SECTION 00410 – BID FORM

Firethorn Detention Basin Improvements

Division of Water Quality
Lexington-Fayette Urban County Government

LFUCG Bid No. 61-2019

1.01 GENERAL

Place: Lexington, Kentucky Date: _____

The following Bid Form shall be followed exactly in submitting a Bid for this Work.

This Bid Form Submitted by _____

_____
(Name and Address of Bidder)

(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 Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507

The Bidder, in compliance with your Advertisement for Bids for the **Firethorn Detention Basin Improvements,** Lexington, Kentucky, having examined the Contract Documents including the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions and any and all addendums 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 stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid is a part.

The Bidder hereby agrees to commence Work under this Contract on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the Project within sixty days (60 days) consecutive calendar days. Bidder further agrees to pay liquidated damages, the sum of one thousand dollars and zero cents ($1,000.00) for each consecutive day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. ____ Date _____; Addendum No. ____ Date _____

Addendum No. ____ Date _____; Addendum No. ____ Date _____

Addendum No. ____ Date _____; Addendum No. ____ Date _____

Addendum No. ____ Date _____; Addendum No. ____ Date _____

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

1.02 LEGAL STATUS OF BIDDER

Bidder_____

Date_____

*A. 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 is duly authorized to execute contracts.

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

_____

_____

_____

_____

_____

*C. An individual, whose signature is affixed to this Bid. (Print name)

_____

_____

_____

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

1.03 BIDDERS AFFIDAVIT

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

A. 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").

B. 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 Agreement and will maintain a "current" status in regard to those taxes and fees during the life of the Agreement.

C. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the Agreement.

D. 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.

E. 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 an Agreement to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

F. 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."

G. 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/her conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

_____
Affiant Signature

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

1.04 BID SCHEDULE

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 all cases of discrepancies or math errors the amount written in for the unit price of an item shall govern.

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

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

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

For a lump sum based bid, the item total is the bid amount the Owner uses for bid comparison.

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

The Owner's decision on the bid amount is final.

The Total Bid Price will be the summed cost of the lump sum items and the unit price items combined.

All quantities listed in the Bid Schedule are estimates to be used for bid comparisons. Payment for unit price items will be paid by actual installed quantities determined during construction. There will be no change in unit price based on underrun or overrun of estimated quantities.

No.	Item	Unit	Approx. Quantity	Unit Price	Total Price
1	Mobilization (max 2% of bid)	LS	1		
2	General Conditions (max 2% of bid)	LS	1		
3	Demobilization (min 1% of bid)	LS	1		
4	Erosion and Sediment Control	LS	1		
5	Survey and Construction Staking	LS	1		
6	Earthwork	LS	1		
7	Clearing/Grubbing	Acre	1		
8a	Unsuitable Soil Removal	CY	1000		
8b	Unsuitable Soil Replacement	CY	1000		
9	Excavation of Existing Trench	LS	1		
10	Final Grading	LS	1		
11	Revegetation	Acre	1		
12	No. 57 Crushed Stone	Ton	40		
13	Class II Channel Lining	Ton	60		
14	No. 2 Crushed Stone	Ton	100		
15	4" Perforated PVC Storm Drainage Piping	LF	300		
16	8 oz./SY Non-woven Geotextile	SY	350		
17	Trash Rack	LS	1		
18	Site Restoration (Curb / Sidewalk Repair / Replacement)	LS	1		
19	Allowance: Miscellaneous Site Improvements	LS	1	$10,000.00	$10,000.00
			Total Bid Price		

The total bid for Firethorn Detention Basin, the sum of items 1 through 19, shall be written both in words and numerically. The Bidders total Bid is:

_____ Dollars

and _____ cents. $ _____

Respectfully Submitted,

FIRM: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

DATE: _____

BY: _____
(must be original signature)

TITLE: _____

PHONE: _____ FAX: _____
(area code, number & extension)

EMAIL ADDRESS: _____

OFFICIAL ADDRESS AND PHONE:

_____

_____

_____ (Seal if Bid is by Corporation)

By signing this form you agree to all of the terms and associated forms.

1.05 STATEMENT OF BIDDER'S QUALIFICATIONS

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

A. Name of Bidder: _____

B. Permanent Place of Business: _____

C. When Organized: _____

D. Where Incorporated: _____

E. 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.

F. In the event the Agreement is awarded to the undersigned, Performance, Payment, Erosion and Sediment Control, and Warranty bonds will be furnished by:

_____(Surety)

Signed: _____(Representative of Surety)

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

NAME	LOCATION	CONTRACT SUM

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

NAME	LOCATION	CONTRACT SUM

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

NAME	POSITION DESCRIPTION	NO. OF YEARS WITH BIDDER
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

J. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the Owner within seven (7) calendar days following the Bid Opening, a sworn statement regarding all office management and field management personnel. Additionally, if requested by the Owner, we will within seven (7) days following the request submit audited financial statements and loss history for insurance claims for the three (3) most recent years (or a lesser period if stipulated by the Owner)

1.06 LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the Owner to be executed, completed and submitted with the Bid Form. 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.

BRANCH OF WORK** (List each major item)	**SUBCONTRACTOR**	**% of WORK**
1. _____	Name: _____	_____
	Address: _____	
2. _____	Name: _____	_____
	Address: _____	
3. _____	Name: _____	_____
	Address: _____	
4. _____	Name: _____	_____
	Address: _____	
5. _____	Name: _____	_____
	Address: _____	
6. _____	Name: _____	_____
	Address: _____	

** Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.

1.07 AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

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

A. 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);

B. 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 Advertisement for Bid, designed to limit independent bidding or competition;

C. 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;

D. 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;

E. (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.]

F. This offer is for ninety (90) 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, an Agreement shall thereby be created with respect to the items accepted.

G. That I have fully informed myself regarding the accuracy of the statements made in this statement.

H. 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.

_____	_____	_____
Company	Date	Representative

1.08 STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

_____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

_____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

_____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

_____

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

1.09 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 an Agreement 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 county, 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 contractor 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 to 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.

In the case of an Agreement exceeding $250,000, the Contractor will be required within seven (7) days following the Bid Opening to furnish evidence that its work-force in Kentucky is representative of the available work-force in the area from which it draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the Contract.

1.10 EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of _____
(Name of Bidder)

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.

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
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total																	

Prepared By: _____ Date ____/____/____

1.12 EVIDENCE OF INSURABILITY

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

Names Insured: _____

Address: _____

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 Section 00600 - Bonds and Certifications, including all requirements, and conditions:

Article Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided to Insured	Name of Insurer	A.M. Best's	
					Code	Rating
1.05.D.1	CGL	$1,000,000/per occ., $2,000,000/aggregate or $2,000,000 combined single limit Requirements (a) through (e)				
1.05.D.1	Auto	Combined single $1,000,000/per occ. aggregate Requirements (a) through (c)				
1.05.D.1	WC	$_____ Statutory				
1.05.D.1	Employer's Liability	$500,000				

Section 00600 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	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 COVERAGES LISTED ABOVE IS NOT PROVIDED.

1.13 DEBARRED FIRMS

PROJECT NAME: **Firethorn Detention Basin Improvements**

LFUCG BID NO.: **61-2019**

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 Debarment Certification in duplicate and submit both copies to the Owner with the Bid Form. 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 Agreement 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

1.14 DEBARMENT CERTIFICATION

All Contractors/Subcontractors shall complete this certification.

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 Bid 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 (3) 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: _____

Title of Authorized Representative: _____

Signature: _____

Date: _____

1.15 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty for not less than $10,000 and not more than $100,000 for each such failure.

_____

Typed Name & Title of Authorized Representative

_____ _____

Signature of Authorized Representative Date

_____I am unable to certify to the above statements. My explanation is attached.

1.16 BID BOND

BID BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we _____

as principal (the "Principal") and _____

hereinto called Surety, are held and firmly bound unto

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

as obligee (the "Obligee"), in the penal sum of _____ dollars for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

_____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within ninety (90) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this _____ day of _____, 20____.

WITNESS / ATTEST:

_____
Principal (Secretary)

_____
Principal

By:_____(seal)
Name:
Title:

_____
Surety (Secretary)

_____
Surety

By:_____(seal)
Name:
Title:

POWER OF ATTORNEY

(Attach to Bid Bond)

END OF SECTION

trench. Two underdrains will extend perpendicular from existing drainage trench along toe of embankment. All drainage pipe will be 4" perforated PVC.

l. *No coring of the existing drainage structure is anticipated. The existing pipe will be removed from drainage structure and replaced with new drainage pipe. New pipe will be same size as existing pipe.*
m. *Existing openings in drainage structure will not be modified.*
n. *Any area that is disturbed must be brought up to grade and revegetated.*
o. *Soil removal is paid by a per-unit price. Tt will look at quantities on Bid Form prior to issuing an Addenda. Tt will likely increase soil removal/replacement quantity. Payment will be on a basis of what is removed and what is replaced.*
p. *Finished grade is close to current elevations.*
q. *Rick Day stated that part of the ESC plan should be making a rock berm around existing drainage structure.*
r. *If rock is encountered, Owner/Engineer need to be informed. All excavation on this project is unclassified. Blasting is not included in this project.*
s. *Addenda will be issued by June 12th. All questions due by June 10th at 4 p.m. Send all questions to Brian Marcum at brianm@lexingtonky.gov.*
t. *Rick Day asked if Owner/Engineer should perform another survey before topsoil is placed to determine the quantity of topsoil. Herb Lemaster confirmed that the final survey of soil placed shall be conducted prior to installation of topsoil. Topsoil will be included in the Final Grading item on the Bid Form.*
u. *The entire project site is about one acre; however, the area to be disturbed is less than one acre. Therefore, a KYR10 Permit is not required unless Contractor needs to disturb a greater area than what is shown on Drawings.*
v. *LFUCG has trained ESC inspectors that will be inspecting the site. It is recommended that Contractor use page 6 of LFUCG's "Permitting, Inspection, and Enforcement Procedures" as a "cheat sheet" so that they know what inspectors are looking for.*

PROJECT SCHEDULE

a. *Duration of this project is 60 days for substantial completion.*

BID PROTOCOL

a. *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) June 20th, 2019. Sealed proposals shall be marked clearly on the outside of the container* ***"Sealed Proposal for: Firethorn Detention Basin Improvements*** *to be opened at* ***2:00 p.m. Local Time, June 20th, 2019"****. Bids received after the scheduled closing time for receipt of Bids will not be considered and will be returned unopened.*

8. Contractor Questions

Q: Will tree protection zone be the drip line of the tree?

