensions: Tiles shall be held within the following dimensions and tolerances:

			Nominal	Tile Size			
Length and Width:	12" x 12"	24" x 24"	24" x 36"	24" x 48"	24" x 60"	36" x 48"	36" x 60"
Depth	0.1875" ± 5% max.						
Face Thickness	0.1875 ± 5% max.						
Warpage of Edge	± 0.5% max.						

2. Water Absorption of Tile when tested by ASTM-D 570 not to exceed 0.35%.
3. Slip Resistance of Tile when tested by ASTM-C 1028 the combined wet/dry static co-efficient of friction not to be less than 0.80 on top of domes and field area.
4. Compressive Strength of tile when tested by ASTM-D 695-91 not to be less than 18,000 psi.
5. Tensile Strength of Tile when tested by ASTM-D 638-91 not to be less than 10,000 psi.
6. Flexural Strength of Tile when tested by ASTM - C293-94 not to be less than 24,000 psi.
7. Chemical Stain Resistance of Tile when tested by ASTM-D 543-87 to withstand without discoloration or staining - 1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum and red aerosol paint.
8. Abrasive Wear of Tile when tested by BYK - Gardner Tester ASTM-D 2486\* with reciprocating linear motion of 37± cycles per minute over a 10" travel. The abrasive medium, a 40 grit Norton Metallite sand paper, to be fixed and leveled to a holder. The combined mass of the sled, weight and wood block to be 3.2 lb. Average wear depth shall not exceed 0.030 after 1000 abrasion cycles measured on the top surface of the dome representing the average of three measurement locations per sample.
9. Fire Resistance: When tested to ASTM E84 flame spread be less than 25.
10. Gardner Impact to geometry "GE" of the standard when tested by ASTM-D 5420-93 to have a mean failure energy expressed as a function of specimen thickness of not less than 450 in. lbf/in. A failure is noted if a hairline fracture is visible in the specimen.
11. Accelerated Weathering of Tile when tested by ASTM-G26-95 for 2000 hours shall exhibit the following result - no deterioration, fading or chalking of surface of tile.



- Vitrified Polymer Composite (VPC) Surface Applied tiles embedded in concrete shall meet or exceed the following test criteria:
  1. Accelerated Aging and Freeze Thaw Test of Tile when tested to ASTM-D 1037 shall show no evidence of cracking, delamination, warpage, checking, blistering, color change, loosening of tiles or other defects.
  2. Salt and Spray Performance of Tile and Adhesive System when tested to ASTM-B 117 not to show any deterioration or other defects after 100 hours of exposure.

## **B. DELIVERY, STORAGE AND HANDLING**

Tiles shall be suitably packaged or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy wrappings and tile type shall be identified by part number. Tiles shall be delivered to location at building site for storage prior to installation.

## **C. SITE CONDITIONS**

Environmental Conditions and Protection: Maintain minimum temperature of 40°F in spaces to receive tactile tiles for at least 48 hours prior to installations, during installation, and for not less than 48 hours after installation. Store tactile tile material in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 40°F in areas where work is completed. The use of water for work, cleaning or dust control, etc. shall be contained and controlled and shall not be allowed to come into contact with the passengers or public. Provide barricades or screens to protect passengers or public. Disposal of any liquids or other materials of possible contamination shall be made in accordance with federal state and local laws and ordinances. Cleaning materials shall have code acceptable low VOC solvent content and low flammability if used on the site.

## **D. EXTRA STOCK**

Deliver extra stock to storage area designated by engineer. Furnish new materials from same manufactured lot as materials installed and enclose in protective packaging with appropriate identification for Surface Applied tactile tiles. Furnish not less than two (2) % of the supplied materials for each type, color and pattern installed.

## **E. PRODUCTS: MANUFACTURERS**

- Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:

- The Vitrified Polymer Composite (VPC) Surface Applied Tactile Tile specified is based on Armor- Tile manufactured by Engineered Plastics Inc. (800-682-2525). Existing engineered and field tested products which are subject to compliance with requirements, may be incorporated in the work and shall meet or exceed the specified test criteria and characteristics.
- Color: Yellow conforming to Federal Color No. 33538. Color shall be homogeneous throughout the tile.

#### **F. MATERIALS**

- Fasteners: Color matched, corrosion resistant, flat head drive anchor: ¼" diameter x 1 ¾" long. Armor-Drive by Engineered Plastics or equal.
- Adhesive: Armor-Bond as supplied by Engineered Plastics Inc.
- Sealants: Armor-Seal as supplied by Engineered Plastics Inc.

#### **G. INSTALLATION – OVERLAY TILES**

- During all surface preparation and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- The application of all tile, adhesives, mechanical fasteners, and caulking shall be in strict accordance with the guidelines set by their respective manufacturers.
- Work with the Contractor or Engineer to ensure that the surfaces being prepared and fabricated to receive the tiles are constructed correctly and adequately for tile installation. Review design drawings with the Contractor prior to the construction and refer any and all discrepancies to the Engineer.
- Set the tile true and square to the curb ramp area as detailed in the design drawings, so that its location can be marked on the concrete surface. A thin permanent marker works well. Remove tile when done marking its location.
- The surface to receive the detectable warning surface tile (not recommended for asphalt) is to be mechanically cleaned with a diamond cup grinder or shot blaster to remove any dirt or foreign material. This cleaning and roughening of the concrete surface should include at least 4 inches around the perimeter of the area to receive the tile, and also along the cross pattern established by the corresponding areas on the backside of the tile. Those same areas should then be cleaned with a rag soaked in Acetone.
- Immediately prior to installing the detectable warning surface tile, the concrete surfaces must be inspected to ensure that they are clean, dry, free of voids, curing compounds, projections, loose material, dust, oil, grease, sealers and determined to be structurally sound and cured for a minimum of 30 days.
- Using Acetone, wipe the backside of the tile around the perimeter and along the internal cross pattern, to remove any dirt or dust particles from the area to receive the adhesive.

- Apply the adhesive on the backside of the tile, following the perimeter and internal cross pattern established by the tile manufacturer. Sufficient adhesive must be placed on the prescribed areas to have full coverage across the 2" width of the adhesive locator. A 3 x 4 foot tile will typically require an entire tube of adhesive.
- Set the tile true and square to the curb ramp area as detailed in the design drawings.
- Standing with both feet applying pressure around the molded recess provided in the tile, drill a hole true and straight to a depth of 3½" using the recommended diameter bit. Drill through the tile without hammer option until the tile has been successfully penetrated, and then with hammer option to drill into the concrete.
- Immediately after drilling each hole, and while still applying foot pressure, vacuum, brush or blow away dust and set the mechanical fastener as described below, before moving on to the next hole.
- Mechanically fasten tiles to the concrete substrate using a hammer to set the fasteners. Ensure the fastener has been placed to full depth in the dome, straight, and flush to the top of dome. Drive the pin of the fastener with the hammer, taking care to avoid any inadvertent blows to the truncated dome or tile surface. A plastic deadblow or leather hammer is recommended.
- Working in a sequence which will prevent buckles in the tile, proceed to drill and install all fasteners in the tile's molded recesses.
- Following the installation of the tiles, the perimeter caulking sealant should be applied. Follow the perimeter caulking sealant manufacturer's recommendations when applying. Tape all perimeter edges of the tile and also tape the adjacent concrete back 1/2" from the tile's perimeter edge. Tool the perimeter caulking with a plastic applicator or spatula to create a straight edge in a cove profile between the tile and adjacent concrete. Remove tape immediately after tooling perimeter caulking sealant.
- Do not allow foot traffic on installed tiles until the perimeter caulking sealant has cured sufficiently to avoid tracking.

If installing adjacent tiles, note the orientation of each tile. Careful attention will reveal that one of the long edges of the tile is different than the other, in regard to the tiny dotted texture. You may also note a larger perimeter margin before the tiny dotted texture pattern begins. Consistent orientation of each Armor-Tile is required in order that the truncated domes on adjacent tiles line up with each other.

In order to maintain proper spacing between truncated domes on adjacent tiles, the tapered edge should be trimmed off using a continuous rim diamond blade in a circular saw or mini-grinder. The use of a straightedge to guide the cut is advisable. All cuts should be made prior to installation of the tiles.

If installing adjacent tiles, care should be taken to leave a 1/8 inch gap between each.

If tiles are custom cut to size, and if pre-molded recesses (to receive fasteners) are removed by the cut, then any truncated dome can be center-drilled with a ¼ inch through hole, and counter sunk with a suitable bit, to receive mechanical fasteners. New holes should be created no closer to the edge of the tile than any of the other perimeter fastener pre-molded recesses. Care should be taken to not countersink too deeply. Fasteners should be flush with the top of the truncated dome when countersunk properly.

Adhesive or caulking on the surface of the Armor-Tile can be removed with Acetone.

## **H. CLEANING AND PROTECTING**

- Protect tiles against damage during construction period to comply with tactile tile manufacturer's specification.
- Protect tiles against damage from rolling loads following installation by covering with plywood or hardwood.
- Clean tactile tiles not more than four days prior to date scheduled for inspection intended to establish date of substantial completion in each area of project. Clean tactile tile by method specified by tactile tile manufacturer.

## **55.4 IMBEDDED MODULES**

### **A. SHOP DRAWINGS**

- Product Data: Submit manufacturer's literature describing products and installation procedures.
- Samples for Verification Purposes: Submit two (2) 12"x12" tile samples of the kind proposed for use.
- Shop drawings are required for products specified showing fabrication details; material to be used as well as outlining installation materials and procedure.
- Material Test Reports: Submit test reports from qualified independent testing laboratory indicating that materials proposed for use are in compliance with requirements and meet the properties indicated. All test reports shall be conducted on a Detectable Warning Surface Tile system as certified by a qualified independent testing laboratory.

### **B. QUALITY ASSURANCE**

- Provide Detectable Warning Surface tiles and accessories as produced by a single manufacturer.
- Installer's Qualifications: Engage an experienced installer who has successfully completed tile installations similar in material, design, and extent to that indicated for Project.

- Americans with Disabilities Act (ADA): Provide tactile warning surfaces which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title 49 CFR TRANSPORTATION, Part 37.9 STANDARDS FOR ACCESSIBLE TRANSPORTATION FACILITIES, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES).
- Detectable Warning Surface Tile shall be "Access Tile", same manufacture as Amor-Tile manufactured by Engineered Plastics, Inc., Tel: 800-682-2525, or **approved equal**.
  1. Water Absorption when tested by ASTM-D 570 not to exceed 0.2%.
  2. Slip Resistance when tested by ASTM-C 1028 the combined wet/dry static coefficient of friction not to be less than 0.80 on top of domes.
  3. Compressive Strength when tested by ASTM C 109 not to be less than 10,000 psi.
  4. Tensile Strength when tested by ASTM-C 307 not to be less than 1,800 psi.
  5. Flexural Strength when tested by ASTM – C384 not to be less than 3,000 psi.
  6. Fire Resistance when tested to ASTM E84 flame spread to be less than 50.

### **C. DELIVERY, STORAGE AND HANDLING**

Tiles shall be suitably packaged or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy wrappings and tile type shall be identified by part number. Tiles shall be delivered to location at building site for storage prior to installation. All materials furnished shall be from same manufactured lot and shall be enclosed in protective packaging with appropriate identification.

### **D. SITE CONDITIONS**

Environmental Conditions and Protection: Maintain minimum temperature of 40°F in spaces to receive tactile tiles for at least 48 hours prior to installations, during installation, and for not less than 48 hours after installation. Tiles shall be within +/- 10% of ambient temperature when placed. Subsequently, maintain minimum temperature of 40°F in areas where work is completed. The use of water for work, cleaning or dust control, etc. shall be contained and controlled and shall not be allowed to come into contact with nearby structures, fixtures, motor vehicles, pedestrians, etc. Provide barricades or screens to protect passengers or public. Disposal of any potentially hazardous liquids or other materials shall be made in accordance with federal state and local laws and ordinances. Cleaning materials shall have code acceptable low VOC solvent content and low flammability if used on the site.

### **F. PRODUCTS: MANUFACTURERS**

- Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
- The Detectable Warning Surface Tile specified is based on ADA Solutions and Access Tile as manufactured by Engineered Plastics Inc. (800-682-2525). Other engineered and field tested products compliant with these requirements may be incorporated in the work provided they meet or exceed the specified test criteria and characteristics. Alternates shall be approved by the Engineer prior to installation.
- Color: Yellow conforming to Federal Color No. 33538. Color shall be homogeneous throughout the tile.

#### **F. INSTALLATION – IMBEDDED TILES**

- During all surface preparation and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- The installation of the structural embedment flange system and related materials shall be in strict accordance with the contract documents and the guidelines set by their respective manufacturers.
- The physical characteristics of the concrete shall be consistent with the contract specifications while maintaining a slump range of 4 - 7 to permit solid placement of the imbedded tiles.. An overly wet mix will cause the tile to float and will be rejected.
- The concrete pouring and finishing operations require typical mason's tools, however, a 4' long level with electronic slope readout, 25 lb. weights, and a large non-marring rubber mallet are specific to the installation of the Imbedded tiles. A vibrating mechanism such as that manufactured by Vibco or equal can be employed, if desired. The vibrating unit should be fixed to a soft base such as wood, at least 1 foot square.
- The factory-installed plastic sheeting must remain in place during the entire installation process to prevent the splashing of concrete onto the finished surface of the tile.
- When preparing to set the tile, it is important that no concrete be removed in the area to accept the tile. It is imperative that the installation technique eliminates any air voids under the tile. Holes in the tile perimeter allow air to escape during the installation process. Concrete will flow through the large holes in each embedment flange on the underside of the tile. This will lock the tile solidly into the cured concrete.
- The concrete shall be poured and finished true and smooth to the required dimensions and slope prior to the tile placement. Immediately after finishing

concrete, the electronic level should be used to check that the required slope is achieved. The tile shall be placed true and square to the curb edge in accordance with the contract drawings. The Cast In Place Detectable/Tactile Warning Surface Tiles shall be tamped (or vibrated) into the fresh concrete to ensure that the field level of the tile is flush to the adjacent concrete surface. The embedment process should not be accomplished by stepping on the tile as this may cause uneven setting which can result in air voids under the tile surface. The contract drawings indicate that the tile field level (base of truncated dome) is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes.

- In cold weather climates it is recommended that the imbedded tiles be set deeper such that the top of domes are level to the adjacent concrete on the top and sides of ramp and that the base of domes to allow water drainage. This installation will reduce the possibility of damage due to snow clearing operations.
- Immediately after placement, the tile elevation is to be checked to adjacent concrete. The elevation and slope should be set consistent with contract drawings to permit water drainage to curb as the design dictates. Ensure that the field surface of the tile is flush with the surrounding concrete and back of curb so that no ponding is possible on the tile at the back side of curb.
- While concrete is workable, a 3/8" radius edging tool shall be used to create a finished edge of concrete, then a steel trowel shall be used to finish the concrete around the tile's perimeter, flush to the field level of the tile.
- During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external forces placed on the tile that may rock the tile causing a void between the underside of tile and concrete.
- Following tile placement, review installation tolerances to contract drawings and adjust tile before the concrete sets. Two suitable weights of 25 lb each may be required to be placed on each tile as necessary to ensure solid contact of the underside of tile to concrete.
- Following the concrete curing stage, protective plastic wrap is to be removed from the tile surface by cutting the plastic with a sharp knife, tight to the concrete/tile interface. If concrete bled under the plastic, a soft brass wire brush will clean the residue without damage to the tile surface.
- If desired, individual tiles can be bolted together using 1/4 inch or equivalent hardware. This can help to ensure that adjacent tiles are flush to each other during the installation process. Tape or caulking can be placed on the underside of the bolted butt joint to ensure that concrete does not rise up between the tiles during installation. Any protective plastic wrap which was peeled back to facilitate bolting or cutting, should be replaced and taped to ensure that the tile surface remains free of concrete during the installation process.
- Tiles can be cut to custom sizes, or to make a radius, using a continuous rim diamond blade in a circular saw or mini-grinder. Use of a straightedge to guide the cut is advisable where appropriate.

- Any sound-amplifying plates on the underside of the tile, which are dislodged during handling or cutting, should be replaced and secured with construction adhesive. The air gap created between these plates and the bottom of the tile is important in preserving the sound on cane audible properties of the Armor-Tile system as required in various jurisdictions.

#### **G. CLEANING AND PROTECTING**

- Protect tiles against damage during construction period to comply with tactile tile manufacturer's specification.
- Protect tiles against damage from rolling loads following installation by covering with plywood or hardwood.



#### **55.5 BASIS OF PAYMENT:**

Detectable Warning Surface Tile-Overlay: Accepted quantities under this section shall be paid for at the Contract Unit Price per square foot for the appropriate size and type of Detectable Warning Surface Tile installed. Payment shall be considered full compensation for labor only. Any fastening hardware, adhesive, tape or caulking the Contractor chooses to use shall be incidental to the cost of installation. The LFUCG will provide the Overlay Detectable Warning Surface Tile and CONTRACTOR is required to install the tile described in this Section.

Detectable Warning Surface Tile-Imbedded: Accepted quantities under this section shall be paid for at the Contract Unit Price per square foot for the appropriate size and type of Detectable Warning Surface Tile installed. Payment shall be considered full compensation for labor only. Any fastening hardware, tape or caulking the Contractor chooses to use shall be incidental to the cost of installation. The LFUCG will provide the Cast in Place Detectable Warning Surface Tile and CONTRACTOR is required to install the tile described in this Section.

Should LFUCG be unable to furnish either tile, the CONTRACTOR shall furnish the tiles on a cost plus basis, per Part 7 of the Special Conditions.

## TECHNICAL SPECIFICATIONS

### SECTION 56 - UNSPECIFIED, INCIDENTAL MATERIALS

#### **56.1 SCOPE**

Work under this Section shall be for furnishing materials, not specified in this Document, to be determined as needed by the ENGINEER and delivered to the Work Site.

#### **56.2 BASIS OF PAYMENT**

Work under this Section shall be paid for at a price agreed upon between the CONTRACTOR and the ENGINEER and shall include cost plus 15% for overhead and profit (to be submitted as Contract progresses and as needed). No payments will be made under this Section without proper invoices for materials furnished.

## TECHNICAL SPECIFICATIONS

### SECTION 57 - UNSPECIFIED, INCIDENTAL LABOR

#### **57.1 SCOPE**

Work under this Section shall be for furnishing labor, not specified in this Document, to be determined as needed by the ENGINEER.

#### **57.2 BASIS OF PAYMENT**

Work under this Section shall be paid for at a price agreed upon between the CONTRACTOR and the ENGINEER and shall include Direct Wages Plus Certified Overhead Plus 15% Profit (to be submitted as Contract progresses and as needed). Payments under the Section shall require daily payroll sheets for the labor required.

## TECHNICAL SPECIFICATIONS

### SECTION 58 – THERMOPLASTIC PAVEMENT STRIPING – WHITE OR YELLOW

#### 58.1 SCOPE

This specification covers a reflectorized pavement striping material of the type that is applied to a road surface in a molten state with premixed glass beads by spray or extrusion means, with a supplemental surface application of glass spheres. When applied properly and at the designated thickness and width the stripe shall, upon cooling, be reflectorized and be able to resist deformation by traffic. The applied material shall be impervious to degradation by motor oil, diesel fuel, grease deposits and ice-preventative chemicals.

#### 58.2 MATERIAL REQUIREMENTS

The thermoplastic pavement marking materials used in this contract shall meet the following specifications. This specification covers reflectorized oil and grease impervious thermoplastic road marking materials which are (1) hot extrusion applied with a surface application of glass spheres and (2) heat fused applied. The properly applied markings shall be reflectorized and able to durably resist degradation and deformation by traffic.

The thermoplastic materials shall be homogenously composed of pigment, filler, resins, and glass reflectorizing spheres, and shall be available in both yellow and white.

Composition: The pigment, beads and filler shall be uniformly dispersed in the resin. The materials shall be free from all skins, dirt, and foreign objects and shall comply with requirements according to Table 1. Only new materials shall be acceptable for use on this project.

TABLE 1

COMPONENT	WHITE	YELLOW
Binder (see note A )	18.0% min	18.0% min
Glass Beads (AAASHTO M247 Type D )	30.0 – 40.0%	30.0 – 40.0%
Titanium Dioxide	10.0% min	--

Yellow Pigments (see note B)	--	2.0% min
Calcium Carbonate	42.0% max	50.0% max

**Note A:** The alkyd binder shall consist of a mixture of synthetic resins (at least one of which is solid at room temperature) and a high boiling point plasticizer. At least one third of binder

composition shall be solid maleic modified glycerol ester resin and shall be no less than 8% of the entire material formulation. The alkyd binder shall not contain petroleum based hydrocarbon resins.

**Note B:** The percentage of yellow pigment can be reduced if lead pigments are eliminated from the formulation.

Temperature - The molten material temperature shall be between 400 and 440 F unless otherwise recommended by the manufacturer, and approved by the Engineer.

Primer - A primer shall be used if thermoplastic is applied to Portland cement concrete. Any primer used shall be compatible with the thermoplastic material.

Thickness - The pavement markings shall yield a solid thickness range of 80 to 95 mils above the roadway surface across the middle two-thirds of the line width.

Glass Beads - Glass beads shall be uniformly applied to the surface of the molten thermoplastic at the minimum rate of 7 to 9 lb/ 100 ft<sup>2</sup>.

Color - The color of the dry markings shall match Federal Standard 595 (13538 – yellow or 17886– white). The Contractor shall supply the specified color chips for the Engineer’s use to visually determine that the thermoplastic material matches the specified color.

Retro reflectance - The millicandel/lux/square meter values taken anytime within the first 30 days shall conform to the following:

**RETROREFLECTANCE**

COLOR	RETROREFLECTIVITY	CORRECTIVE ACTION
White	equal to or greater than 250	None
Yellow	equal to or greater than 150	

White	less than 250	Necessary corrective actions, including grinding if necessary, and re-tracing.
Yellow	less than 150	

The “Drop-On” glass beads shall conform to AASHTO specifications M-247-81 except as follows: The glass beads shall have the following gradation:

US Sieve Number	Percent Passing
20	100
30	75-95
50	15-35
80	0-5
100	0

The “Drop-On” glass beads shall be smooth, clear and free from air inclusions. The beads shall have a minimum refractive index of 1.50 and shall be a minimum of 80% true spheres overall, and minimum 70% true spheres on each sieve. The beads shall be moisture proof coated and shall meet the requirements of AASHTO M-247-81 Section 4.4.2 to insure optimum embedment of 60-65 percent (60-65%) in various thermoplastic traffic marking systems. The material shall set to bear traffic in not more than 2 minutes when the air temperature is 50 degrees F and not more than 10 minutes when the air temperature is 90 degrees F.

**Bond Strength** – After heating the thermoplastic material for four hours at 425 degrees F the bond strength to Portland Cement Concrete shall exceed 180 psi (1.24 Mpa Method ASTM D4796-88)

**Cracking Resistance** – For at least 90 days after application the materials shall show no cracks other than with substrate cracking.

**Smear and Softening Resistance** – During the life of the materials, the applied markings shall not smear or soften apart from substrate movement.

### 58.3 QUALITY ASSURANCE

**Methods of Sampling and Testing:** The LFUCG reserves the right to require the contractor to perform any quality assurance testing necessary to determine compliance with these specifications. Testing required shall be by industry standard and shall be the responsibility of the contractor and performed at no cost to the LFUCG.

The Contractor shall obtain and provide to the Engineer, as part of the material submittal package, a written material specification compliance certification from the thermoplastic manufacturer, stating that the material being used on this contract meets the materials specifications in the Contract.

#### **58.4 APPLICATION REQUIREMENTS**

The molten applied thermoplastic material shall readily screed/extrude at temperatures between 400 degrees F and 440 degrees F from the approved equipment to produce a line which shall be continuous and uniform in shape having sharp dimensions.

The application of additional glass beads by drop-on methods shall be at a minimum rate of 8 lbs. per 100 sq ft of marking. Ambient and surface temperatures shall be at least 50 degrees F and rising at the time of application.

##### **Method of Application:**

The Contractor shall furnish and install machine-applied extruded and/or sprayed hot thermoplastic with glass spheres (pre mixed and drop-on) in the proper ratio to immediately produce a highly reflective marking as described elsewhere in these specifications, in accordance with the details in this contract and the following provisions.

##### **Surface Preparation:**

In order to insure maximum possible adhesion, the pavement surface upon which the pavement markings are to be placed shall be properly cleaned from grease, oil, mud, dust, dirt, grass, loose gravel, and other deleterious material prior to the application of the Thermoplastic pavement markings, and/or primer/sealer. Cleaning is required on all surfaces which are to receive new pavement markings, and shall be considered incidental to the application of the markings.

##### **Primer-Sealer:**

It shall be the responsibility of the contractor to recommend to the Engineer and obtain the Engineer's concurrence as to whether primer-sealer is required on a given pavement in order to meet the material manufacturer's warranty conditions. Generally, on all Portland Cement concrete pavement surfaces and aged asphalt-concrete pavements having less than eighty percent (80%) bituminous concrete, primer-sealer shall be applied to the area where the thermoplastic pavement markings are to be placed. Also, the Engineer reserves the right to direct the Contractor to apply primer/sealer for any given markings.

The primer/sealer shall be that recommended by the manufacturer of the thermoplastic material, and approved by the Engineer. The material shall form a continuous film which shall dry rapidly and adhere to the pavement. The material shall not discolor nor cause any noticeable change in the appearance of the pavement outside the of the finished pavement markings. All solvents shall have evaporated from the primer/sealer prior to the

application of the molten thermoplastic materials. A sample of the primer/sealer and the recommended method of application must be submitted to the Engineer, and shall have been approved by the Engineer and the manufacturer of the material before application. The Engineer has the authority to require the Contractor to apply the primer/sealer using a separate vehicle which may require additional traffic control.

Payment for application of primer/sealer and any additional traffic control will be incidental to the marking item.

#### **58.5 REMOVAL OF EXISTING PLASTIC MARKINGS**

When called for in the contract or otherwise as directed by the Engineer, removal of existing plastic pavement markings shall be accomplished by the Contractor using equipment and methods specifically approved by the Engineer. Marking removal shall not be by the "painting out" with black paint method nor shall it result in excessive scarring of the pavement. No more than 1/8 inch depth of scarred pavement will be allowed. At least 90 percent of all markings shall be removed.