A: Herb Lemaster stated that there is a Tree Protection Zone (TPZ) defined in the Specifications. It may be too large. Once construction begins, a representative of the Owner/Engineer will visit site and see if the TPZ could be reduced in order to remove more unsuitable soil.

Q: Is there a place where we could dry out the unsuitable soil before it is hauled off-site? Cannot haul wet soil.

A: Herb Lemaster stated that this would be clarified in the Addenda. Also noted that Contractor required to keep a street broom on-site and remove any soil which is deposited on sidewalks, streets, and driveways. Rick Day stated that Owner may be agreeable to designating a soil stockpile area so that it could dry out. This would be a short-term soil storage area.

Q: Is the seed mix special?

A: Herb Lemaster stated that the seed mix is fairly standard and is defined in the Specifications.

Q: Is there a borrow area for replacement soil?

A: Herb Lemaster stated that there is not a specified borrow area. There is no borrow material available at the project site, therefore, material must be obtained elsewhere. Soil testing must be performed and submitted to the Engineer before installation.

Q: The current soil at the site is listed as "unsuitable". Is it contaminated?

A: Herb Lemaster stated that the soil is not contaminated. It was noted that there is a lot of organic material mixed with the soil and that it would be very difficult to compact.

Q: Could a French drain be used to dry the soil in the basin out?

A: Herb Lemaster stated that it is possible but would take too long to completely dry out.

Q: Will we be undercutting soil past the point of drainage [*regarding dewatering*]?

A: Herb Lemaster stated that the elevation where the 4" drainage pipe connects to the drainage structure will be lowest grade. Undercutting past the point of drainage is not anticipated. Rick Day stated that as it is a detention basin, dewatering is likely. Contractor must also consider that all water which is pumped out must be filtered before it can be released. Herb Lemaster stated that 4" drain line could act as filter if cleaned out. Herb Lemaster stated that dewatering will be included in the lump sum price of Erosion and Sediment Control.

Q: What are the work hours?

A: Herb Lemaster stated that work hours will be 8-6 Mon-Fri. Written approval from Owner is required for work to be performed outside of these hours.

Permitting, Inspection, and Enforcement Procedures for Erosion, Sediment, and Stormwater Control on Division of Water Quality Capital Construction Projects

DWQ Remedial Measures Plan Projects
DWQ RMP Program Manager: Bob Peterson
DWQ Project Manager: Varies
Construction Contract Administrators (CA): DWQ Consultants
Resident Project Representative (RPR): DWQ Consultants
ESC Plan Reviewer: DWQ Stormwater Section – Amad Al-Humadi
Land Disturbance Permit (LDP) Issuer: DOE New Development
Erosion and Sediment Control Compliance Inspector: RPR
Accela Data Entry: DWQ Compliance & Monitoring (C&M) – Richard Lamey, Kevin Lyne
Land Disturbance Permit (LDP) Permittee: Contractor

DWQ Wastewater Treatment Plant Capital Projects
DWQ Plant Engineer: Tiffany Rank
DWQ Project Manager: Varies
Construction Contract Administrators (CA): Rick Day, Ben Clements, Rick Bowman
Resident Project Representatives (RPR): Varies
ESC Plan Reviewer: DWQ Stormwater Section – Amad Al-Humadi
Land Disturbance Permit (LDP) Issuer: DOE New Development
Erosion and Sediment Control Compliance Inspector: RPR
Accela Data Entry: DWQ Compliance & Monitoring (C&M) – Richard Lamey, Kevin Lyne
Land Disturbance Permit (LDP) Permittee: Contractor

DWQ Stormwater and Water Quality Capital Projects:
DWQ Section Managers: Greg Lubeck or Jennifer Carey
DWQ Project Manager: Varies
Construction Contract Administrator (CA): Rick Day
Resident Project Representatives (RPR): Richard Hall
ESC Plan Reviewer: DWQ Stormwater Section – Amad Al-Humadi
Land Disturbance Permit (LDP) Issuer: DOE New Development
Erosion and Sediment Control Compliance Inspector: RPR
Accela Data Entry: DWQ Compliance & Monitoring (C&M) – Richard Lamey, Kevin Lyne
Land Disturbance Permit (LDP) Permittee: Contractor

Inspection Procedures for the Resident Project Representative

Monthly Field Inspection (two times a month if crossing a stream or in a floodplain):

1. Ensure the LFUCG Land Disturbance Permit and KYR10 Permit are posted at the site
2. Ensure SWPPP/ESC Plan is available for review
3. Ensure that the weekly and rain event completed inspection forms are available for review
4. Walk the perimeter of the entire site
5. Note downgradient controls:
    - Inspect ditches and sheet flow areas
    - Silt fences working?
    - Ditches vegetated / stabilized?
    - Significant sediment discharges?
6. Walk around internal disturbed areas
    - Idle for more than 14 days . . . stabilized?
7. Inspect all inlets and ditches
    - Inlets protected, ditches stabilized?
8. Check out material / fuel storage areas
    - Spills? Leaks? Leaching pollutants? Litter / waste managed?
9. Inspect concrete washout(s)
10. Inspect the construction entrance / exit
11. Inspect the 50-foot vegetative buffer strip adjacent to waterways. The buffer strip must be stabilized within 24 hours of any approved construction activity in the buffer strip.
12. Communicate inspection findings to Contractor, note issues that need attention
13. Complete the LFUCG inspection checklist
14. Submit an electronic copy of the completed checklist to the Project Manager and DWQ C&M. DWQ C&M will enter it into Accela
15. Inspect the site the next working day after a storm event of 0.5 inches or greater. Complete the inspection checklist and submit a copy to the Project Manager

Important Items for the Permittee / Contractor / RPR to Verify:

- Posted permits, plans, and inspection reports
- Graded / inactive areas stabilized with seed, mulch, blankets, mats, etc.
- Stabilized, non-eroding ditches
- Maintained silt fences and protected curb / drop inlets
- No mud on the street
- Trash and litter managed
- No disturbance in the 50-foot buffer zone adjacent to streams, wetlands, sinkholes, and inlets, unless approved; areas within the 50-foot buffer must be stabilized within 24 hours

Enforcement Procedures

1. The Contractor will be paid for erosion and sediment control based upon a schedule of values established within the Measurement and Payment section of the specifications (e.g., 25% paid once initial ESCs have been installed and LDP obtained, 50% paid in equal monthly payments for maintenance over the construction period, 25% paid for removal of ESCs and final stabilization). The intent of this provision is to pay the Contractor for ESC maintenance for each month that the BMPs are maintained and functioning properly.
2. When the RPR identifies ESC deficiencies, the RPR shall issue a verbal warning to the Contractor to address the deficiencies. If the deficiencies are not addressed after two verbal warnings, the RPR shall notify the Construction Contract Administrator of the deficiencies. In some cases, the Construction Contract Administrator should be notified immediately. **Refer to the attached Compliance Assistance Guidance for RPRs.**
3. The Construction Contract Administrator shall prepare a written summary of the deficiencies referred by the RPR, and shall notify the Project Manager that additional enforcement measures are needed to achieve compliance.
4. The Project Manager shall use all available means in the contract to obtain compliance, including:
    a. withholding payment
    b. notifying the Contractor that LFUCG intends to initiate the process for declaring that the Contractor is in default of the contract and specifying a deadline for addressing the ESC deficiencies
    c. initiating the process for calling the ESC Performance Bond
    d. issuing Notices of Violation (NOVs)
    e. stopping work

Compliance Assistance Guidance for DWQ Capital Project Inspectors

Observed Condition	Verbal Warning to Correct within 3-5 days (See Note 1)	Verbal Warning to Correct within 24 hours (See Note 1)	Notify Contract Administrator Immediately to Ensure Compliance
Construction Entrance to Public Road	Rock pad poorly installed/maintained	Rock pad not installed	
	Small amount of sediment on road	Rock pad completely covered with soil	
		Significant amount of sediment on road	
Unstabilized Areas	Flat inactive disturbed areas not stabilized in 14 days	Ditches not stabilized immediately after construction	
		Disturbed, inactive slopes not stabilized within 14 days	Disturbed, inactive slopes above waterways, wetlands, floodplains, critical areas not stabilized within 24 hours
Inlet Protection	Sediment needs to be removed around inlet protection	Curb inlet protection not in place or improperly installed	Discharge of concrete wash water, chemicals, other pollutants into inlets, streams, wetlands, etc.
Silt Fencing	Does not match SWPPP/ESC Plan but critical areas and roads are protected	Silt fence not installed per plan and critical areas and roads are not protected	
	Does not comply with Stormwater Manual but is functional	Blowouts have occurred with discharge of sediment to critical areas	Large quantities of sediment in critical areas
	Needs maintenance/repair, but is not near an inlet or surface water	Not trenched in, is not functional	
		Silt fence needs repairs in critical areas	
Soil Stockpiles	No perimeter controls, downstream BMPs in place	No perimeter controls, downstream BMPs not in place	
Permit Violations		Permit expired	Site not permitted (No LDP or KDOW NOI)
		Permit not posted or available on site	
		Contact name/phone not posted	
		No self-inspection reports; reports not on site	
		Self-inspection reports not current	
		SWPPP/ESC Plan not on site	
			Unapproved construction activities in 50-foot buffer zone around sinkholes, streams, wetlands, etc.
			Construction has started, BMPs not installed

1. Refer issue to Contract Administrator after 2nd Verbal Warning.
2. Critical areas are streams, wetlands, sinkholes, and inlets.

Policy for Storing Construction Material in the Floodway
Division of Water Quality Capital Projects
February 21, 2019

1. Excavated residual spoils from trench excavation may be stored in the floodway or floodway fringe under the following conditions:
    a. Spoil material may be stored no longer than 30 days in the floodway. Any material in the floodway after 30 days shall be removed.
    b. Spoil material may be stored in the floodway fringe (the area in the floodplain that is outside of the floodway) no longer than 180 days.
    c. Spoils material stored in the floodway or floodway fringe shall be enclosed by reinforced silt fence (Coir logs are not acceptable). Diversion berms/ditches should be constructed upslope of stockpiles to minimize run-on water.
    d. Any evidence of erosion of the stored material shall be immediately mitigated.
2. Construction materials stored in the floodway shall be anchored to prevent floatation or displacement during a flood event.
3. Fuel tanks, lubricants, fertilizer, and chemicals products or other potentially hazardous materials shall not be stored in the floodway or floodway fringe.
4. Prior to beginning construction, the contractor shall submit a Spoils Management Plan to LFUCG for review and acceptance and keep the plan on site at all times.