As directed by the Engineer, the Contractor shall be responsible for sweeping or otherwise adequately cleaning up debris after completion of markings required to be removed by the Engineer because they are improperly located or otherwise incorrect or improper. Unless permitted otherwise by the Engineer, where old markings are removed, the new markings must be applied the same day as the old markings are removed. Whenever grinding, scraping, sandblasting, or other operations are performed, the work shall be conducted in such manner that the finished pavement surface is not damaged or left in a pattern that will mislead or misdirect motorists. When these operations are completed, the pavement markings shall be cleaned to remove residue and debris resulting from the cleaning work.

Where cleaning and/or removal of pavement objectionable material is being performed within ten(10) feet of a lane occupied by traffic, the residue removal shall be by method(s) approved by the Engineer.

Any damage to the pavement or pavement joint materials caused by pavement marking removal shall be repaired by the Contractor at no cost to the LFUCG by methods acceptable to the Engineer.

The removal of pavement markings will be measured and paid for at the contract price as shown in the Bid Documents.

No direct payment will be made for the removal of existing pavement markings which have not been authorized by the Engineer.

#### **58.6 PRE-MARKING OF LINES**

When a line is required to be placed in the same location as an existing painted line, and



existing painted markings not required to be removed are visible, they shall be retraced (i.e. new markings installed in exactly the same locations, patterns, and dimensions as the old markings). However, if the existing markings are to be removed or are not visible, or if new roadway surface has been placed before markings installation occurs, or if the contract requires a line to be installed where none currently exists, the Contractor will be required to pre-mark as directed by the Engineer and subsequently shall install the required markings in accordance with the requirement of other sections of the specifications.

The actual placement of the pavement markings at any such site shall not be performed until the pre-marking has been inspected and approved by the Engineer. Pre-marking is incidental to the pavement marking installation work and there will be no separate payment for pre-marking.

#### **58.7 WARRANTIES**

The thermoplastic pavement marking materials and glass beads furnished under this contract shall assume the manufacturer's warranty for these materials and shall be guaranteed by the supplier against failure due to traffic oil degradation.

The contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work, and agrees to indemnify and hold harmless the LFUCG and its duly authorized representatives from all suits at law or action of every nature for, or on account of the use of any patented materials equipment, devices or processes. Further, the material shall meet the requirements of this specification for a period of one year.

#### **58.9 BASIS OF PAYMENT**

Accepted quantities for Thermoplastic Pavement Striping will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per linear foot, satisfactorily installed. All labor, materials, equipment, and excavation shall be incidental to Thermoplastic Pavement Striping. Payment for pre-marking, furnishing and applying primer/sealer and any additional traffic control shall also be incidental to Thermoplastic Pavement Striping.

## TECHNICAL SPECIFICATION

### SECTION 59 – BULB-OUTS

#### **59.1 SCOPE**

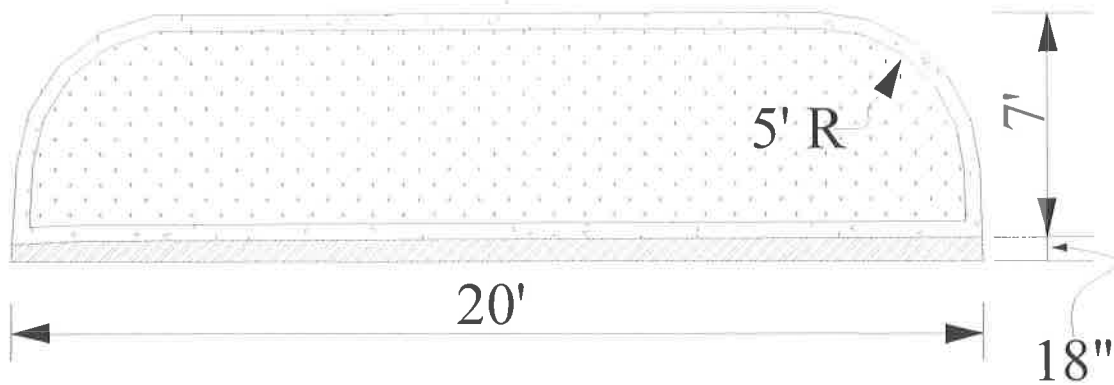
The Work shall consist of the bulb-outs as indicated on the plans. Work for this Section shall include all labor, materials, equipment, disposal, and incidentals necessary to complete Work. Excavation, header curb, asphalt repair, gutter cover, backfill (embankment), DGA, seeding and Sodding will be paid as per each item quoted in the UPC.

#### **59.2 INSTALLATION**

- The contractor will provide all labor, materials and installation equipment. Materials and workmanship are to meet LFUCG standards.
- The contractor is to provide proper traffic control to promote safe vehicular and pedestrian access.
- The contractor has 60 working days from the date of notification to complete the installation.
- The contractor is to notify the Division of Traffic Engineering of the scheduled installation date and must obtain the necessary permits to perform the work including but not limited to a Lane Blockage Permit from the Division of Traffic Engineering.
- The Division of Traffic Engineering reserves the right to have an inspector on site to insure that proper procedures are being followed and the bulbout installation meets LFUCG standards.



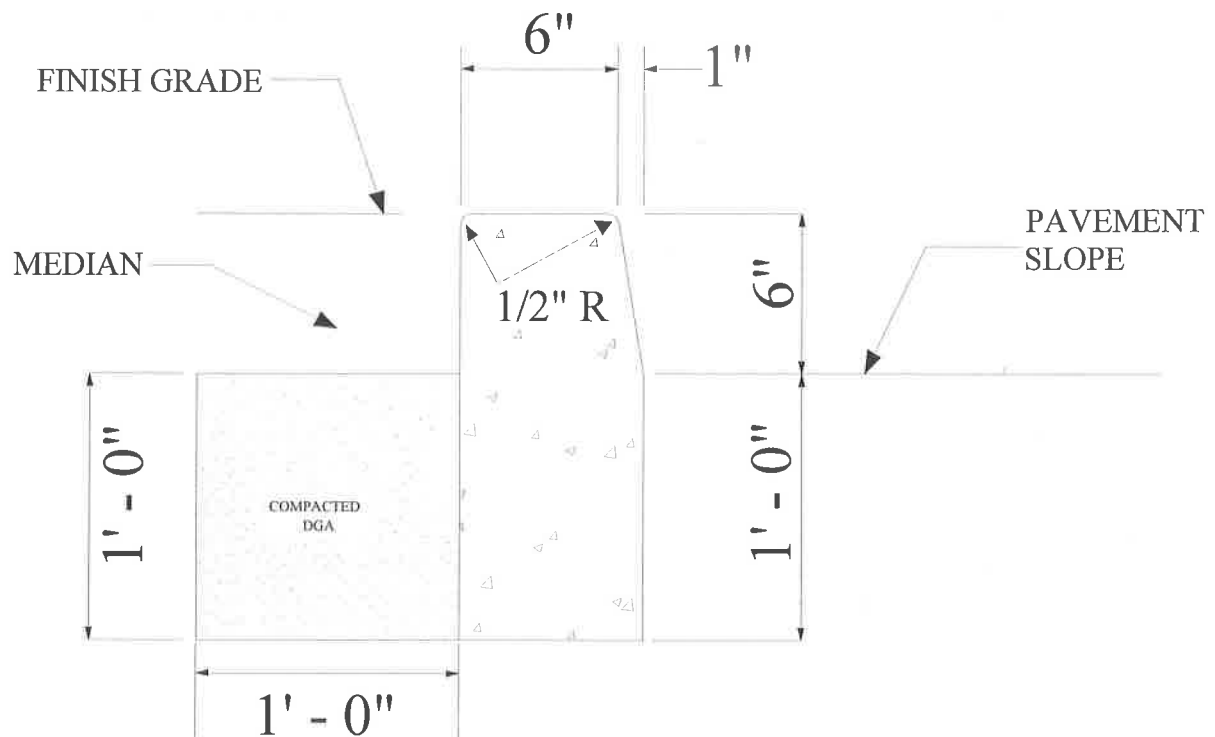
# Bulb-out



## NOTES:

1. HEADER CURB CONCRETE SHALL BE KDOT CLASS "A".
2. SAWED CONTRACTION JOINTS SHALL BE CONSTRUCTED EVERY 20 FEET, 3" MINIMUM DEPTH.
3. EXPANSION JOINTS SHALL BE CONSTRUCTED AT ALL BREAKS IN ALIGNMENT, AT ALL DRAINAGE INLETS AND AT THE BEGINNING AND ENDING POINTS OF CURVES.
4. ALL CONCRETE, EXCEPT BONDING SURFACES, SHALL BE CURED WITH WHITE PIGMENTED MEMBRANE FORMING COMPOUND (AASHTO M 148, TYPE 2)
5. ALL PAVEMENT AND BASE ARE TO BE REMOVED FULL DEPTH IN AREAS WHERE BULBOUTS ARE TO BE CONSTRUCTED.
6. ALL AREAS ARE TO BE BACK FILLED TO THE TOP OF CURB WITH TOPSOIL AND ARE TO BE SEEDED TO PROVIDE ADEQUATE COVERAGE.

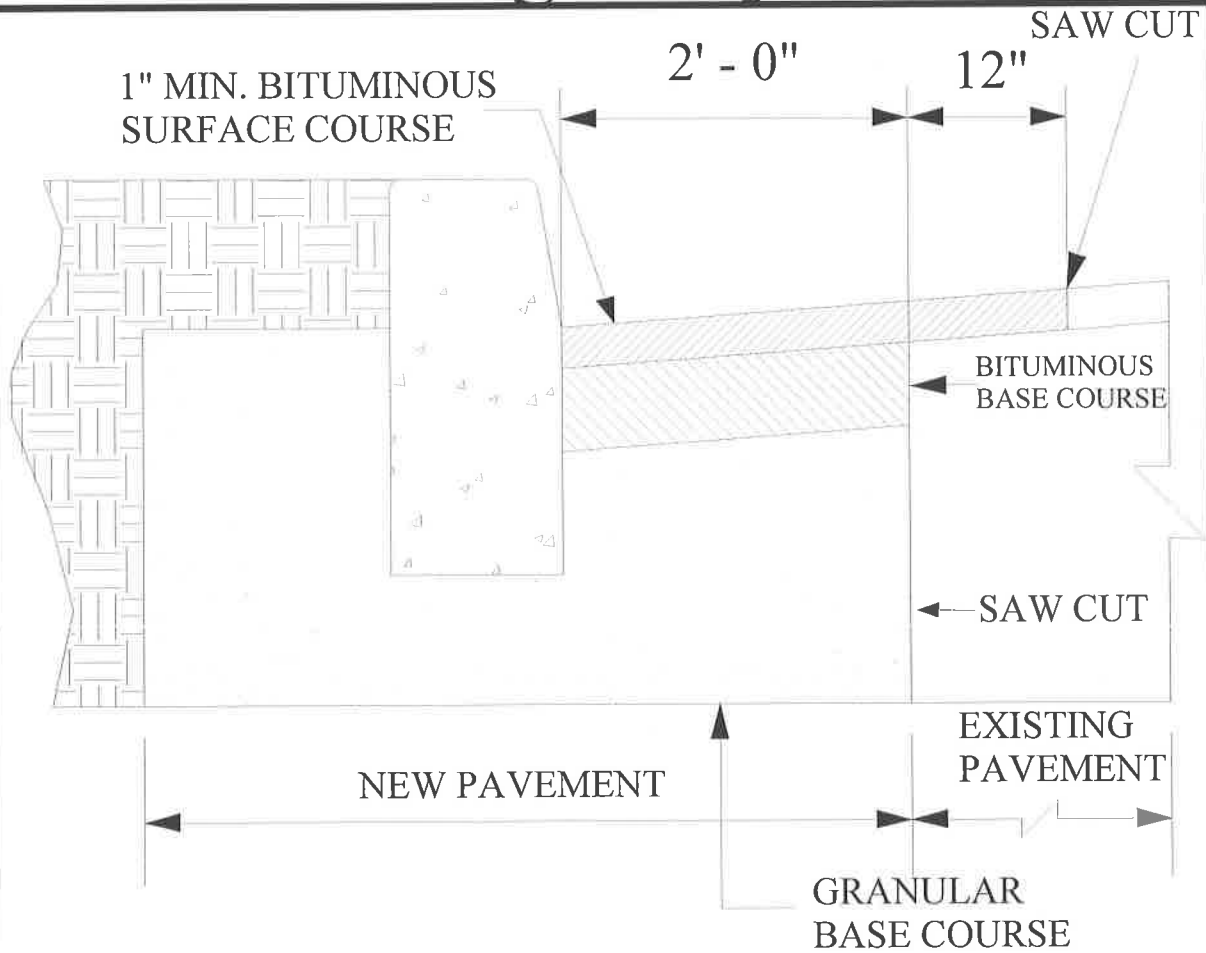
# Header Curb



## NOTES:

1. CONCRETE SHALL BE KDOT CLASS "A".
2. SAWED CONTRACTION JOINTS SHALL BE CONSTRUCTED EVERY 20 FEET, 3" MINIMUM DEPTH.
3. EXPANSION JOINTS SHALL BE CONSTRUCTED AT ALL BREAKS IN ALIGNMENT, AT ALL DRAINAGE INLETS AND AT THE BEGINNING AND ENDING POINTS OF CURVES.
4. ALL CONCRETE, EXCEPT BONDING SURFACES, SHALL BE CURED WITH WHITE PIGMENTED MEMBRANE FORMING COMPOUND (AASHTO M 148, TYPE 2)