Attendees List

Firethorn Detention Basin Improvements

Pre-Bid Meeting
6/7/2019

NAME	ORGANIZATION	PHONE #	E-MAIL ADDRESS
RYAN PATHFON	TETRA TECH	812.470.0113	ryan.pathfon@tetratech.com
Jason Martin	LFUCG	(859) 808-0020	jmartin@lexingtonky.gov
RAY BARROW	WOOLRIDGE	812-246-1859	RAY@WOOLRIDGECONSTRUCTIONGROUP.COM
Jennifer Carey	LFUCG DWQ	425-2482	jcarey@lexingtonky.gov
Brian Mahan	LFUCG	258-3325	brianm@lexingtonky.gov
Lucy Pacholik	Tetra Tech	(859)576-0903	lucy.pacholik@tetratech.com
Jeff Scrivner	LFUCG	859-425-2402	JScrivner@Lexingtonky.Gov
Thomas Dunlop	LFUCG		tdunlop@lexingtonky.gov
R. Day	"	509.319-2	rday2
Joe Karsner	Karsner Const	502 223-5000	KarsnerJoe@gmail.com
Robert Karsner	Karsner Const.	502-330-8435	bob.karsner@gmail.com

Initials by your name indicates attendance.

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 REQUIREMENTS

A. The Work to be done under this Contract and in accordance with these Specifications consists of furnishing all equipment, supervision, labor, skill, material and all other items necessary for the construction of the Firethorn Detention Basin Improvements.

B. The Contractor shall perform all work required for such construction in accordance with the Contract Documents and subject to the terms and conditions of the Contract, complete and ready for use.

C. The principal features of the Work to be performed under this Contract includes, but is not limited to:

1. Demolition of existing stormwater drainage trench and associated piping.

2. Installation of approximately 280 linear feet of new stormwater drainage trench and associated piping.

3. Repair of existing embankment.

4. Site grading.

5. Miscellaneous site improvements.

D. The foregoing description(s) shall not be construed as a complete description of all work required.

1.02 CONTRACT DOCUMENTS

A. Work to be done is shown on the set of Drawings entitled: Firethorn Detention Basin Improvements. The numbers and titles of all Drawings appear on the index sheet of the Drawings. All drawings so enumerated shall be considered an integral part of the Contract Documents as defined herein.

1.03 GENERAL ARRANGEMENT

A. Drawings indicate the extent and general arrangement of the work. If any departures from the Drawings are deemed necessary by the Contractor to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the Engineer for approval. No such departures shall be made without the prior written approval of the Engineer. Approved changes shall be made without additional cost to the Owner for this work or related work under other Contracts of the Project.

1.04 CONSTRUCTION PERMITS, EASEMENTS AND ENCROACHMENTS

A. The Owner shall obtain or cause to be obtained all permanent and temporary construction easements as shown on the Drawings or required for completion of the Work. The Contractor shall verify that these easements have been obtained and shall comply with the conditions set forth in each easement.

B. The Contractor shall obtain, keep current and pay all fees for any necessary construction permits from those authorities, agencies, or municipalities having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the Contractor's operations unless otherwise stated. Record copies of all permits shall be furnished to the Engineer.

C. When construction permits are accompanied by regulations or requirements issued by a particular authority, agency or municipality, it shall be the Contractor's responsibility to familiarize himself and comply with such regulations or requirements as they apply to his operations on this Project.

1.05 ADDITIONAL ENGINEERING SERVICES

A. In the event that the Engineer is required to provide additional engineering services as a result of substitution of materials or equipment by the Contractor which are not "or equal", or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the Owner.

B. In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Engineer's charges in connection with such additional services shall be charged to the Contractor by the Owner.

1.06 ADDITIONAL OWNER'S EXPENSES

A. In the event the Work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional engineering or inspection charges incurred by the Owner may be charged to the Contractor and deducted from the monies due him. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the Owner before assessing engineering and inspection charges against the Contractor.

B. Unless otherwise specifically permitted, the normal time of work under this Contract is limited to 40 hours per week, Monday through Friday. Work beyond these hours will result in additional expense to the Owner. Any expenses and/or damages, including the cost of the Engineer's on-site personnel, arising from the Contractor's operations beyond the hours and days specified above shall be borne by the Contractor. Any overtime work, as defined above as 40 hours per week, will require the Contractor to reimburse the Owner for the Engineer's on-site personnel at a rate of $80.00 per hour.

C. Charges assessed to the Contractor for additional engineering and inspection costs will be determined based on actual hours charged to the job by the Engineer. Daily rates will depend on the number and classifications of employees involved, but in no case shall such charges exceed $500 per day for field personnel based on an eight hour workday. Additional charges will apply if multiple personnel are needed or if engineering time is required as part of the work outside the contract times.

D. Charges for additional Owner's expenses shall be in addition to any liquidated damages assessed in accordance with the Contract.

1.07 TIME OF WORK

A. The normal time of work for this Contract is limited to 40 hours per week and shall generally be between the hours of **8:00 a.m. and 6:00 p.m., Monday through Friday**. The Contractor may work beyond these hours or on weekends with written approval from the Owner provided that all costs incurred by the Owner for any additional engineering shall be borne by the Contractor. The Owner shall deduct the cost of additional engineering from monies due the Contractor.

B. If it shall become imperative to perform work outside of the normal working hours the Owner and Engineer shall be informed a reasonable time in advance of the beginning of such work.

Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the Contractor.

C. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy or freezing weather. Only such work as will not suffer injury to workmanship or materials will be permitted. Contractor shall carefully protect his work against damage or injury from the weather, and when work is permitted during freezing weather, he shall provide and maintain approved facilities for heating the materials and for protecting the finished work.

1.08 SURVEYS AND LAYOUT

A. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as directed by the Engineer. Contractor shall be responsible for confirming locations and elevations of existing site utilities, site improvements and grades. Elevations of existing ground and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake out survey shall be referred immediately to the Engineer for interpretation or correction.

B. All survey work for construction control purposes shall be made by the Contractor at his expense. The Contractor shall provide a Licensed Surveyor as Chief of Party, competently qualified survey party, all necessary instruments, stakes, and other materials to perform the work.

C. Contractor shall establish all baselines for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work. Based upon the information provided by the Contract Drawings, the Contractor shall develop and make all detail surveys necessary for construction, including stakes for all working points, lines and elevations.

D. Contractor shall have the responsibility to carefully preserve the bench marks, reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

E. Existing or new control points, property markers and monuments that will be or are destroyed during the normal causes of construction shall be reestablished by the Contractor and all reference ties recorded therefore shall be furnished to the Engineer. All computations necessary to establish the exact position of the work shall be made and preserved by the Contractor.

F. The Engineer may check all or any portion of the work and the Contractor shall afford all necessary assistance to the Engineer in carrying out such checks. Any necessary corrections to the work shall be immediately made by the Contractor. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of his work.

G. At completion of the work, the Contractor shall furnish Record Drawings indicating the final layout of all constructed piping and structures and finished grades constructed or changed as part of this work.

1.09 FIRE PROTECTION

A. Contractor shall take all necessary precautions to prevent fires at or adjacent to the work and shall provide adequate facilities for extinguishing fires which do occur. Burning shall not be permitted on site.

B. When fire or explosion hazards are created in the vicinity of the work as a result of the locations of fuel tanks or similar hazardous utilities or devices, the Contractor shall immediately alert the local Fire Marshal, the Engineer, and the Owner of such tank or device. The Contractor shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshal

and shall cooperate with the Owner of the tank or device to prevent the occurrence of fire or explosion.

1.10 CHEMICALS

A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, or reactant of other classification, must show approval of either the EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with all applicable rules and regulations.

1.11 FIRST AID FACILITIES AND ACCIDENTS

A. First Aid Facilities

1. The Contractor shall provide at the site such equipment and facilities as are necessary to supply first aid to any of his personnel who may be injured in connection with the work.

B. Accidents

1. The Contractor shall promptly report, in writing, to the Engineer and Owner all accidents whatsoever out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage, giving full details and statements of witnesses.

2. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Owner and the Engineer.

3. If any claim is made by anyone against the Contractor or a Subcontractor on account of any accidents, the Contractor shall promptly report the facts, in writing, to the Engineer and Owner, giving full details of the claim.

1.12 ULTIMATE DISPOSITION OF CLAIMS BY ONE CONTRACTOR ARISING FROM ALLEGED DAMAGE BY ANOTHER CONTRACTOR

A. During the progress of the Work, other Contractors may be engaged in performing other work or may be awarded other Contracts for additional work on this project. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other Contractors and the Contractor shall fully cooperate with such other Contractors and carefully fit its own work to that provided under other Contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

B. If the Engineer shall determine that the Contractor is failing to coordinate his work with the work of the other Contractors as the Engineer directed, then the Owner shall have the right to withhold any payments otherwise due hereunder until the Contractor completely complies with the Engineer's directions.

C. If the Contractor notifies the Engineer in writing that another Contractor is failing to coordinate his work with the work of this Contract as directed, the Engineer will promptly investigate the charge. If the Engineer finds it to be true, he will promptly issue such directions to the other Contractor with respect thereto as the situation may require. The Owner, the Engineer, nor any of their agents shall not, however, be liable for any damages suffered by the Contractor by reason of the other Contractor's failure to promptly comply with the directions so issued by the Engineer, or by reason of another Contractor's default in performance, it being understood that the Owner does not guarantee the responsibility or continued efficiency of any Contractor.

D. The Contractor shall indemnify and hold the Owner and the Engineer harmless from any and all claims of judgments for damages and from costs and expenses to which the Owner may be

subjected or which it may suffer or incur by reason of the Contractor's failure to promptly comply with the Engineer's directions.

E. Should the Contractor sustain any damage through any act or omission of any other Contractor having a Contract with the Owner for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a Subcontractor of such Contract, the Contractor shall have no claim against the Owner or the Engineer for such damage, but shall have a right to recover such damage from the other Contractor under the provision similar to the following provisions which have been or will be inserted in the Contracts with such other Contractors.

F. Should any other Contractor having or who shall hereafter have a Contract with the Owner for the performance of work upon the site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any Subcontractor of the Contractor, the Contractor agrees to reimburse such other Contractor for all such damages and to defend at his own expense any suit based upon such claim and if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and shall indemnify and hold the Owner harmless from all such claims.

G. The Owner's right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in the Contract, or by the exercise of any other remedy provided for by Contract Documents or by law.

1.13 LIMITS OF WORK AREA

A. The Contractor shall confine his construction operations within the Contract limits shown on the Drawings and/or property lines and/or fence lines. Storage of equipment and materials, or erection and use of sheds outside of the Contract limits, if such areas are the property of the Owner, shall be used only with the Owner's approval. Such storage or temporary structures, even within the Contract's limits, shall not be placed on properties designated as easements or rights-of-way unless specifically permitted elsewhere in the Contract Documents.

B. The Contractor shall secure, insure, maintain, rent/lease, and restore staging area.

C. The Contractor shall provide Engineer and Owner copy of agreement with landowner of staging areas.

1.14 WEATHER CONDITIONS

A. No work shall be done when the weather is unsuitable. The Contractor shall take necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to floods, driving rain, or wind, and snow storms. The Owner reserves the right, through the opinion of the Engineer, to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the Project. The Contractor shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the Owner for damage to the work from weather elements.

1.15 PERIODIC CLEANUP: BASIC SITE RESTORATION

A. During construction, the Contractor shall regularly remove from the site of the work all accumulated debris and surplus materials of any kind which result from his operations. Unused equipment and tools shall be stored at the Contractor's staging area for the Project.

B. As the work involves installation of sewers, drains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the Contractor shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to the basic condition which will permit resumption of pedestrian or

vehicular traffic and any other critical activity or functions consistent with the original use of the land. The requirements for temporary paving of streets, walks, and driveways are specified elsewhere. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

C. The Contractor shall maintain on-site a mechanical broom to immediately remove any material that may be deposited on adjacent roads.

D. The Contractor shall perform the cleanup work on a regular basis and as frequently as ordered by the Engineer/Owner. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Engineer, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.

E. Upon failure of the Contractor to perform periodic cleanup and basic restoration of the site to the Engineer's satisfaction, the Owner may, upon five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the Owner, cause such work for which the Contractor is responsible to be accomplished to the extent deemed necessary by the Engineer, and all costs resulting therefrom shall be charged to the Contractor and deducted from the amounts of money that may be due him.

1.16 USE OF FACILITIES BEFORE COMPLETION

A. The Owner reserves the right to enter the site and use any portion of the constructed facilities before final completion of the whole work to be done under this Contract. However, only those portions of the facilities which have been completed to the Engineer's satisfaction, as evidenced by his issuing a Certificate of Substantial Completion covering that part of the work, shall be placed in service.

B. It shall be the Owner's responsibility to prevent premature connections to or use of any portion of the installed facilities by private or public parties, persons or groups of persons, before the Engineer issues his Certificate of Substantial Completion covering that portion of the work to be placed in service.

C. Consistent with the approved progress schedule, the Contractor shall cooperate with the Owner, his agents, and the Engineer to accelerate completion of those facilities, or portions thereof, which have been designated for early use by the Owner.

1.17 CONTINUOUS OPERATION

A. The existing system must be maintained in continuous operation in such a manner that it meets all local, state, and federal requirements. The Contractor is responsible not to deactivate, demolish, or interfere with any system until a temporary or new permanent-like system has been installed and is operational. The Contractor is responsible for payment of all fines resulting from any action or inaction on his part or the part of his subcontractors during performance of the Work that is illegal.

B. The Contractor shall be responsible for maintaining the existing conveyance of all wastewater to the treatment plant throughout construction. If necessary, the Contractor shall utilize bypass pumping at no additional expense to the Owner. The Contractor must notify the Engineer and Owner of any bypass pumping in accordance with Section 01520 – 1.02 M.

1.18 SAFETY REGULATIONS & COMPLIANCE

A. The Contractor shall comply with OSHA (P.L. 91-596) and the Contract Work Hours and Safety Standards Act (P.L. 91-54). Contractor must also comply with Title VI of the Civil Rights Act of 1964.

PART 2 – PRODUCT

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01015 - WORK SEQUENCE

PART 1 - GENERAL

1.01 WORK INCLUDED

A. The Contract shall conform to all miscellaneous requirements as contained in the Contract.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. General Conditions: Section 00700

B. Summary of Work: Section 01010

C. Coordination: Section 01040

PART 2 – PRODUCT

2.01 MATERIALS

A. The Contractor shall comply with the Specifications for the type of work to be done.

PART 3 – EXECUTION

3.01 SEQUENCE OF CONSTRUCTION OPERATIONS

The Contractor shall submit to the Engineer for review and acceptance a complete schedule (progress chart) of his proposed sequence of construction operations prior to commencement of Work. However, the Engineer shall not accept a construction schedule that fails to utilize the entire time allocated for the construction of the project. The Contractor shall schedule the various construction activities to complete the project throughout the entire allotted time period. This schedule requirement in no way prevents the Contractor from completing the project in a shorter time frame than scheduled. The construction schedule along with a cost breakdown schedule shall be submitted and approved by the Owner prior to the submittal of the first partial payment request in accordance with the general conditions. A revised construction schedule shall be submitted to the Owner with each pay request. This revised schedule must be approved by the Owner prior to payment.

END OF SECTION

SECTION 01025 – MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

A. This section identifies the method of measurement and payment for the various construction items listed in the Bid form of these Specifications.

B. The following measurement and payment may include description for more items than those shown on the Bid form. It is the intent of this section to provide a measurement and payment description for each item on the Bid form. If none is available, a request should be made to the Engineer for a clarification prior to Bid.

C. The unit price Bid for each of the items of the Bid form shall include the cost of all the labor, materials, and equipment necessary to install these items at the location shown on the Drawings and in accordance with the details shown on the Drawings or Specified. In addition, the cost shall include all construction necessary to complete the installation which is not covered by other items of the Bid form and shall be considered incidental to and included in those pay items.

PART 2 - PRODUCTS

2.01 MOBILIZATION

A. Measurement shall be on the lump sum basis. In no case shall the lump sum unit price exceed two percent (2.0%) of the total Bid amount.

B. This item includes all costs incurred for moving equipment onto the Project area and any pertinent costs related thereto.

C. Payment will be on the basis of the unit price Bid for the item.

2.02 GENERAL CONDITIONS

A. Measurement shall be on the lump sum basis. In no case shall the lump sum unit price exceed two percent (2.0%) of the total Bid amount.

B. This item includes insurance, Performance, Payment and Warranty bonds, establishing and providing temporary utilities, setting up field offices, and any other items required under bidding requirements, Contract forms, and conditions of the Contract.

C. Payment will be on the basis of the unit price Bid for the item.

2.03 DEMOBILIZATION

A. Measurement shall be on the lump sum basis. In no case shall the lump sum unit price be less than one percent (1.0%) of the total Bid amount.

B. This item includes all costs incurred for removing equipment and materials from the Project area and any pertinent costs related thereto.

C. Payment will be on the basis of the unit price Bid for the item.

2.04 EROSION AND SEDIMENT CONTROL

A. Measurement shall be on a lump sum basis.

B. Work under this item includes the all labor, equipment, materials, and any other incidentals required to complete any erosion and sediment control as shown on plans, described herein, or as required to fulfill the requirements of the Contractor's SWPPP and stormwater BMP. This item includes any and all costs related to the Erosion and Sediment Control maintenance. Additionally, this item includes all costs necessary for the development of the Contractor's SWPPP and Stormwater BMP.

C. Payment will be on the basis of the unit price Bid for the item.

2.05 SURVEYING AND CONSTRUCTION STAKING

A. Measurement shall be on the lump sum basis.

B. This item includes surveying for the purpose of calculating lengths, areas, and volumes for payment, and construction staking to indicate construction as shown on the Drawings and preparing record documents.

C. Payment will be on the basis of the unit price Bid for the item.

2.06 EARTHWORK

A. Measurement shall be on a lump sum basis.

B. Work under this item includes all excavation, fill material, disposal of excess cut material, compaction, materials, equipment, cleanup, labor and any other necessary site development and incidentals for the earthwork as shown on Drawings.

C. Payment will be on the basis of the unit price Bid for the item.

2.07 CLEARING AND GRUBBING

A. Measurement shall be on the basis of acres.

B. Work under this item includes the removal and disposal of the existing vegetation and trees to be disturbed by construction and stockpiling of topsoil from areas to be disturbed.

C. Payment will be on the basis of the unit price Bid per acre.

2.08 UNSUITALBE SOIL REMOVAL / REPLACEMENT

A. Measurement shall be on the basis of cubic yards.

B. This item includes all labor, materials, and equipment necessary to remove unsuitable soil for proper disposal off-site and replacement with acceptable fill material in accordance with the Specifications and Drawings.

C. Payment will be on the basis of the unit price Bid per cubic yard, complete removal and legal disposal of unsuitable soil.

2.09 EXCAVATION OF EXISTING TRENCH

A. Measurement shall be on a lump sum basis.

B. Work under this item includes all excavation, equipment, labor, backfill, legal disposal, cleanup and any other incidentals for a complete removal of the existing stormwater drainage trench, including piping.

C. This item includes the removal of existing perforated PVC pipe, disconnection of pipe to existing riser, removal of associated fittings (where necessary), and any other incidentals to remove existing pipe in accordance with the Specifications and Drawings.

D. Payment will be on the basis of the unit price Bid for the item, complete removal and legal disposal.

2.10 FINAL GRADING

A. Measurement shall be on a lump sum basis.

B. Work under this item includes all labor, materials, and equipment for final grading, and placement of topsoil for all disturbed areas as shown on Drawings.

C. Payment will be on the basis of the unit price Bid for the item.

2.11 REVEGETATION

A. Measurement shall be on the basis of acres.

B. The item includes soil conditioning and preparation, seed, fertilizer, lime, erosion control blanket installation, and all other labor and equipment to restore vegetation to the Project site in accordance with Specifications.

C. Payment will be on the basis of unit price Bid per acre.

2.12 NO. 57 CRUSHED STONE (CONSTRUCTION DRIVEWAY)

A. Measurement shall be on a per unit basis of tons according to delivery tickets of haul trucks. The Engineer or his representative must be presented a copy of the ticket at the time of delivery.

B. This item includes all labor, materials, and equipment to haul the No. 57 stone from quarry and install the No. 57 stone as indicated on the Drawings.

C. Payment will be on the basis of the unit price Bid per ton. Excess stone delivered to the site that is not incorporated in the Work will <u>not</u> be paid.