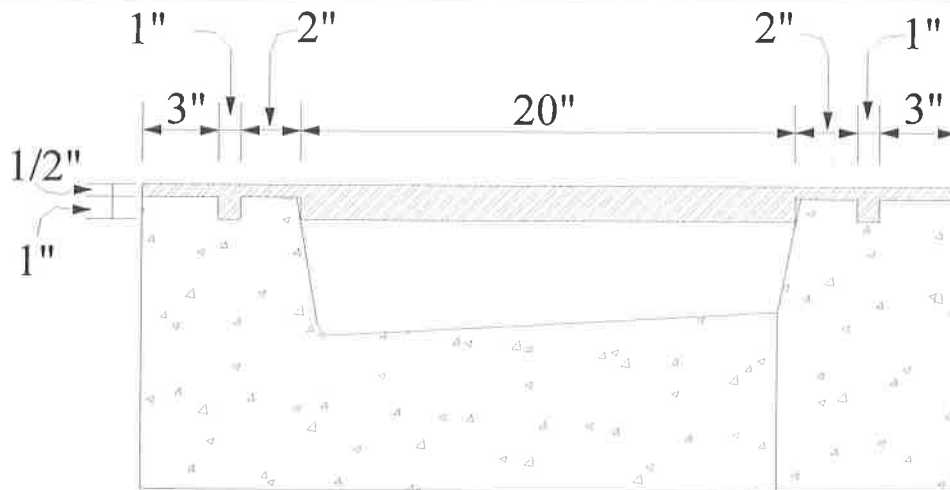
# Edge Key



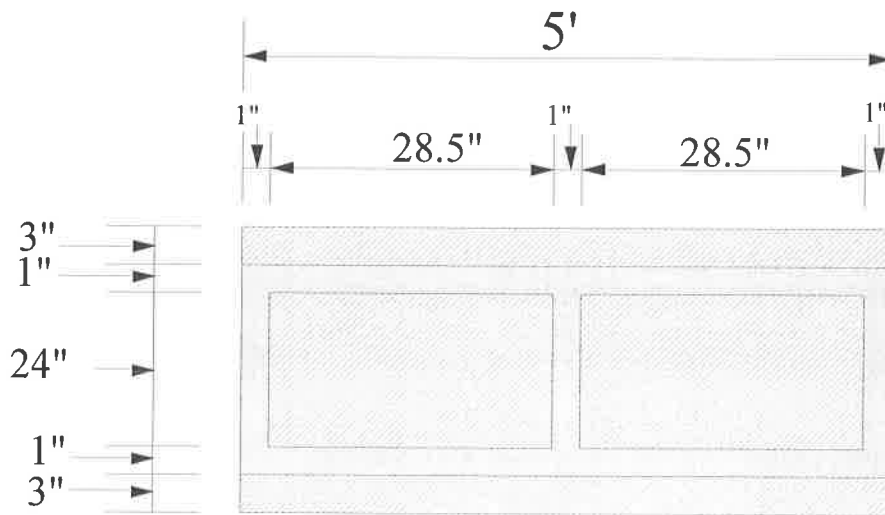
## NOTES:

1. ALL SAW-CUTS SHALL BE NEAT AND STRAIGHT.
2. IMMEDIATELY BEFORE LAYING NEW BITUMINOUS COURSES, ALL SAW CUT EDGES SHALL BE CLEANED OF DUST AND DEBRIS AND SPRAYED WITH A BITUMINOUS TACK COAT.
3. EDGE KEY SHALL NOT BE REQUIRED IF BOTH EXISTING AND NEW PAVEMENT ARE TO RECEIVE AN OVERLAY AS PART OF THIS CONTRACT.

# Bulbout/Gutter Cover



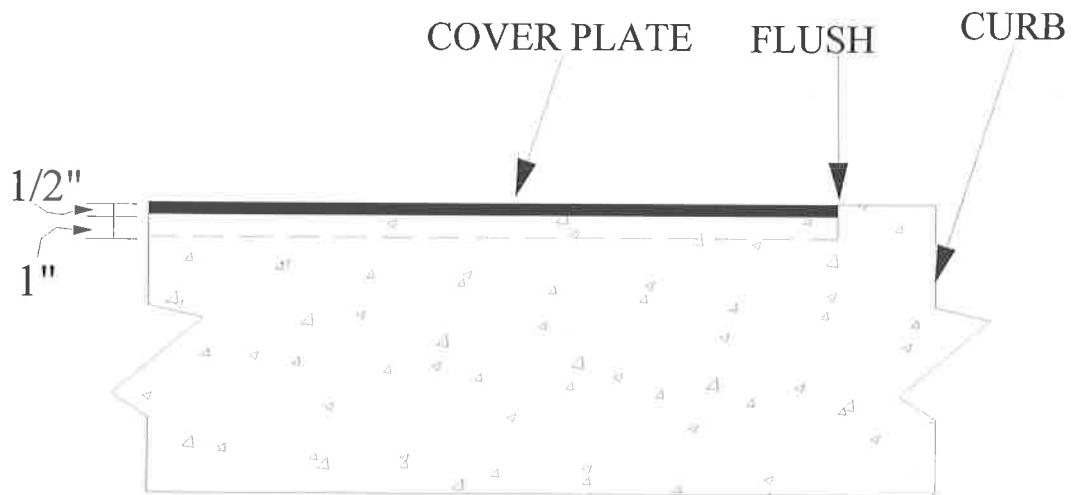
## Bulbout Gutter X-section



## Gutter Cover



# Bulbout/Gutter Cover Notes



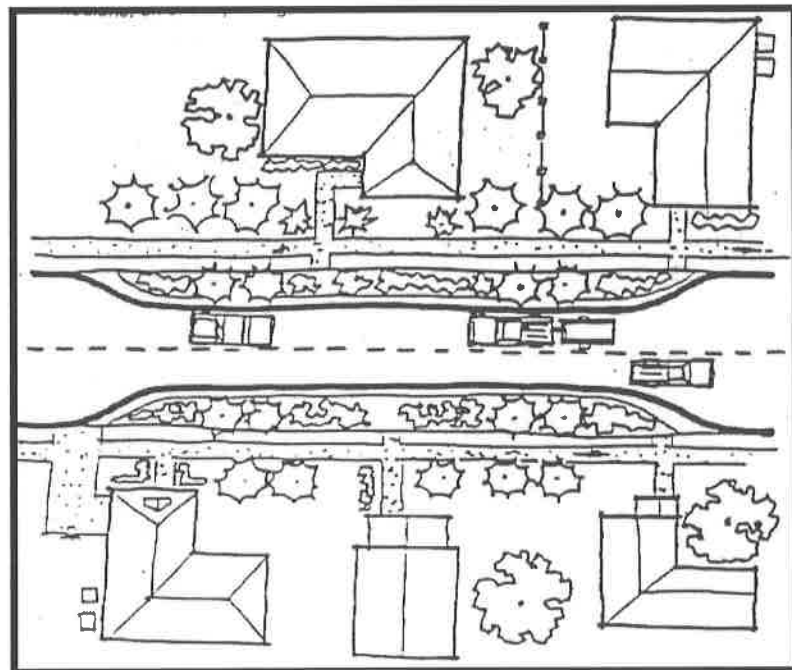
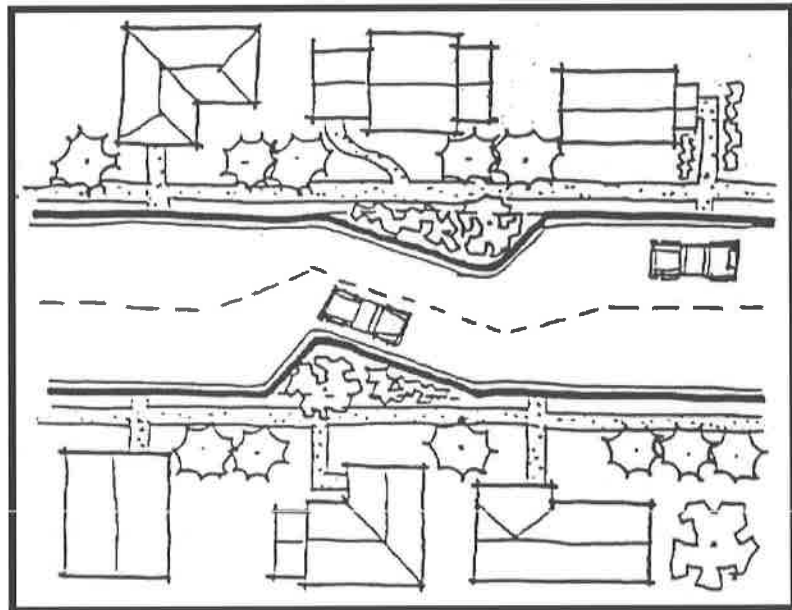
## NOTES:

1. Gutter Covers shall be 1/2" thick weathered steel with 1" thick supports.
2. Existing curb sections and new header curb sections are to be formed or saw cut so that the steel cover sections are flush with the top of curb at each end of the bulbout.
3. Gutter Covers are to be held in place by the 1" thick notches in the curb.
4. Gutter Covers are to be 5' in length for a total of 4 sections per bulbout.
5. Gutter Covers are to be modified to account for non-parallel curb and gutter sections.

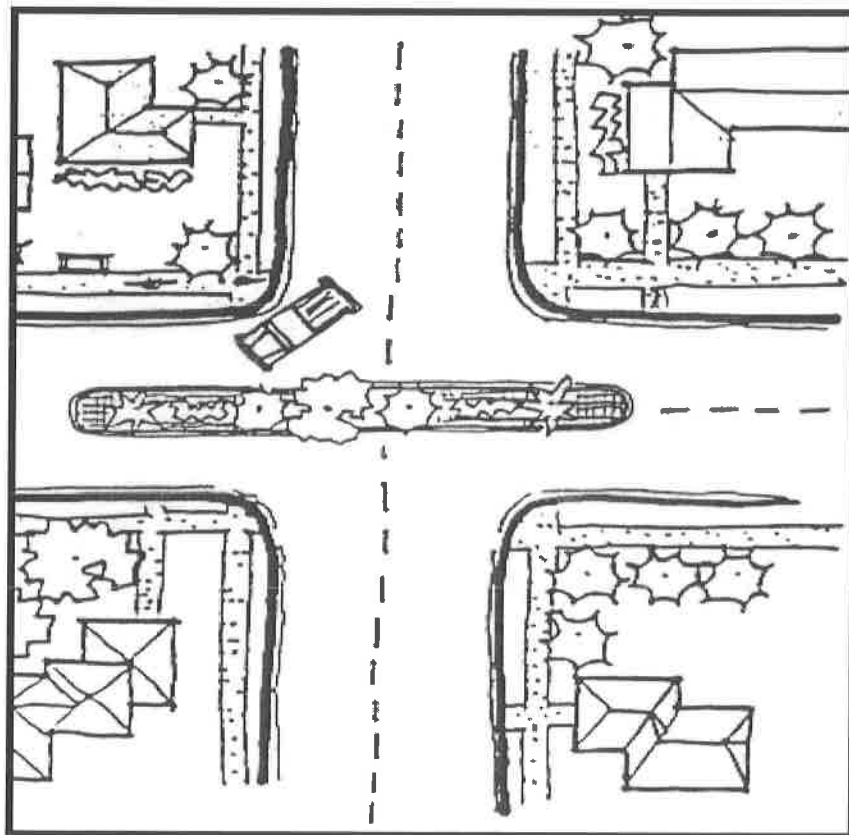
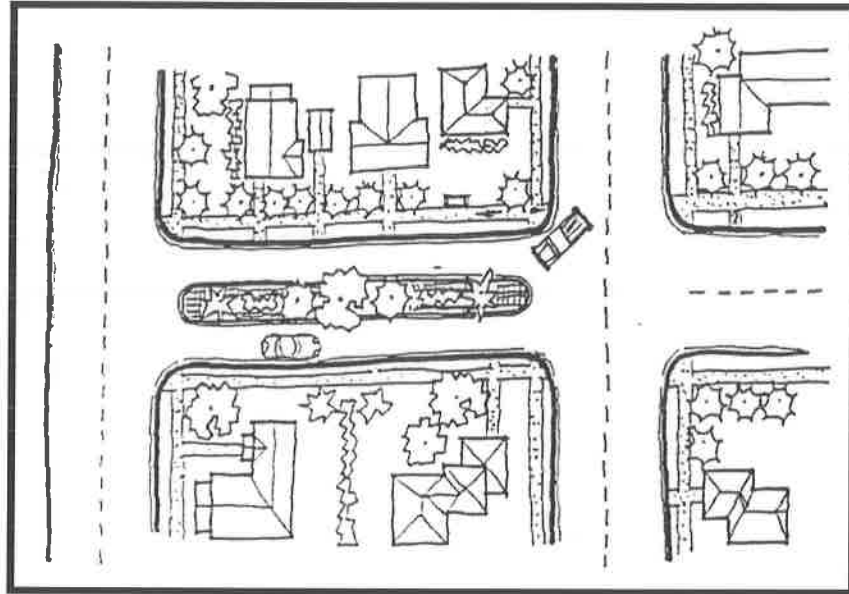