2.13 CLASS II CHANNEL LINING

A. Measurement shall be on a per unit basis of tons according to delivery tickets of haul trucks. The Engineer or his representative must be presented a copy of the ticket at the time of delivery.

B. This item includes all labor, materials, and equipment to haul the Class II Channel Lining stone from quarry and install as specified and as shown on the Drawings.

C. Payment will be on the basis of the unit price Bid per ton. Excess stone delivered to the site that is not incorporated in the Work will not be paid.

2.14 NO. 2 CRUSHED STONE (STORMWATER DRAINAGE TRENCH)

A. Measurement shall be on a per unit basis of tons according to delivery tickets of haul trucks. The Engineer or his representative must be presented a copy of the ticket at the time of delivery.

B. This item includes all labor, materials, and equipment to haul the No. 2 stone from quarry and placement of the stone for bedding and stabilization of the stormwater drainage trench as shown on the Drawings

C. Payment will be on the basis of the unit price Bid per ton. Excess stone delivered to the site that is not incorporated in the Work will not be paid.

2.15 4-INCH PERFORATED PVC STORM DRAINAGE PIPING

A. Measurement shall be on the basis of lineal foot along the centerline of the pipe installed.

B. This item includes the perforated PVC pipe, jointing of pipe, connection of pipe to existing riser, fittings (where necessary), laying pipe to grade, and any other incidentals to install pipe in accordance with the Specifications and Drawings. Any necessary fittings are considered incidental to this item.

C. Payment will be on the basis of unit price Bid per lineal foot.

2.16 8 OZ./YD.^{2} NON-WOVEN GEOTEXTILE

A. Measurement shall be on the basis of square yards of geotextile installed based on estimated quantities per linear foot of the installed stormwater drainage trench and under the outlet protection stone as shown on the Drawings. Excess or waste material will not be included in the measurement.

B. This item includes all labor, materials, and equipment to transport the geotextile to the job site, place the geotextile, extend the geotextile up to trench walls and overlap the geotextile, join sections of geotextile where necessary, and any other incidentals to make a complete filtration/separation layer for the stone as specified and as shown on the Drawings.

C. Payment will be on the basis of the unit price Bid per square yard of geotextile installed.

2.17 TRASH RACK

A. Measurement shall be on a lump sum basis.

B. This item includes all labor, material, and equipment to install trash rack in accordance with the Specifications and Drawings.

C. Payment will be on the basis of the unit price Bid for the item.

2.18 SITE RESTORATION (CURB / SIDEWALK REPAIR / REPLACEMENT)

A. Measurement shall be on a lump sum basis.

B. This item includes excavation, material, hauling, disposal, equipment, labor, cleanup, and any other incidentals for complete repair or replacement of all curbs, sidewalks, driveways, gutters, or other property that may be damaged by the Contractor during work activities.

C. Payment will be on the basis of the unit price Bid for the item.

2.19 ALLOWANCE: MISCELLANEOUS SITE IMPROVEMENTS

A. This is an undefined allowance for miscellaneous site improvements as requested by the Owner.

B. Payment will be on the basis of the approved item of work as agreed upon by the Owner. Cost shall include all labor, items, and materials necessary to complete the Work as requested.

C. Payment will be on the basis of the unit price for the item of Work approved by the Owner.

END OF SECTION

SECTION 01040 - COORDINATION

PART 1 - GENERAL

1.01 REQUIREMENTS

A. The Contractor shall allow the Owner or his agents, and other project Contractors or their agents, to enter upon the work for the purpose of constructing, operating, maintaining, removing, repairing, altering, or replacing such pipes, sewers, conduits, manholes, wires, poles, or other structures and appliances which may be required to be installed at or in the work. The Contractor shall cooperate with all aforesaid parties and shall allow reasonable provisions for the prosecution of any other work by the Owner, or others, to be done in connection with his work, or in connection with normal use of the facilities.

B. Each Contractor shall cooperate fully with the Owner, the Engineer, and all other Contractors employed on the Work, to effect proper coordination and progress to complete the project on schedule and in proper sequence. Insofar as possible, decisions of all kinds required from the Engineer shall be anticipated by the Contractor to provide ample time for inspection, or the preparation of instructions.

C. Each Contractor shall assume full responsibility for the correlation of all parts of his work with that of other Contractors. Each Contractor's superintendent shall correlate all work with other Contractors in the laying out of work. Each Contractor shall lay out his own work in accordance with the Drawings, Specifications, and instructions of latest issue and with due regard to the work of other Contractors.

D. Monthly general progress coordination meetings will be held at regularly scheduled times convenient for all parties involved. These meetings are in addition to specific meetings held for other purposes, such as special pre-installation meetings. Representation at each meeting by every party currently involved in coordination or planning for the work of the entire project is requested. Meetings shall be conducted in a manner that will resolve coordination problems. Results of the meetings shall be recorded and copies distributed to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

E. The Contractor shall be responsible for maintaining a minimum of 15 feet of clearance from all Kentucky Utility transmission and distribution wires during construction. The 15 foot clearance includes both horizontal and vertical clearance.

F. There shall be no disturbance of soil within 25 feet of any Kentucky Utilities transmission or distribution electrical poles.

G. Kentucky Utilities Distribution, Rodney Brock, shall be notified of any soil disturbance within 10 feet of a distribution pole.

H. The Contractor will be responsible for locating and protecting all fiber optics on-site. If the fiber optic is hit, contact Robert Bowman with LFUCG, DWQ 859-425-2456.

1.02 COORDINATION OF CRAFTS, TRADES, AND SUBCONTRACTORS

A. The Contractor shall coordinate the work of all crafts, trades and subcontractors engaged on the Work, and he shall have final responsibility in regard to the schedule, workmanship and completeness of each and all parts of the work.

B. Each Subcontractor is expected to be familiar with the General requirements and all sections of the detailed Specifications for all other trades and to study all Drawings and Specifications applicable to his work to the end that complete coordination between trades will be affected. Consult the Engineer if conflicts exist on the Drawings.

C. Contractor's Superintendent, or his designee who is employed by Contractor, must be on-site at all times when work is being performed, except for periods which will not exceed one hour.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01200 - PROJECT MEETINGS

PART 1 - GENERAL

1.01 PRECONSTRUCTION MEETING

A. A preconstruction meeting will be held after Award of Contract, but prior to starting work at the site. Contractor's Project Manager and Site Superintendent are required to attend, as are representatives of all major subcontractors. Progress schedule update shall be submitted in advance of each meeting.

1.02 PROGRESS MEETINGS

A. Progress meetings will be held monthly at the Division of Water Quality offices during the performance of the Work. Additional progress meetings may be called as progress of work dictates. Prior to each progress meeting, Contractor shall submit a progress report summarizing the work completed over the past month and providing a look ahead at the work to be done over the next month.

B. Minimum Agenda for meeting shall include:

1. Review and approve minutes of previous meetings.
2. Review progress of Work since last meeting.
3. Review proposed 30 day construction schedule.
4. Note and identify problems which impede planned progress.
5. Develop corrective measures and procedures to regain planned schedule.
6. Revise construction schedule as indicated and plan progress during next work period.
7. Maintaining of quality and work standards.
8. Complete other current business.
9. Schedule next progress meeting.

1.03 SPECIAL MEETINGS

A. Owner or Engineer may schedule special meetings at the site or at Division of Water Quality offices to resolve construction issues. Contractor and when appropriate, subcontractors, shall attend upon request. No additional compensation shall be paid for meeting attendance.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01210 - ALLOWANCES

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. This Section includes administrative and procedural requirements governing allowances. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Defined, allowances. Defined allowances include equipment, systems, or services that have been selected by the Owner from a designated supplier. These will be handled in accordance with paragraph 1.06 of this specification.

2. Undefined allowances. Undefined allowances are intended for work which has an unknown scope at the time of bidding. These will be handled in accordance with paragraph 1.07 of this specification.

C. The following allowances shall be included in the Contractor's bid:

1. Miscellaneous Site Improvements - $20,000

1.02 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.03 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, Contractor shall advise Engineer of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Engineer's request, obtain proposals for each allowance for use in making final selections and include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by the Engineer from the designated supplier.

1.04 SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Submit hourly rates, hours for performance of work, equipment rates, rental rates, if necessary, for use in fulfillment of each allowance.

D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.05 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.06 DEFINED ALLOWANCES

A. Defined allowances shall include cost to Contractor of specific products and materials ordered by the Contractor under allowance and shall include taxes, freight, and delivery to the project site. All actual costs shall be submitted to the owner for review.

B. Contractor's costs at the Project site for labor, installation, overhead and profit, and similar costs related to the equipment ordered under allowance shall be included as part of the Contract Sum and not part of the allowance.

C. Contractor shall not be allowed any markup of subcontractors work or materials under the allowances. Markup shall be included as part of the Contract sum and not part of the allowance.

1.07 UNDEFINED ALLOWANCES

A. Undefined allowances shall include work for which the scope is not yet determined. The allowance amount is not guaranteed and is solely for the purpose of determining an initial Contract Price.

B. Once the scope of work is defined, the Contractor shall present cost and schedule as listed in 1.04.A above.

1.08 UNUSED MATERIALS

A. Contractor shall be responsible for returning unused materials purchased under an allowance to the manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

B. When it is not economically practical to return material for credit, Contractor shall be responsible for preparing and delivering unused material to Owner's designated storage location. Otherwise, disposal of unused material shall be Contractor's responsibility.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.02 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

END OF SECTION

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.01 REQUIREMENTS

A. Progress Schedule

1. Within thirty (30) days after execution of the Agreement, but at least twenty (20) days prior to submitting the first application for a progress payment, the Contractor shall prepare and submit three (3) copies of his proposed progress schedule to the Engineer for review and approval.

2. If so required, the schedule shall be revised until it is approved by the Engineer.

3. The schedule shall be updated monthly, depicting progress to the last day of the month and three (3) copies submitted to the Engineer not later than the fifth day of the month with the application for progress payment.

4. The schedule shall be prepared in the form of a horizontal bar chart showing in detail the proposed sequence of the work and identifying construction activities for each structure and for each portion of work.

5. The schedule shall be time scaled, identifying the first day of each week. The schedule shall be provided with estimated dates for Early Start, Early Finish, Late Start and Late Finish as applicable. The work shall be scheduled to complete the Project within the Contract time. The Late Finish date shall equal the Contract Completion Date.

6. The schedule shall show duration (number of days) and float for each activity. Float shall be defined as the measure of leeway in starting or completing a scheduled activity without adversely affecting the project completion date established by the Contract Documents.

7. The updated schedule shall show all changes since the previous submittal.

8. All revisions to the schedule must be reviewed and commented on by the Engineer.

B. Equipment and Material Orders Schedule

1. Contractor shall prepare and submit three (3) copies of his schedule of principal items of equipment and materials to be purchased to the Engineer for review and approval.

2. If so required, the schedule shall be revised until it is approved by the Engineer.

3. The schedule shall be updated monthly and three (3) copies submitted to the Engineer not later than the fifth day of every month with the application for progress payment.

4. The updated schedule shall be based on the Progress Schedule developed under the requirements of Paragraph 1.01(A) of this Section.

5. The schedule shall be in tabular form with appropriate spaces to insert the following information for principal items of equipment and materials:

   a. Dates on which Shop Drawings are requested and received from the manufacturer.

   b. Dates on which certification is received from the manufacturer and transmitted to the Engineer.

c. Dates on which Shop Drawings are submitted to the Engineer and returned by the Engineer for revision.

d. Dates on which Shop Drawings are revised by manufacturer and resubmitted to the Engineer.

e. Date on which Shop Drawings are returned by Engineer annotated either "Furnish as Submitted" or "Furnish as Corrected".

f. Date on which accepted Shop Drawings are transmitted to manufacturer.

g. Date of manufacturer's scheduled delivery.

h. Date on which delivery is actually made.

C. Working Drawings

1. Within thirty (30) days after the Notice to Proceed, Contractor shall prepare and submit three (3) copies of his preliminary schedule of Working Drawing submittals to the Engineer for review and approval. If so required, the schedule shall be revised until it is approved by the Engineer.

2. Working Drawings include, but are not limited to, Shop Drawings, layout drawings in plan and elevation, installation drawings, etc. Contractor shall be responsible for securing all of the information, details, dimensions, Drawings, etc., necessary to prepare the Working Drawings required and necessary under this Contract and to fulfill all other requirements of his Contract. Contractor shall secure such information, details, Drawings, etc., from all possible sources including the Drawings, Working Drawings prepared by subcontractors, Engineers, suppliers, etc.

3. In the event that the Engineer is required to provide additional engineering services as a result of a substitution of materials or equipment by the Contractor, the additional services will be provided in accordance with Section 01010 - Summary of Work, and will be covered in supplementary or revised Drawings which will be issued to the Contractor. All changes indicated that are necessary to accommodate the equipment and appurtenances shall be incorporated into the Working Drawings submitted to the Engineer.

4. Shop Drawings and Manufactured Item Information

   a. Contractor shall submit for review by the Engineer Shop Drawings for all fabricated work and for all manufactured items required to be furnished by the Contract Documents.

   b. Structural and all other layout Drawings prepared specifically for the Project shall have a plan scale of not less than 1/4-inch = 1 foot.

   c. The submitted documents shall provide information indicating that the materials are in conformance with the Technical Specifications and Contract Documents.

   d. Where manufacturer's publications in the form of catalogs, brochures, illustrations or other data sheets are submitted in lieu of prepared Shop Drawings, such submittals shall specifically indicate the item for which approval is requested. Identification of items shall be made in ink, and submittals showing only general information are not acceptable.

5. Contractor Responsibilities

   a. All submittals from subcontractors, manufacturers or suppliers shall be sent directly to the Contractor for checking. Contractor shall thoroughly check all Drawings for accuracy and conformance to the intent of the Contract Documents. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors, manufacturers, or suppliers by the Contractor for correction before submitting them to the Engineer.

b. All submittals shall be bound, dated, properly labeled and consecutively numbered. Information on the label shall indicate Specification Section, Drawing number, subcontractors', manufacturer's or supplier's name and the name or type of item the submittal covers. Each part of a submittal shall be marked and tabulated.

c. Working Drawings shall be submitted as a single complete package including all associated drawings relating to a complete assembly of the various parts necessary for a complete unit or system.

d. Shop Drawings shall be submitted as a single complete package for any operating system and shall include all items of equipment and any mechanical units involved or necessary for the functioning of such system.

e. ALL SUBMITTALS SHALL BE THOROUGHLY CHECKED BY THE CONTRACTOR FOR ACCURACY AND CONFORMANCE TO THE INTENT OF THE CONTRACT DOCUMENTS BEFORE BEING SUBMITTED TO THE ENGINEER AND SHALL BEAR THE CONTRACTOR'S STAMP OF APPROVAL CERTIFYING THAT THEY HAVE BEEN SO CHECKED. SUBMITTALS WITHOUT THE CONTRACTOR'S STAMP OF APPROVAL WILL NOT BE REVIEWED BY THE ENGINEER AND WILL BE RETURNED TO THE CONTRACTOR. Any comments added to the drawings by the Contractor shall be done in green ink so as to denote any Contractor notes.

f. If the submittals contain any departures from the Contract Documents, specific mention thereof shall be made in the Contractor's letter of transmittal. Otherwise, the review of such submittals shall not constitute approval of the departure.

g. No materials shall be ordered, fabricated or shipped or any work performed until the Engineer returns to the Contractor the submittals, herein required, annotated either "Furnish as Submitted" or "Furnish as Corrected".

h. Where errors, deviations, and/or omissions are discovered at a later date in any of the submittals, the Engineer's prior review of the submittals does not relieve the Contractor of the responsibility for correcting all errors, deviations, and/or omissions.

6. Procedure for Review

a. Submittals shall be transmitted in sufficient time to allow the Engineer at least thirty (30) working days for review and processing.

b. Engineer prefers initial submittals be in electronic media for review. Once the submittal is reviewed, Contractor to provide two (2) paper hardcopies.

c. If Contractor does not have capability to submit electronic submittals, then Contractor shall submit a request to Engineer for waiver. In the event a waiver is granted, Contractor shall transmit two (2) prints of each submittal to the Engineer for review for all Drawings greater than 11-inches by 17-inches in size, as well as six (6) copies of all other material.

d. Submittal shall be accompanied by a letter of transmittal, in duplicate, containing date, project title, Contractor's name, number and titles of submittals, notification of departures and any other pertinent data to facilitate review.

e. Submittals will be annotated by the Engineer in one of the following ways:

"Furnish as Submitted" - no exceptions are taken.

"Furnish as Corrected" - minor corrections are noted and shall be made.

"Revise and Resubmit" - major corrections are noted and a resubmittal is required.

1.02 SAFETY ADVISORY

A. Scope: Sewer Installation

1. Maintaining jobsite safety
2. Maintaining traffic safety

B. LFUCG-funded projects have a contractual and legal obligation for performance and breech of contract in regard to the safety of all exposed personnel. Reference the Occupational Safety Health Administration (OSHA) Multi Employer Citation Policy: Multi-employer Worksites, The Creating Employer, The Exposing Employer, The Correcting Employer, The Controlling Employer, Multiple Roles.

C. The Contractor shall at all times conduct the work safely in order to assure a safe work site. The Contractor shall be responsible for the safety of the Contractor's employees, agents and subcontractors, Owner's personnel and all other personnel or persons at the work site. The Contractor shall be responsible for the adequacy and safety of all construction methods or procedures and the safe prosecution of the work.

D. The Contractor shall be responsible at all times to conduct the work and keep the work site in compliance with federal, state, and local safety Laws and Regulations, including but not limited to Occupational Safety and Health (OSHA) requirements. This includes shaft drilling operations, concrete moving and placement, confined space entry requirements for trench construction, including use of a trench box or other shoring to support trench walls and proper means of exit from an excavation.

E. The Contractor shall have an authorized and competent safety representative as defined above on the work site at frequent and regular intervals, or more often, as conditions require. Failure to have such a person at the site as specified herein constitutes an unsafe practice.

F. The Contractor shall be responsible to suspend Work whenever a Work method or procedure or condition at work site is unsafe.

G. The Contractor shall submit a written notification to the Owner of any accident or injury. Such notification shall include the Contractor's investigation and what measures are appropriate to avoid such accidents. Payment applications will not be authorized until such notice is provided.

H. Failure of the Contractor to comply with any provision of this Specification section or the Owner's safety requirements or any federal, state or local safety Laws and Regulations constitute just cause for the Owner to order suspension of Work.

I. None of the provisions of the section are intended to, nor shall be construed to, create any duty or responsibility on the Owner or Engineer to provide or enforce safety requirements of the Contractor. The duty, responsibility, and liability for safety shall remain with the Contractor.

1.03 AIR POLLUTION AND NOISE CONTROL

A. Contractor's vehicles and equipment shall be such as to minimize noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA standards and in no case will noise levels be permitted which interfere with the work of the Owner or others.

1. Construction activities will be limited to hours specified in Section 01010 – Summary of Work.

2. Construction equipment will be provided with intake silencers and mufflers, as required by safety standards.

3. All construction vehicles should be equipped with proper emissions control equipment.

4. Periodically check equipment and machinery for proper tuning to minimize exhaust emissions and noise.

1.04 DUST CONTROL

A. Contractor shall be responsible for controlling objectionable dust caused by his operation of vehicles and equipment, clearing or for any reason whatever. Contractor shall apply water or use other methods subject to the Engineer's approval which will keep dust in the air to a minimum. Dust control measures shall be implemented multiple times throughout each working day if necessary.

1.05 PEST AND RODENT CONTROL

A. Provide rodent and pest control as necessary to prevent infestation of construction or storage area.

1. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.

1.06 WATER CONTROL

A. Contractor shall comply with the Storm Water Pollution Prevention Plan (SWPPP) approved by LFUCG.

B. Provide methods to control surface water and water from excavations and structures to prevent damage to the Work, the site, or adjoining properties.

C. Provide, operate and maintain equipment and facilities of adequate size to control surface water.

D. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas and in conformance with all environmental requirements.

1.07 POLLUTION CONTROL

A. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.

B. Provide equipment and personnel, perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.

1. Excavate and dispose of any contaminated earth offsite, and replace with suitable compacted fill and topsoil.

C. Take special measures to prevent harmful substances from entering public waters.

1. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.

D. Provide systems for control of atmospheric pollutants.

1. Prevent toxic concentrations of chemicals.
2. Prevent harmful dispersal of pollutants into the atmosphere.

E. All Contractor's equipment used during construction shall conform to all current federal, state and local laws and regulations.

1.08 EROSION AND SEDIMENT CONTROL

A. See Section 02372 for erosion and sediment control requirements.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01570 - TRAFFIC REGULATION

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Construction parking control.