Example of non-standard bulbout types:

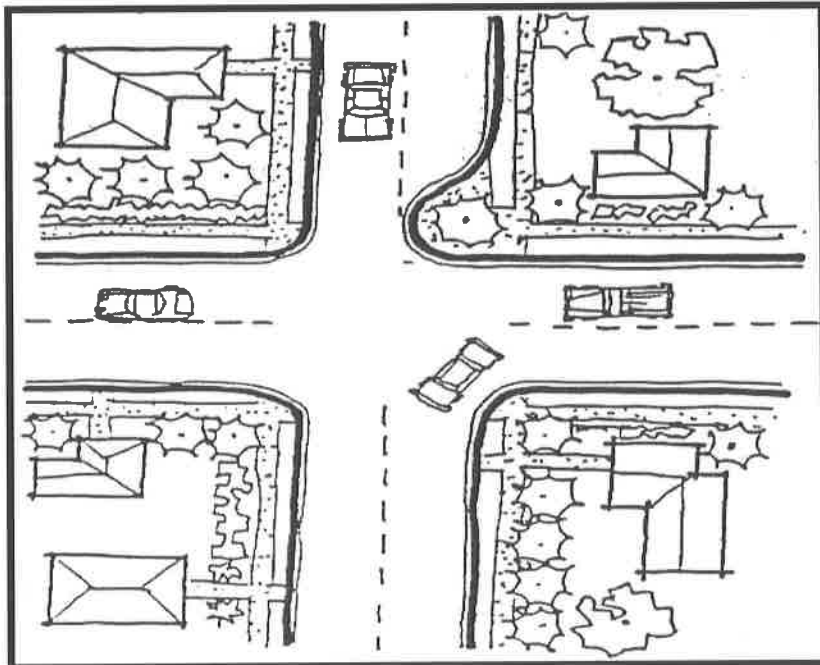
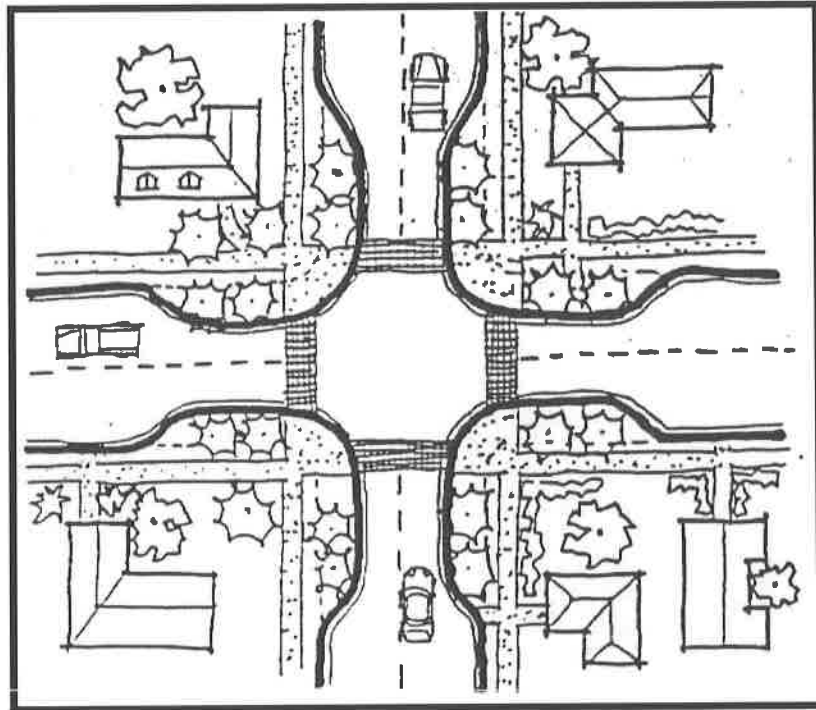
*Chicanes*



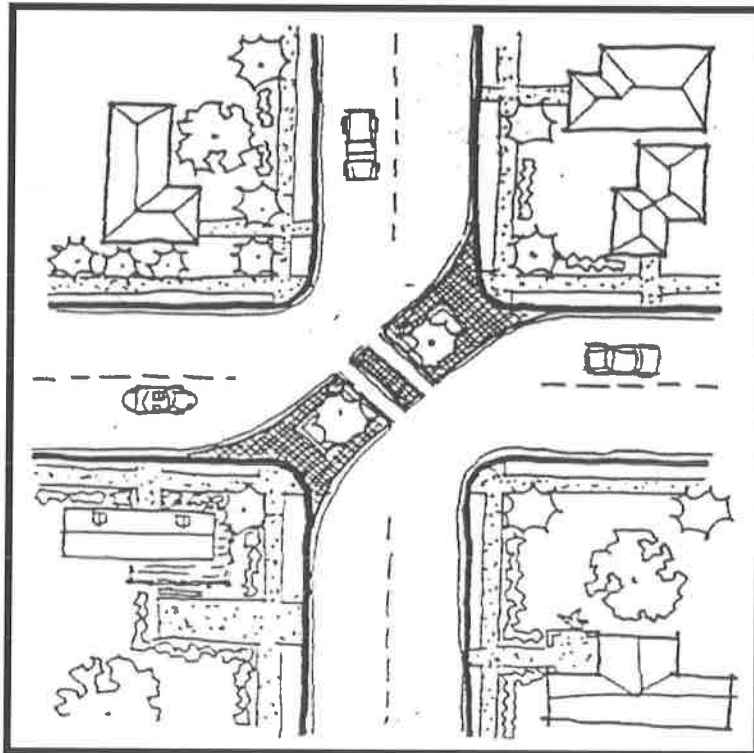
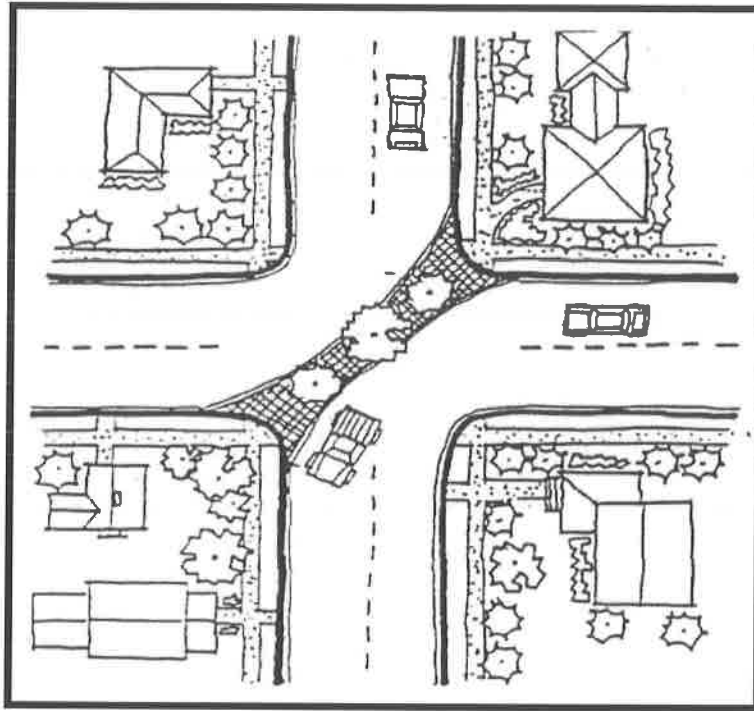
*Medians*



*Choker/Semi-Diverter*

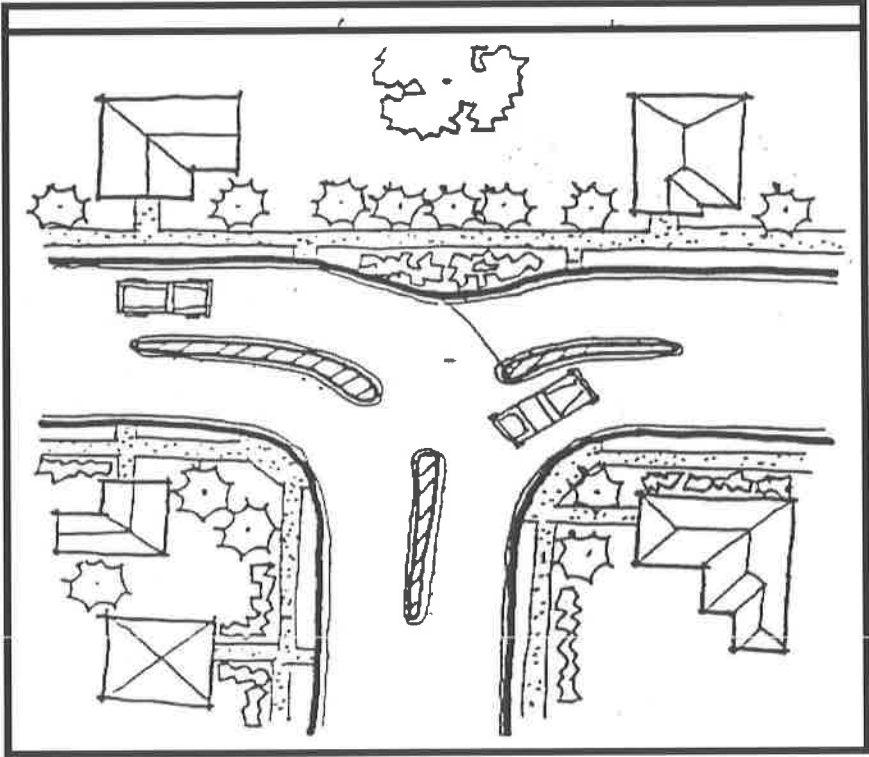


*Diagonal Diverter*

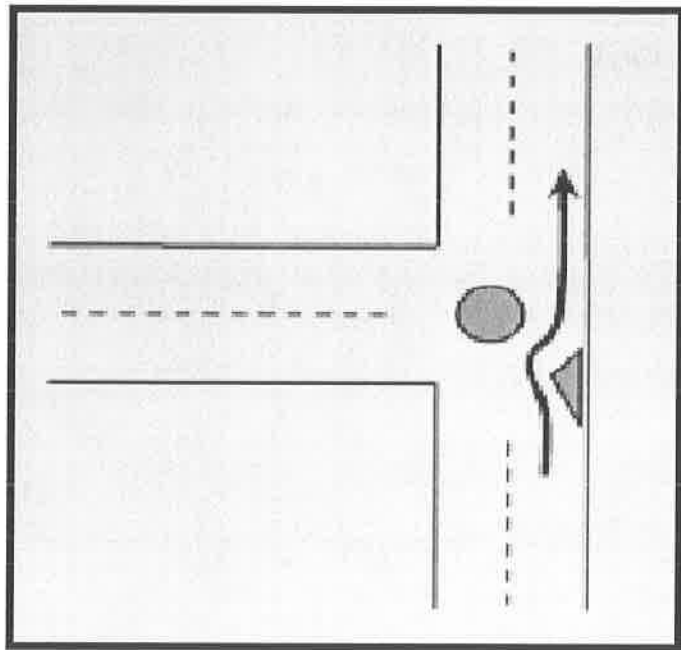
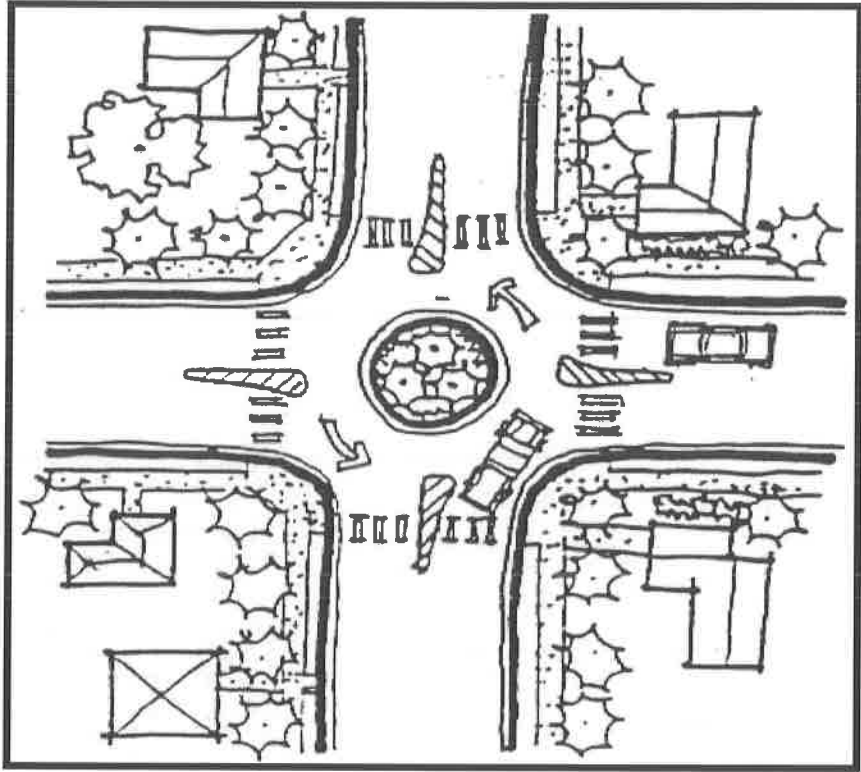


TS-137

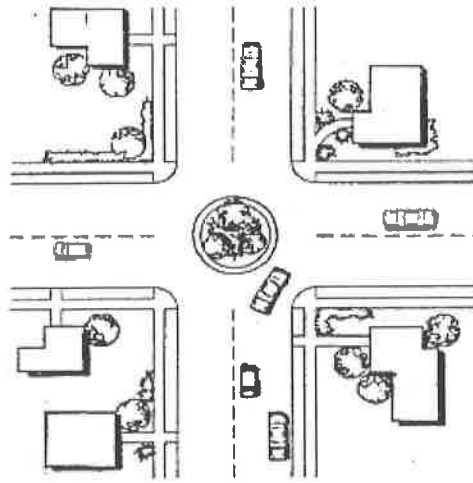
*Channelization Medians*



*Traffic Circle*



TS-139



### 59.3 BASIS OF PAYMENT

Accepted quantities for Bulb-Outs will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per cubic yard for excavation, per linear foot for header curb, per ton for bituminous base, per ton for bituminous surface, per linear foot for saw cutting, per linear foot for gutter cover, per cubic yard for backfill (embankment), per ton for DGA, per square yard for seeding and per square yard for sod satisfactorily installed. All labor, materials, and equipment with the exception of the items above shall be incidental to the installation of the bulb-outs.

## TECHNICAL SPECIFICATIONS

### SECTION 60 – GRADER WITH OPERATOR

#### **60.1 SCOPE**

Work under this Section shall consist of furnishing a grader with operator for grading at various locations to be determined. The grader supplied shall be in good working order, and with the trained operator, be capable of completing the required Work in a timely manner. Should the ENGINEER feel that the grader and/or operator are not adequate, he may reject either the grader and/or operator and no payment will be made.

#### **60.2 BASIS OF PAYMENT**

Accepted equipment and operator time for a Grader with an Operator will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per hour of Work satisfactorily completed. No direct payment will be made for delivery time to or from the Work site.



## TECHNICAL SPECIFICATIONS

### SECTION 61 – ROLLER/COMPACTOR WITH OPERATOR

#### **61.1 SCOPE**

Work under this Section shall consist of furnishing a roller/compactor with operator for work at various locations to be determined. The roller/compactor supplied shall be in good working order, and with the trained operator, be capable of completing the required Work in a timely manner. Should the ENGINEER feel that the roller/compactor and/or operator are not adequate, he may reject either the roller/compactor and/or operator and no payment will be made.

#### **61.2 BASIS OF PAYMENT**

Accepted equipment and operator time for a roller/compactor with an Operator will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per hour of Work satisfactorily completed. No direct payment will be made for delivery time to or from the Work site.

## TECHNICAL SPECIFICATIONS

### SECTION 62 - TOPSOIL PLACEMENT

#### **62.1 SCOPE**

The Work for this Section shall consist of furnishing (when required) and placing topsoil in locations as determined by the Engineer and shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work in place, ready for use and constructed in conformance with KDOH Standard Specifications. Work for this Section shall conform to Kentucky Department of Highways Standard Specifications for Road and Bridge Construction Section 212.03.02, 827.10, Current Edition and the Lexington-Fayette Urban County Government Standard Drawings and shall include labor, excavation, materials, equipment and necessary incidentals.

#### **62.2 WORK**

**Furnish and Place Topsoil:** When the bid item is Furnish and Place Topsoil, obtain topsoil conforming to Section 827 from source outside the project area. Avoid injury to existing planted growths, structures, and paved surfaces during topsoil operations.

**Spreading Stockpiled Topsoil:** When the bid item is Spreading Stockpiled Topsoil, obtain the material from existing stockpile or freshly stripped ground; on or near the project, from material owned or obtained by the Owner.

Proper equipment and methods of operation shall be employed that prevent the loading of subsoil or other unsuitable material with the topsoil. During hauling operations, keep pavement surfaces clean. Promptly and completely remove any topsoil or other substances dropped on the surfaces before it is compacted by traffic.

Prepare areas designated to receive topsoil. Then place and spread topsoil to a sufficient loose depth so that after natural settlement and rolling, the completed work conforms to the required line, grades, and elevations. Compact the topsoil and prepare the area for seeding according to Specifications.

Do not spread topsoil until grading and shaping of the area to receive the topsoil has been completed and seeding and protection operations are ready to begin. Spread and lightly compact the topsoil to a uniform depth of approximately 6 inches over areas specified on the Plans or as the Engineer directs. Do not place topsoil on slopes steeper than 3:1. Compact the topsoil and prepare the area for seeding according to Specifications.

#### **62.3 MATERIAL**

Topsoil is the portion of the soil profile defined technically as the "A" horizon by the Soil Science Society of America. Use loose, friable, topsoil that is free of stones, 1 inch or greater in

overall dimensions, admixture of subsoil, refuse, stumps, roots, brush, weeds, and other material that prevent the formation of a suitable seed bed. Before stripping the topsoil, inspect for existing vegetation. Do not use topsoil from sites having Johnson Grass, Canada Thistle, Quack Grass, Nodding Thistle, or excessive amounts of noxious weeds or their rhizomes.

#### **62.4 BASIS OF PAYMENT – FURNISH AND PLACE TOPSOIL**

Accepted quantities for Furnish and Place Topsoil will be paid for at the Contract Unit Price per cubic yard as quoted and this shall be full compensation for all Work required under this Section. All labor, materials, equipment, transportation and earthwork shall be incidental to the placement of Topsoil.

#### **62.5 BASIS OF PAYMENT – SPREADING STOCKPILED TOPSOIL**

Accepted quantities for Spread Topsoil will be paid for at the Contract Unit Price per cubic yard as quoted and this shall be full compensation for all Work required under this Section. All labor, materials, equipment, and earthwork shall be incidental to the placement of Topsoil. No additional payment will be made for earthwork to remove and stockpile the soil prior to spreading.

## TECHNICAL SPECIFICATIONS

### SECTION 63 - 2" PVC CONDUIT

#### 63.1 SCOPE

Work under this Section shall consist of furnishing and installing PVC conduit as shown on the Plans. PVC conduit shall be as noted below, listed for underground applications and shall conform to the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Section 834, Current Edition. Work shall and shall include all labor, materials, equipment and incidentals (including fittings) necessary to complete the Work. All trenching, backfilling, boring, pipe laying and fitting shall be considered incidental.

Conduit and related appurtenances shall be installed to conform to Lexington-Fayette Urban County Government Traffic Engineering Standard Drawing T-001, unless otherwise noted or directed by the ENGINEER

#### Conduits:

- All conduits installed shall be Sch 80/SDR 11.
- All trunk-line conduits shall be 2" Inner-Duct, HDPE, Orange.
- All PVC conduits installed shall have a threaded PVC bushing installed on the end.
- All conduits entering into junction boxes and/or traffic signal equipment shall be non-metallic, except where conduit extends above surface grade level.
- Rigid steel conduit installation above grade shall be performed under a separate contract.
- All conduits installed shall be connected to existing conduits, junction boxes and/or traffic signal equipment, if present.

#### Conduit, Underground, Non Traffic Surface, 2-Inch

- Contractor shall connect to existing conduits, junction boxes, poles, etc.
- Installation method shall be per permit requirements and/or as specific site conditions require.

#### Conduit, Under Roadway or Driveway, 2-Inch:

- All conduits installed under roadway or driveway surfaces shall be encased in concrete or directionally bored per KYTC/LFUCG specifications.
- Contractor shall connect to existing conduits, junction boxes, poles, etc.
- Installation method will typically be done by boring or as allowed by permit.
- This item will be measured from junction box to junction box or ten (10) feet behind the curb whichever distance is shorter.

**63.2.1 BASIS OF PAYMENT – 2” PVC CONDUIT UNDER NON-TRAFFIC SURFACE**

Accepted quantities for 2” PVC conduit will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per linear foot satisfactorily installed. All labor, materials (including bushings, end plugs, warning tape, fittings, etc.), equipment, excavation and backfilling, shall be incidental to the installation of 2” PVC Conduit Under Non-Traffic Surface. Items such as rock excavation, and removal/replacement of pavement and sidewalk shall be paid under other UPC bid items.

**63.2.2 BASIS OF PAYMENT – 2” PVC CONDUIT UNDER ROADWAY OR DRIVEWAY**

Accepted quantities for 2” PVC conduit will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per linear foot satisfactorily installed. All labor, materials (including concrete, bushings, end plugs, warning tape, fittings, etc.), and equipment, excavation, backfilling, and boring shall be incidental to the installation of 2” PVC Conduit Under Roadway or Driveway.

Items such as rock excavation, and removal/replacement of pavement and sidewalk shall be paid under other UPC bid items.

## TECHNICAL SPECIFICATIONS

### SECTION 64 - JUNCTION BOX, KYTC TYPE A AND C, TRAFFIC RATED

#### **64.1 SCOPE**

Work under this Section shall consist of furnishing and installing traffic rated junction boxes as shown on the plans and shall conform to the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Section 834, Current Edition. Work shall and shall include all labor, materials, equipment and incidentals necessary to complete the Work.

Junction Boxes and related appurtenances shall be installed to conform to Lexington-Fayette Urban County Government Traffic Engineering Standard Drawing T-002, unless otherwise noted or directed by the ENGINEER

#### Traffic Bearing Junction Box w/Lid:

- Installations shall be in soil or concrete
- Junction boxes installed shall have a 9-inch dry well of #57 aggregate, installed under the junction box to prevent standing water.
- Box/Lid shall be Tier 22-17 inch x 30 inch PD stackable, Open bottom w/mouse-holes. Equivalent to Quazite PD 1730-BB26 Box & PG 1730-HH00 Lid.

#### **64.2 BASIS OF PAYMENT**

Accepted quantities for Junction Box, KYTC Type A and C, Traffic Rated, will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per junction box satisfactorily installed. All labor, materials (except for concrete as called for on the drawings), and equipment shall be incidental to the installation of the junction box.

## TECHNICAL SPECIFICATIONS

### SECTION 65 - PEDESTRIAL BASE FOR PEDESTRIAN POLE

#### **65.1 SCOPE**

Work under this Section shall consist of constructing a pedestal base for a pedestrian signal pole (to be installed at a later date) as shown on the plans, with related conduit and grounding.

Pedestrian base shall be installed to conform to Lexington-Fayette Urban County Government Traffic Engineering Standard Drawing T-003, unless otherwise noted or directed by the ENGINEER

For the concrete construction, refer to Specification Section 11, *Formed Class A Concrete and Unfinished Concrete*.

Conduit, conductors and ground rods shall conform to the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Sections 834 and 835, Current Edition.

Work shall and shall include all labor, materials, equipment and incidentals necessary to complete the Work.

#### **65.2 BASIS OF PAYMENT**

Accepted quantities for Pedestal Base for Pedestrian Pole, will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per pedestal satisfactorily installed with imbedded conduit, and grounding materials. All labor, materials (including structural steel, grounding conductor, ground rod , anchor bolts and equipment shall be incidental to the construction of the pedestal.

END OF SECTION

2018 Construction Unit Price Contract  
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Bid Tabulation - Bid No. 131-2018

Lexington-Fayette Urban County Government  
 Department of Planning, Preservation and Development