B. Flagmen.

C. Flares and lights.

D. Haul routes.

E. Removal.

1.02 RELATED SECTIONS

A. Section 01005 – Special Conditions

B. Section 01530 – Barriers

1.03 SUBMITTAL

A. Contractor to submit a Traffic Control Plan to the Engineer for review prior to the commencement of construction.

PART 2 - PRODUCTS

2.01 SIGNS AND DEVICES

A. Traffic Cones and Drums, Signage, Flares and Lights: as required/approved by federal, state, and local jurisdictions.

B. Flagman Equipment: as required by federal, state, and local jurisdictions.

C. All signs and control of traffic shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition, and safety requirements shall comply with the Permits Manual.

PART 3 - EXECUTION

3.01 CONSTRUCTION PARKING CONTROL

A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles and Owner's operations.

B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.

C. Prevent parking on or adjacent to access roads or in non-designated areas.

3.02 TRAFFIC CONTROL

A. Whenever and wherever, in the Engineer's opinion, traffic is sufficiently congested or public safety is endangered, Contractor shall furnish uniformed officers to direct traffic and to keep traffic off the highway area affected by construction operations.

B. Contractor shall abide by county and state regulations governing utility construction Work.

C. Traffic control shall be provided according to the Kentucky Department of Highways Manual on Uniform Traffic Control Devices for Streets and Highways and County requirements.

D. The Contractor shall be responsible for complying with appropriate temporary traffic control as described in the latest edition of the Manual on Uniform Traffic Control Devices, in accordance with the KYTC Encroachment Permit.

E. The Contractor shall advise the Engineer and KYTC District 7 Public Information Officer and local media of the location and duration of any proposed lane closures, a minimum of three (3) days prior to the closure. The KYTC District 7 Information Officer's contact information is NatashF.Lacy@ky.gov, or (859) 246-2355.

F. No more than one (1) traveled-lane shall be blocked or obstructed during normal working hours. All signs and flaggers during lane closures shall conform with the Manual on Uniform Traffic Control Devices.

G. No non-construction equipment or vehicles or office trailers shall be allowed on the right of way during working hours.

H. The right of way shall be left free and clear of equipment, material, and vehicles during non-working hours.

I. All workers within the right of way shall wear high-visibility safety apparel that meets the performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standards for Safety Apparel and Headwear."

3.03 FLAGMEN

Provide trained and equipped flagmen to regulate traffic when construction operations or traffic encroach on public traffic lanes.

3.04 FLARES AND LIGHTS

Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

3.05 HAUL ROUTES

A. Consult with authorities, establish public thoroughfares to be used for haul routes and site access.

B. Confine construction traffic to designated haul routes.

C. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.

3.06 REMOVAL

Remove equipment and devices when no longer required.

END OF SECTION

SECTION 01580 – PROJECT IDENTIFICATION AND SIGNS

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. The Contractor shall provide signs near the site of the Work. The sign shall set forth the description of the Work and the names of the Owner, Engineer, and Contractor.

PART 2 - PRODUCTS

2.01 IDENTIFICATION SIGN

A. Basic design shall be as shown in the sample on page 01580-2 below, and shall include at a minimum the names of the Project, the Owner, the Contractor, and the Engineer. This sign shall be 3' x 6' and provided and installed by the Contractor.

B. "Working Hard" sign (as shown on page 01580-3) shall be provided by the Owner and mounted and installed by the Contractor. Contractor shall provide posts and backing.

C. Colors shall be as selected by the Engineer.

D. Number Required: Two (2)

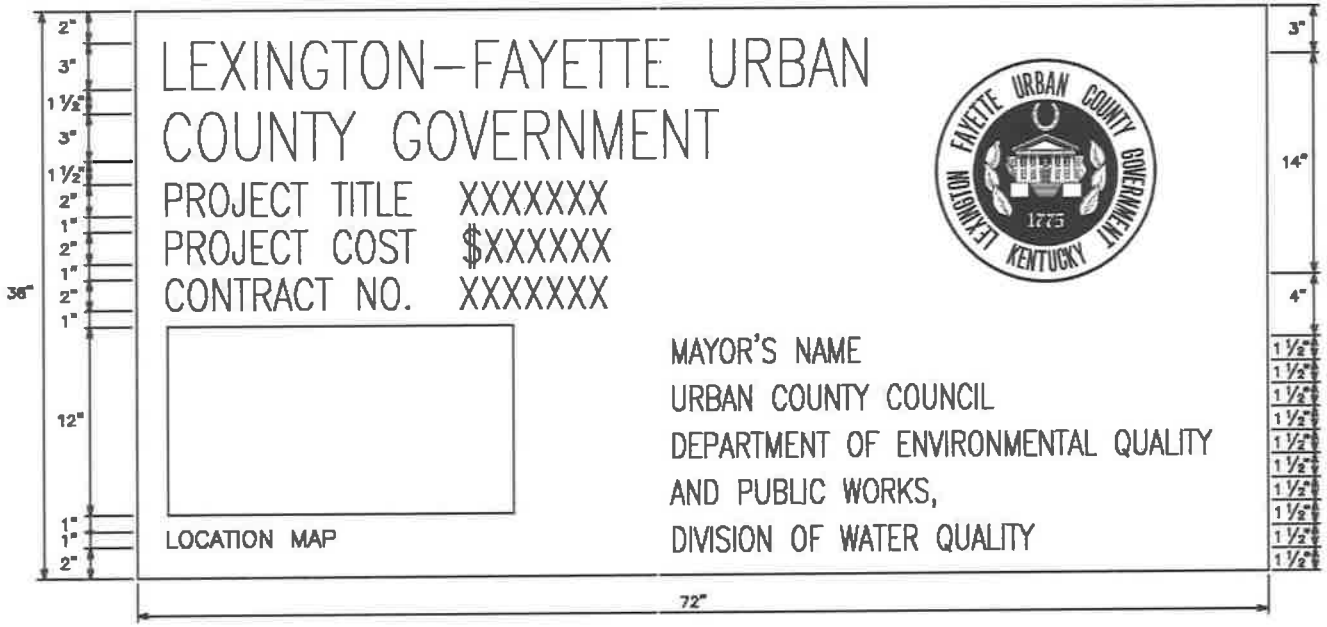
PART 3 - EXECUTION

3.01 INSTALLATIONS

A. Signs shall be installed at locations specified by the Engineer and installed in accordance with the detail below.

3.02 MAINTENANCE

A. The signs shall be maintained in good condition until the completion of the Project and then removed by the Contractor.

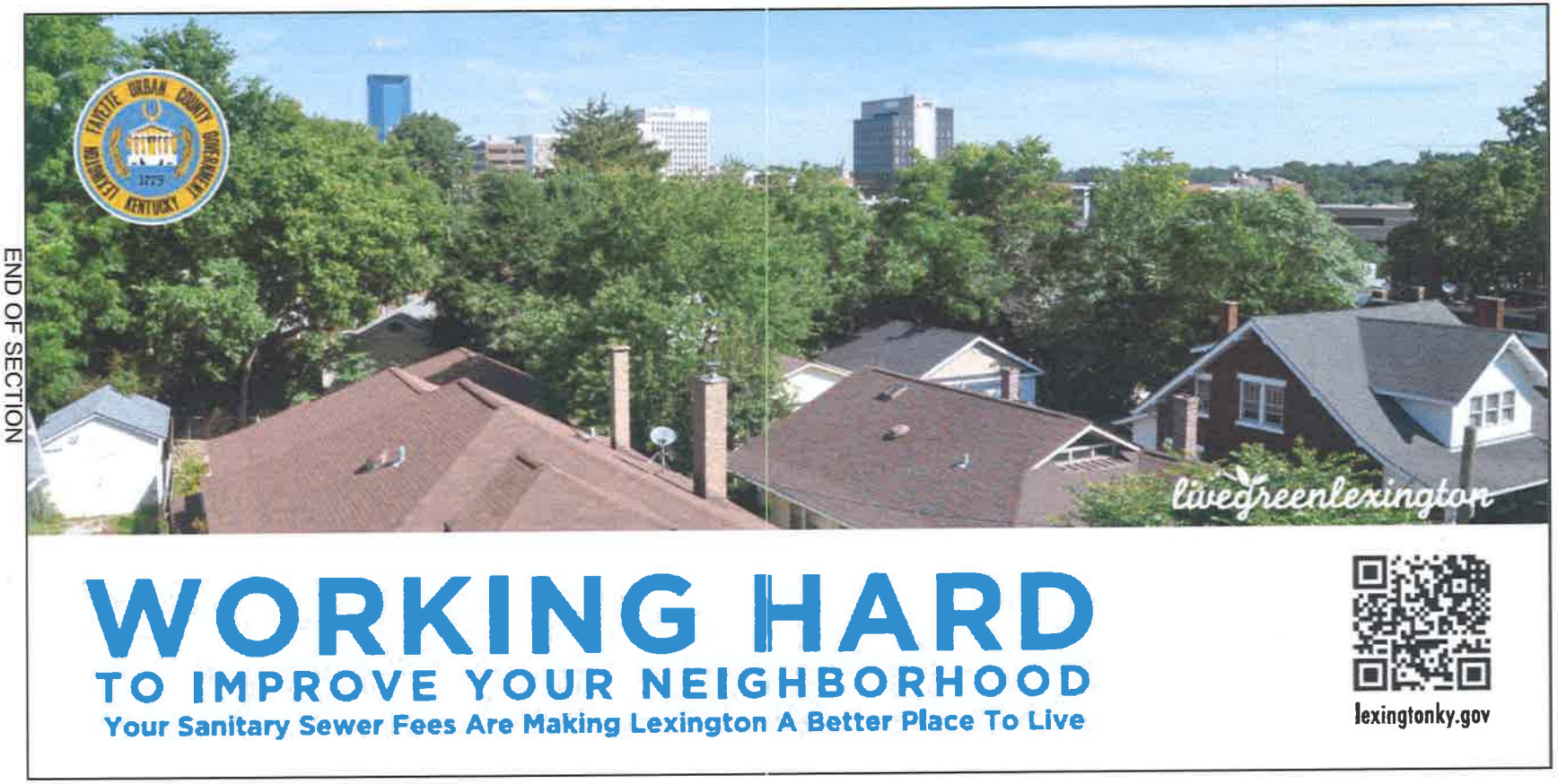


NOTES:

THIS SIGN SHALL BE:

1. FURNISHED AND ERECTED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE, IN ADDITION TO THE NORMAL WARNING AND REGULATORY SIGNS.
2. OF GOOD QUALITY EXTERIOR PLYWOOD OR OTHER APPROVED MATERIAL.
3. PAINTED WITH SOLID BLUE LETTERS ON A WHITE BACKGROUND.
4. UPDATED AS NEEDED TO INDICATE THE APPROPRIATE MAYOR'S NAME.
5. FRAMED AND BRACED SO AS TO REMAIN VERTICAL AND PLAINLY VISIBLE TO THE TRAVELING PUBLIC.
6. ERECTED PRIOR TO STARTING CONSTRUCTION WORK.
7. ERECTED AT EACH END OF THE PROJECT AT LOCATIONS DIRECTED BY THE ENGINEER AND AT OTHER LOCATIONS SPECIFIED ON THE PLANS OR IN THE PROPOSAL.
8. KEPT CLEAN AND IN GOOD CONDITION FOR THE DURATION OF THE CONSTRUCTION AS DIRECTED BY THE ENGINEER.
9. THE COST SHOWN APPLIES ONLY TO THE PORTION OF PROJECT UNDER CONSTRUCTION IN A CONTINUOUS SECTION. IN THE EVENT THE PROJECT CONSISTS OF MORE THAN ONE CONTINUOUS SECTION THE COST SHOWN SHALL BE FOR THE PARTICULAR SECTION WHERE WORK IS IN PROGRESS.