#	Item	Unit	Spec Sec.	Unit Price							Tom Chesnut Exe. & Const.	ZKB
				ATS Construction	Bluegrass Contracting Corp	Gooch Construction	Rio Grande	Sensabaugh Design & Const.	The Allen Company			
1	Excavation and Placement	CY	3	\$ 12.25	\$ 12.00	\$ 12.00	NO BID	\$ 11.50	\$ 12.75	\$ 15.00	\$ 17.00	
2	Embankment	CY	3	12.25	12.00	12.00	NO BID	11.50	15.30	15.00	17.00	
3	Rock Excavation (Mechanical)	CY	5	200.00	150.00	150.00	NO BID	300.00	204.00	250.00	201.30	
4	Remove Portland Cement Concrete Pavement	SY	6	25.00	25.00	12.00	NO BID	12.50	30.60	12.00	24.65	
5	Remove Curb and Gutter	LF	6	7.00	7.00	6.00	NO BID	6.00	10.20	10.00	10.00	
6	Remove Sidewalk, Entrance Pavement	SY	6	14.00	11.00	10.00	NO BID	11.00	25.50	12.00	15.50	
7	Remove Bituminous Concrete Pavement	SY	6	6.00	6.00	7.00	NO BID	8.00	11.73	12.00	12.50	
8	Remove Pipes less than 24" - up to 8' deep	LF	6	16.00	17.00	15.00	NO BID	10.00	15.30	12.00	17.50	
9	Remove Pipes 30"- 48" - up to 8' deep	LF	6	20.00	30.00	18.00	NO BID	12.00	19.38	16.00	28.50	
10	Remove Fence	LF	6	6.00	5.00	5.00	15.00	5.00	5.10	5.00	5.10	
11	Remove Headwalls and Inlet Structures	EA	6	600.00	500.00	500.00	NO BID	500.00	510.00	600.00	642.00	
12	Remove Tree ( 5" dia. to 12" dia.)	EA	7	425.00	300.00	500.00	NO BID	300.00	510.00	500.00	365.00	
13	Remove Tree (>12" dia. to 24" dia.)	EA	7	700.00	800.00	700.00	NO BID	500.00	1,530.00	1,000.00	685.00	
14	Remove Tree (>24" dia. to 36" dia.)	EA	7	1,200.00	1,200.00	800.00	NO BID	700.00	2,448.00	1,500.00	1,100.00	
15	Remove Tree (>36" dia. and up)	EA	7	2,200.00	2,800.00	1,000.00	NO BID	1,200.00	3,060.00	1,500.00	1,500.00	
16	Dense Graded Aggregate Base	TN	8	26.00	30.00	23.00	NO BID	20.00	26.01	28.00	26.00	
17	No. 2 Stone	TN	9	28.00	30.00	22.00	NO BID	21.00	32.13	28.00	26.00	
18	No. 3 Stone	TN	9	28.00	30.00	22.00	NO BID	23.50	32.13	28.00	26.00	
19	No. 5/7 Stone	TN	9	26.00	30.00	22.00	NO BID	21.00	32.13	28.00	26.00	
20	Steel Reinforcement for Concrete	LB	10	2.25	2.00	2.00	NO BID	2.00	2.55	3.00	2.35	
21	Unfinished Concrete less than 10 CY	CY	11	175.00	175.00	125.00	NO BID	180.00	188.70	175.00	160.00	
22	Unfinished Concrete more than 10 CY	CY	11	170.00	175.00	125.00	NO BID	180.00	183.60	175.00	170.00	
23	Formed Class A Concrete less than 10 CY	CY	11	625.00	850.00	750.00	NO BID	650.00	1,020.00	600.00	635.00	
24	Formed Class A Concrete more than 10 CY	CY	11	700.00	750.00	750.00	NO BID	600.00	969.00	600.00	635.00	
25	4-1/2" Concrete Sidewalk	SY	12	50.00	45.00	78.00	NO BID	49.00	45.90	60.00	33.50	
26	6" Concrete Sidewalk	SY	12	55.00	65.00	85.00	NO BID	51.00	51.00	70.00	37.50	
27	6" Concrete Entrance Pavement	SY	13	60.00	65.00	85.00	NO BID	51.00	66.30	70.00	48.00	
28	Sidewalk Ramp	SY	14	55.00	65.00	85.00	NO BID	70.00	81.60	70.00	71.00	
29	Header Curb	LF	15, 59	27.00	20.00	30.00	NO BID	20.00	26.52	35.00	21.00	
30	Curb and Gutter, Type 1	LF	15	22.00	20.00	30.00	NO BID	20.00	26.52	40.00	22.00	
31	Curb and Gutter, Type 4	LF	15	12.00	20.00	30.00	NO BID	20.00	26.52	40.00	22.00	
32	Bituminous Pavement, Milling and Texturing	TN	16	35.00	35.00	NO BID	NO BID	35.00	40.80	NO BID	53.00	
33	Bituminous Base	TN	17	77.00	100.00	NO BID	NO BID	85.00	81.60	125.00	87.00	



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				ATS Construction	Bluegrass Contracting Corp	Gooch Construction	Rio Grande	Sensabaugh Design & Const.	The Allen Company	Tom Chesnut Exe. & Const.	
34	Class I, Bituminous Surface less than 50 tons	TN	18	90.00	125.00	NO BID	NO BID	85.00	102.00	140.00	106.00
35	Class I, Bituminous Surface greater than 50 tons	TN	18	84.00	110.00	NO BID	NO BID	85.00	96.90	125.00	111.00
36	Bituminous Material for Tack	TN	19	750.00	900.00	NO BID	NO BID	800.00	816.00	575.00	750.00
37	Type A Surface Inlet	EA	20	2,500.00	2,500.00	1,500.00	NO BID	2,450.00	3,621.00	2,000.00	2,400.00
38	Type B Surface Inlet	EA	20	2,500.00	2,500.00	1,500.00	NO BID	2,450.00	3,621.00	2,000.00	2,600.00
39	Curb Box Inlet Type A (LFUCG)	EA	21	4,800.00	3,500.00	1,500.00	NO BID	4,000.00	4,284.00	2,500.00	3,500.00
40	Curb Box Inlet Type B (LFUCG)	EA	21	5,100.00	3,500.00	1,600.00	NO BID	5,000.00	4,284.00	3,000.00	3,700.00
41	Curb Box Inlet Type C (LFUCG)	EA	21	5,400.00	3,500.00	1,800.00	NO BID	4,000.00	4,284.00	3,500.00	3,900.00
42	Curb Box Inlet Type D (LFUCG)	EA	21	3,200.00	3,000.00	2,300.00	NO BID	2,500.00	3,187.50	3,500.00	3,200.00
43	Curb Box Inlet Type B (KDOH)	EA	21	5,200.00	3,500.00	2,500.00	NO BID	4,000.00	4,284.00	3,500.00	3,400.00
44	Drop Box Inlet Type 13 (KDOH)	EA	21	2,900.00	3,500.00	2,500.00	NO BID	2,500.00	4,472.70	3,500.00	3,400.00
45	Drop Box Inlet Type 16 (KDOH)	EA	21	3,000.00	3,500.00	2,500.00	NO BID	2,500.00	3,309.90	3,500.00	3,600.00
46	Lex Storm Sewer Manhole (4' dia.) (0-8' No rock)	EA	22	2,900.00	3,000.00	NO BID	NO BID	2,200.00	2,524.50	3,500.00	2,600.00
47	Lex Storm Sewer Manhole (5' dia.) (0-8' No rock)	EA	22	3,300.00	4,000.00	2,000.00	NO BID	3,600.00	3,580.20	4,000.00	3,100.00
48	Lex Storm Sewer Manhole (6' dia.) (0-8' No rock)	EA	22	5,250.00	5,000.00	2,500.00	NO BID	5,500.00	6,222.00	4,500.00	4,600.00
49	Pipe Tie-in into Manhole or Curb Box Inlet	EA	24	700.00	1,200.00	1,000.00	NO BID	600.00	790.50	800.00	700.00
50	15" RCP Storm Sewer (0-8' No rock)	LF	25	48.00	60.00	40.00	NO BID	39.00	52.99	50.00	49.00
51	18" RCP Storm Sewer (0-8' No rock)	LF	25	52.00	75.00	45.00	NO BID	44.00	56.10	50.00	50.00
52	24" RCP Storm Sewer (0-8' No rock)	LF	25	62.00	85.00	55.00	NO BID	49.00	73.95	75.00	57.00
53	30" RCP Storm Sewer (0-8' No rock)	LF	25	80.00	95.00	80.00	NO BID	67.00	83.64	80.00	79.00
54	36" RCP Storm Sewer (0-8' No rock)	LF	25	105.00	105.00	115.00	NO BID	80.00	99.96	125.00	93.00
55	42" RCP Storm Sewer (0-8' No rock)	LF	25	135.00	125.00	135.00	NO BID	110.00	121.38	145.00	150.00
56	48" RCP Storm Sewer (0-8' No rock)	LF	25	160.00	140.00	150.00	NO BID	146.00	137.70	165.00	160.00
57	15" HDPE Storm Sewer (0-8' No rock)	LF	25	48.00	55.00	30.00	NO BID	35.00	51.00	50.00	52.00
58	18" HDPE Storm Sewer (0-8' No rock)	LF	25	55.00	70.00	35.00	NO BID	35.00	54.06	50.00	53.00
59	24" HDPE Storm Sewer (0-8' No rock)	LF	25	65.00	80.00	40.00	NO BID	42.00	71.40	65.00	56.00
60	30" HDPE Storm Sewer (0-8' No rock)	LF	25	82.00	85.00	50.00	NO BID	55.00	82.62	75.00	74.00
61	36" HDPE Storm Sewer (0-8' No rock)	LF	25	102.00	95.00	55.00	NO BID	70.00	93.84	90.00	93.00
62	15" PP Storm Sewer (0-8' No rock)	LF	25	NO BID	65.00	35.00	NO BID	32.00	45.90	NO BID	50.00
63	18" PP Storm Sewer (0-8' No rock)	LF	25	NO BID	70.00	40.00	NO BID	35.00	51.00	NO BID	52.00
64	24" PP Storm Sewer (0-8' No rock)	LF	25	NO BID	80.00	45.00	NO BID	40.00	61.20	NO BID	63.00
65	30" PP Storm Sewer (0-8' No rock)	LF	25	NO BID	100.00	50.00	NO BID	60.00	73.44	NO BID	84.00
66	36" PP Storm Sewer (0-8' No rock)	LF	25	NO BID	115.00	60.00	NO BID	75.00	86.70	NO BID	91.00

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				ATS Construction	Bluegrass Contracting Corp	Gooch Construction	Rio Grande	Sensabaugh Design & Const.	The Allen Company	Tom Chesnut Exe. & Const.	
67	15" Elliptical RCP Storm Sewer	LF	25	65.00	75.00	60.00	NO BID	50.00	70.38	75.00	62.00
68	18" Elliptical RCP Storm Sewer	LF	25	75.00	80.00	65.00	NO BID	70.00	86.70	80.00	70.00
69	24" Elliptical RCP Storm Sewer	LF	25	85.00	85.00	75.00	NO BID	85.00	106.06	90.00	77.00
70	30" Elliptical RCP Storm Sewer	LF	25	96.00	95.00	80.00	NO BID	87.00	139.74	125.00	91.00
71	36" Elliptical RCP Storm Sewer	LF	25	125.00	125.00	85.00	NO BID	140.00	173.40	155.00	130.00
72	42" Elliptical RCP Storm Sewer	LF	25	160.00	150.00	125.00	NO BID	160.00	206.04	165.00	145.00
73	48" Elliptical RCP Storm Sewer	LF	25	190.00	175.00	150.00	NO BID	195.00	265.20	190.00	185.00
74	Internal Inspection of Sewer Pipe, CCTV	LF	26	12.50	8.00	3.50	NO BID	8.00	2.55	NO BID	NO BID
75	15" Straight Headwall - Standard or Raised	EA	27	1,600.00	2,000.00	1,800.00	NO BID	1,200.00	1,530.00	1,500.00	1,500.00
76	18" Straight Headwall - Standard or Raised	EA	27	1,700.00	2,000.00	2,000.00	NO BID	1,400.00	1,530.00	1,800.00	1,700.00
77	24" Straight Headwall - Standard or Raised	EA	27	2,225.00	2,500.00	2,500.00	NO BID	1,800.00	2,091.00	2,500.00	1,900.00
78	15" Pipe Culvert Headwall	EA	27	1,700.00	1,600.00	2,000.00	NO BID	1,400.00	1,224.00	1,500.00	1,500.00
79	18" Pipe Culvert Headwall	EA	27	1,800.00	1,700.00	2,500.00	NO BID	1,400.00	1,275.00	2,500.00	1,700.00
80	24" Pipe Culvert Headwall	EA	27	2,325.00	1,800.00	3,000.00	NO BID	1,600.00	1,326.00	3,000.00	2,000.00
81	30" Pipe Culvert Headwall	EA	27	2,450.00	2,500.00	3,500.00	NO BID	1,900.00	1,938.00	5,000.00	2,100.00
82	36" Pipe Culvert Headwall	EA	27	2,525.00	3,000.00	4,000.00	NO BID	2,400.00	2,244.00	5,000.00	2,300.00
83	42" Pipe Culvert Headwall	EA	27	2,950.00	4,500.00	4,500.00	NO BID	2,400.00	2,550.00	5,000.00	3,000.00
84	48" Pipe Culvert Headwall	EA	27	3,750.00	6,000.00	5,000.00	NO BID	3,200.00	3,417.00	5,000.00	3,700.00
85	18" Sloped and Flared Box Inlet-Outlet	EA	27	2,750.00	3,000.00	2,000.00	NO BID	1,800.00	2,193.00	3,000.00	2,700.00
86	24" Sloped and Flared Box Inlet-Outlet	EA	27	3,450.00	3,500.00	2,500.00	NO BID	2,400.00	3,009.00	4,500.00	3,450.00
87	30" Sloped and Flared Box Inlet-Outlet	EA	27	4,300.00	4,500.00	3,000.00	NO BID	4,200.00	4,692.00	7,000.00	4,250.00
88	36" Sloped and Flared Box Inlet-Outlet	EA	27	4,900.00	6,000.00	3,500.00	NO BID	5,500.00	6,018.00	7,200.00	4,800.00
89	15" Impact Stilling Basin	EA	28	2,225.00	2,500.00	2,000.00	NO BID	4,500.00	2,927.40	2,500.00	2,200.00
90	18" Impact Stilling Basin	EA	28	2,450.00	3,000.00	2,500.00	NO BID	4,500.00	3,146.70	2,800.00	2,400.00
91	24" Impact Stilling Basin	EA	28	2,750.00	3,200.00	3,000.00	NO BID	4,500.00	4,080.00	3,300.00	2,600.00
92	30" Impact Stilling Basin	EA	28	3,025.00	3,500.00	3,500.00	NO BID	6,000.00	5,355.00	3,500.00	2,800.00
93	36" Impact Stilling Basin	EA	28	3,450.00	4,000.00	4,000.00	NO BID	6,000.00	6,675.90	4,000.00	3,300.00
94	48" Impact Stilling Basin	EA	28	4,100.00	4,200.00	4,500.00	NO BID	7,000.00	8,160.00	4,300.00	3,900.00
95	Bottom Paved Ditch	SY	29	60.00	70.00	50.00	NO BID	50.00	91.80	90.00	75.00
96	Aggregate Channel Lining for Slope Protection	TN	30	40.00	40.00	30.00	NO BID	30.00	43.35	32.00	55.00
97	Seeding and Protection	SY	31	3.25	3.00	8.00	NO BID	2.00	2.81	2.00	3.00
98	Soil Sodding	SY	32	9.50	10.00	10.00	NO BID	6.00	8.42	4.25	9.00
99	Gabion Mattress Channel Lining	CY	33	190.00	250.00	185.00	NO BID	170.00	280.50	200.00	2.50

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				ATS Construction	Bluegrass Contracting Corp	Gooch Construction	Rio Grande	Sensabaugh Design & Const.	The Allen Company			
100	4" HDPE Perforated Pipe	LF	34	15.75	12.00	10.00	NO BID	8.00	15.30	5.00	18.00	
101	6" HDPE Perforated Pipe	LF	34	16.80	15.00	12.00	NO BID	10.00	15.30	8.00	70.00	
102	4" PVC Pipe	LF	35	25.20	25.00	10.00	NO BID	15.00	25.50	15.00	26.00	
103	6" PVC Pipe	LF	35	27.30	30.00	12.00	NO BID	18.00	28.56	16.00	28.00	
104	8" PVC Sanitary Sewer (0-8" No Rock)	LF	35	39.00	75.00	35.00	NO BID	30.00	34.78	25.00	36.00	
105	10" PVC Sanitary Sewer (0-8" No Rock)	LF	35	43.05	85.00	40.00	NO BID	35.00	36.31	40.00	42.00	
106	12" PVC Sanitary Sewer (0-8" No Rock)	LF	35	52.50	95.00	45.00	NO BID	40.00	41.36	40.00	55.00	
107	15" PVC Sanitary Sewer (0-8" No Rock)	LF	35	54.60	100.00	50.00	NO BID	43.00	51.20	50.00	55.00	
108	18" PVC Sanitary Sewer (0-8" No Rock)	LF	35	60.90	110.00	60.00	NO BID	48.00	61.60	65.00	58.00	
109	8" Ductile Iron Sewer Pipe (0-8" No Rock)	LF	35	65.00	95.00	65.00	NO BID	50.00	51.00	NO BID	60.00	
110	10" Ductile Iron Sewer Pipe (0-8" No Rock)	LF	35	68.00	105.00	75.00	NO BID	70.00	60.69	NO BID	62.00	
111	12" Ductile Iron Sewer Pipe (0-8" No Rock)	LF	35	74.00	115.00	90.00	NO BID	80.00	65.28	NO BID	69.00	
112	14" Ductile Iron Sewer Pipe (0-8" No Rock)	LF	35	85.00	120.00	100.00	NO BID	85.00	93.84	NO BID	76.00	
113	Sanitary Sewer By-Pass Pumping	DAY	35	3,000.00	1,500.00	1,500.00	NO BID	1,600.00	765.00	NO BID	2,700.00	
114	Two Way Sewer Service Cleanout	EA	36	682.50	600.00	350.00	NO BID	500.00	382.50	NO BID	750.00	
115	4"x 8" Sanitary Sewer Tee & up to 6' of lateral pipe	EA	37	68.25	125.00	75.00	NO BID	65.00	107.10	NO BID	NO BID	
116	6"x 8" Sanitary Sewer Tee & up to 6' of lateral pipe	EA	37	84.00	130.00	80.00	NO BID	80.00	117.30	NO BID	NO BID	
117	Lex Sanitary Sewer Manhole (4' dia.) (0-8" No rock)	EA	22	2,900.00	3,000.00	2,300.00	NO BID	2,400.00	2,652.00	NO BID	2,550.00	
118	Lex Sanitary Sewer Manhole (5' dia.) (0-8" No rock)	EA	22	3,500.00	3,500.00	2,500.00	NO BID	5,000.00	3,570.00	NO BID	3,350.00	
119	Lex Sanitary Sewer Manhole (6' dia.) (0-8" No rock)	EA	22	5,600.00	7,000.00	3,500.00	NO BID	6,000.00	5,967.00	NO BID	5,300.00	
120	Sanitary Sewer Manhole MIC Protection	VF	22	NO BID	NO BID	200.00	NO BID	NO BID	40.80	NO BID	NO BID	
121	Manhole-Additional vertical depth > 8' (4' dia.)	VF	23	188.00	250.00	250.00	NO BID	200.00	306.00	NO BID	210.00	
122	Manhole-Additional vertical depth > 8' (5' dia.)	VF	23	210.00	375.00	300.00	NO BID	300.00	408.00	NO BID	260.00	
123	Manhole-Additional vertical depth > 8' (6' dia.)	VF	23	252.00	600.00	350.00	NO BID	400.00	459.00	NO BID	310.00	
124	Manhole-Additional for adjustable frame and cover	EA	22	1,050.00	1,200.00	600.00	NO BID	1,000.00	1,632.00	NO BID	12.50	
125	Woven Wire Fence 4' height	LF	38	15.00	18.00	10.00	NO BID	15.00	20.40	10.00	13.50	
126	Chain Link Fence 4' height	LF	38	26.00	30.00	15.00	NO BID	20.00	35.70	15.50	13.50	
127	Privacy Fence (installation)	LF	38	55.00	75.00	30.00	NO BID	27.00	86.70	35.00	32.00	
128	Backhoe (small) with Operator	HR	39	105.00	85.00	100.00	NO BID	75.00	102.00	85.00	65.00	
129	Dump Truck (single axle) with driver	HR	40	90.00	85.00	100.00	NO BID	65.00	76.50	85.00	75.00	
130	Dump Truck (tri-axle) with driver	HR	40	104.00	105.00	125.00	NO BID	75.00	81.60	85.00	115.00	
131	Jackhammer with Operator	HR	39	80.00	70.00	75.00	NO BID	75.00	76.50	85.00	65.00	
132	Skid Loader with Operator	HR	39	98.00	80.00	125.00	NO BID	75.00	76.50	85.00	65.00	

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				ATS Construction	Bluegrass Contracting Corp	Gooch Construction	Rio Grande	Sensabaugh Design & Const.	The Allen Company	Tom Chesnut Exe. & Const.	
133	Check Dam	TN	41	40.00	60.00	50.00	NO BID	60.00	51.00	55.00	NO BID
134	Sediment Trap	CY	41	48.00	80.00	25.00	NO BID	15.00	51.00	60.00	NO BID
135	Sediment Pond	CY	41	48.00	70.00	25.00	NO BID	15.00	40.60	35.00	NO BID
136	Silt Fence	LF	41	3.50	6.00	3.50	NO BID	5.00	3.57	6.00	3.95
137	Storm Drain Inlet Protection	EA	41	350.00	400.00	500.00	NO BID	200.00	280.50	250.00	345.00
138	Filter Strip	SY	41	NO BID	40.00	15.00	NO BID	6.00	19.89	17.00	NO BID
139	Stream Crossing	EA	41	9,000.00	10,000.00	5,000.00	NO BID	3,500.00	5,100.00	3,800.00	NO BID
140	Pump-Around Flow Diversion	DAY	41	400.00	750.00	1,000.00	NO BID	380.00	2,448.00	1,200.00	NO BID
141	Construction Dewatering	DAY	41	400.00	1,000.00	500.00	NO BID	400.00	2,448.00	1,200.00	NO BID
142	Geotextile Construction Type I	SY	42	2.10	2.50	5.00	NO BID	2.00	4.08	9.00	4.00
143	Geotextile Construction Type II	SY	42	2.25	3.50	8.00	NO BID	2.25	4.08	9.00	5.50
144	Geotextile Construction Type III	SY	42	2.30	2.50	10.00	NO BID	2.30	4.08	9.00	7.00
145	Geotextile Construction Type IV	SY	42	2.25	3.50	12.00	NO BID	2.22	4.08	10.00	9.00
146	Edge Key	LF	43	10.00	12.00	8.00	NO BID	10.00	10.20	10.00	20.00
147	Pipe Plugging for Pipes less than or equal to 24"	EA	44	300.00	400.00	500.00	NO BID	300.00	459.00	600.00	NO BID
148	Pipe Plugging for Pipes 30"-48"	EA	44	550.00	700.00	1,000.00	NO BID	500.00	765.00	800.00	NO BID
149	Flowable Fill	CY	45	175.00	300.00	150.00	NO BID	180.00	178.50	160.00	135.00
150	Fiber Reinforced PCC Pavement	CY	46	425.00	300.00	100.00	NO BID	350.00	306.00	NO BID	295.00
151	Single Block Masonry Retaining Wall	SF	47	45.00	30.00	20.00	NO BID	30.00	26.52	35.00	35.00
152	Degradable Erosion Control Mat	SY	48	10.00	12.00	3.00	NO BID	7.00	NO BID	8.00	1.00
153	Turf Reinforcement Mat	SY	48	10.00	14.00	10.00	NO BID	9.00	9.44	10.00	12.00
154	Project Sign	EA	49	900.00	1,000.00	1,000.00	NO BID	1,000.00	561.00	1,100.00	750.00
155	Steel W Beam Guardrail and End Treatments	LF	50	NO BID	NO BID	100.00	NO BID	NO BID	55.08	40.00	60.00
156	Articulating Concrete Block	SY	51	NO BID	325.00	25.00	NO BID	350.00	NO BID	NO BID	NO BID
157	Reint Conc Pipe Crack Repairs and Manhole Rehab	LF	52	NO BID	NO BID	50.00	NO BID	NO BID	NO BID	NO BID	65.00
158	Saw cutting	LF	53	5.25	7.00	3.50	NO BID	5.00	2.40	3.00	7.75
159	Precast Reinforced Concrete Box Culvert 3' X 2'	LF	54	375.00	800.00	100.00	NO BID	400.00	382.50	1,500.00	550.00
160	Precast Reinforced Concrete Box Culvert 3' X 3'	LF	54	400.00	1,000.00	125.00	NO BID	600.00	413.10	1,500.00	650.00
161	Precast Reinforced Concrete Box Culvert 4' X 2'	LF	54	425.00	1,000.00	150.00	NO BID	600.00	443.70	1,500.00	750.00
162	Precast Reinforced Concrete Box Culvert 4' X 3'	LF	54	435.00	1,100.00	175.00	NO BID	700.00	469.20	1,500.00	850.00
163	Detectable Warning Surface Tile-Overlay	SF	55	44.10	60.00	10.00	NO BID	45.00	50.00	NO BID	88.00
164	Detectable Warning Surface Tile-Imbedded	SF	55	44.10	60.00	15.00	NO BID	50.00	65.00	350.00	92.00
165	Thermoplastic Pavement Striping - White or Yellow	LF	58	3.25	150.00	NO BID	NO BID	NO BID	3.00	NO BID	NO BID

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166	Removal of Existing Pavement Striping	LF	58	10.00	10.00	NO BID	NO BID	NO BID	3.00	NO BID	NO BID	NO BID
167	Bulb-out: Cutter Cover	LF	59	200.00	NO BID	50.00	NO BID	32.00	NO BID	NO BID	NO BID	225.00
168	Bulb-out: Asphalt Repair	SF	59	100.00	500.00	75.00	NO BID	35.00	NO BID	NO BID	NO BID	550.00
169	Grader with Operator	HR	60	200.00	140.00	150.00	NO BID	100.00	142.80	150.00	150.00	195.00
170	Roller/Compactor with Operator	HR	61	185.00	95.00	125.00	NO BID	75.00	117.30	100.00	100.00	165.00
171	Furnish and Place Topsoil	CY	62	18.00	35.00	50.00	NO BID	25.00	22.95	35.00	35.00	34.00
172	Spreading Stockpiled Topsoil	CY	62	8.00	15.00	25.00	NO BID	5.00	15.30	35.00	35.00	65.00
173	2" PVC Conduit Under Non-Traffic Surface	LF	63	20.00	16.00	NO BID	NO BID	10.00	15.30	NO BID	NO BID	NO BID
174	2" PVC Conduit Under Roadway or Driveway	LF	63	30.00	40.00	NO BID	NO BID	30.00	15.30	NO BID	NO BID	NO BID
175	Junction Box, KYTC Type A	EA	64	2,500.00	1,500.00	NO BID	NO BID	2,000.00	918.00	NO BID	NO BID	NO BID
176	Junction Box, KYTC Type C	EA	64	2,500.00	2,000.00	NO BID	NO BID	2,100.00	1,632.00	NO BID	NO BID	NO BID
177	Pedestal Base for Pedestrian Pole	EA	65	5,000.00	1,200.00	NO BID	NO BID	800.00	NO BID	NO BID	NO BID	NO BID
	Max. Allowable P/P bond % for projects >\$50,000			5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
	Unspecified incidental materials at cost plus 15%		(Check if interested.)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Unspecified incidental labor at cost plus 15%		(Check if interested.)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Minimum project total for consideration			\$ 25,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,000.00	\$ 5,000.00	\$ 25,000.00	\$ 2,800.00	\$ 2,800.00	