PUBLIC IMPROVEMENT SIGN EXHIBIT



END OF SECTION

SECTION 01631 - PRODUCTS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. General: Substitution of materials and/or equipment is defined in the General Conditions and more fully hereinafter.

B. Substitutions: The Contractor's requests for changes in the products, materials, equipment and methods of construction required by the Contract Documents are considered requests for "substitutions" and are subject to the requirements specified herein. The following are not considered as substitutions:

1. Revisions to the Contract Documents, where requested by the Owner and Engineer are considered as "changes" not substitutions.

2. Substitutions requested during the bidding period, which have been accepted prior to the Contract Date, are included in the Contract Documents and are not subject to the requirements for substitutions as herein specified.

3. Specified Contractor options on products and construction methods included in the Contract Documents are choices available to the Contractor and are not subject to the requirements for substitutions as herein specified.

4. Except as otherwise provided in the Contract Documents, the Contractor's determination of and compliance with governing regulations and orders as issued by governing authorities do not constitute "substitutions" and do not constitute a basis for change orders.

1.02 SUBMITTALS

A. The information required to be furnished for evaluation of product substitution will be as follows:

1. Performance capabilities, and materials and construction details will be evaluated based upon conformance with the Specifications. Products that do not conform with the Specification shall not be accepted.

2. Manufacturer's production and service capabilities, and evidence of proven reliability will be acceptable if the following is furnished.

   a. Written evidence that the manufacturer has not less than three (3) years of experience in the design and manufacture of the substitute product.

   b. Written evidence of at least one application, of a type and size similar to the proposed substitute product, in successful operation in a wastewater treatment plant or collection system for a period of at least one year.

   c. In lieu of furnishing evidence of a manufacturer's Experience and successful operation of an application of the product to be substituted, the Contractor has the option of furnishing a cash deposit or bond which will guarantee replacement if the product the furnished does not satisfy the other requirements specified in this section. The amount of each deposit or bond will be subject to the approval.

3. Specific reference to characteristics either superior or inferior to specified requirements will be evaluated based on their net effect on the project. Products with any characteristics inferior to those specified will not be acceptable unless offset by

characteristics that, in the opinion of the Engineer, will cause the overall effect of the product on the project to be at least equal to that of those specified.

1.03 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same generic kind, from a single source, for each unit of work.

B. Compatibility of Options: Compatibility of products is a basic requirement of product selection. When the Contractor is given the option of selecting between two or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also Contractor options. The complete compatibility between the various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor.

C. The detailed estimate of operating and maintenance costs will be evaluated based on comparison with similar data on the specified products. Proposed substitute products which have an operating and maintenance cost that, in the opinion of the Engineer, exceeds that of the specified products will not be considered equal and will not be acceptable.

D. All equipment provided under this Contract shall meet all the requirements of the Federal and/or State Occupational Health Acts. Each equipment supplier shall submit to the Engineer certification that the equipment furnished is in compliance with OSHA.

E. The design, testing, assembly and methods of installation of the wiring materials, electrical equipment and accessories proposed under this Contract shall conform to the National Electrical Code and to applicable State and local requirements. UL listing and labeling shall be adhered to under this Contract. Any equipment that does not have a UL, FM, CSA, or other listed testing laboratory label shall be furnished with a notarized letter signed by the supplier stating that the equipment furnished has been manufactured in accordance with the Nation Electrical Code and OSHA requirements. Any additional cost resulting from any deviation from code or local requirements shall be borne by the Contractor.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. General: Deliver, store, and handle products in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft. Control delivery schedules to minimize long-term storage at the site and to prevent overcrowding of construction spaces. In particular, coordinate delivery and installation to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

1. Deliver products to the site in the manufacturer's sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

2. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.

3. Store heavy materials away from the project construction in a manner that will not endanger the supporting construction.

PART 2 - PRODUCTS

2.01 GENERAL PRODUCT COMPLIANCE

A. General: Requirements for individual products are indicated in the Contract Documents; compliance with these requirements is in itself a Contract Requirement. These requirements may be specified in any one of several different specifying methods, or in any combination of these methods. These methods include the following:

1. Proprietary
2. Descriptive
3. Performance
4. Compliance with Reference Standards

Compliance with codes, compliance with graphic details and similar provisions of the Contract Documents also have a bearing on the review and approval outcome.

B. Procedures for Selecting Products: Contractor's options in selecting products are limited by requirements of the Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects.

2.02 SUBSTITUTIONS

A. Conditions: Contractor's request for substitution will be received and considered when extensive revisions to the Contract Documents are not required, when the proposed changes are in keeping with the general intent of the Contract Documents, when the request is timely, fully documented and properly submitted, and when one or more of the following conditions is satisfied, all as judged by the Engineer; otherwise the requests will be returned without action except to record non-compliance with these requirements.

1. The Engineer will consider a request for substitution where the request is directly related to an "or equal" clause or similar language in the Contract Documents.

2. The Engineer will consider a request for substitution where the specified product or method cannot be provided within the Contract Time. However, the request will not be considered if the product or method cannot be provided as a result of the Contractor's failure to pursue the work promptly or to coordinate the various activities properly.

3. The Engineer will consider a request for substitution where the specified product or method cannot receive necessary approval by a governing authority, and the requested substitution can be approved.

4. The Engineer will consider a request for a substitution where a substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. These additional responsibilities may include such considerations as additional compensation to the Engineer for redesign and evaluation services, the increased cost of other work by the Owner or separate contractors, and similar considerations.

5. The Engineer will consider a request for substitution when the specified product or method cannot be provided in a manner which is compatible with other materials of the work, and where the Contractor certifies that the substitution will overcome the incompatibility.

6. The Engineer will consider a request for substitution when the specified product or method cannot be properly coordinated with other materials in the work, and where the Contractor certifies that the proposed substitution can be properly coordinated.

7. The Engineer will consider a request for substitution when the specified product or method cannot receive a warranty as required by the Contract Documents and where the Contractor certifies that the proposed substitution receives the required warranty.

8. The Contractor shall reimburse the Owner any costs for review by the Engineer of proposed product substitutions which require major design changes, as determined by the Owner, to related or adjacent work made necessary by the proposed substitutions.

B. Work-Related Submittals: Contractor's submittal of and the Engineer's acceptance of shop drawings, product data or samples which relate to work not complying with requirements of the Contract Documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

2.03 GENERAL PRODUCT REQUIREMENTS

A. General: Provide products that comply with the requirements of the Contract Documents and that are undamaged and, unless otherwise indicated, unused at the time of installation. Provide products that are complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.

1. Standard Products: Where they are available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

2. Continued Availability: Where, because of the nature of its application, the Owner is likely to need replacement parts or additional amounts of a product at a later date, either for maintenance and repair or replacement, provide standard, domestically produced products for which the manufacturer has published assurances that the products and its parts are likely to be available to the Owner at a later date.

PART 3 - EXECUTION

3.01 INSTALLATION OF PRODUCTS

A. General: Except as otherwise indicated in individual sections of these Specifications, comply with the manufacturer's instructions and recommendations for installation of the products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at Time of Acceptance.

END OF SECTION

SECTION 01740 - CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. Maintain premises free from accumulations of waste, debris, and rubbish.

B. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all exposed surfaces. Leave project clean and ready for occupancy.

1.02 RELATED DOCUMENTS

A. Project Closeout: Section 01770.

B. Cleaning for Specific Products of Work: Specification Section for that work.

1.03 SAFETY REQUIREMENTS

A. Hazards Control:

1. Store volatile wastes in covered metal containers and remove from premises daily.

2. Prevent accumulation of wastes which create hazardous conditions.

3. Provide adequate ventilation during use of volatile noxious substances.

B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not burn or bury rubbish and waste materials on project site.

2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.

3. Do not dispose of wastes into streams or waterways.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

A. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.

B. Contractor shall maintain on-site a mechanical broom to immediately remove any material that may be deposited on adjacent roads and drives.

C. Wet down dry materials and rubbish to lay dust and prevent blowing dust.

D. At reasonable intervals during progress of work, clean site and public properties, and dispose of waste materials, debris and rubbish.

E. Provide on-site containers for collection of waste materials, debris and rubbish.

F. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.

G. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.

H. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.02 FINAL CLEANING

A. Employ experienced workmen, or professional cleaners, for final cleaning.

B. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.

C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials, from sight-exposed interior or exterior finished surfaces; polish surfaces so designated to shine finish.

D. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.

E. Broom clean paved surfaces; rake clean other surfaces of grounds.

F. Maintain cleaning until project, or portion thereof, is occupied by Owner.

END OF SECTION

SECTION 01770 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Liquidated Damages: Supplemental General Conditions

B. Cleaning: Section 01740.

C. Project Record Documents: Section 01785.

1.02 SUBSTANTIAL COMPLETION

A. In order to initiate project closeout procedures, the Contractor shall submit the following:

1. Written certification to Engineer that project is Substantially Complete.

2. List of major items to be completed or corrected.

B. Engineer will make an inspection within seven (7) days after receipt of certification, together with Owner's Representative.

C. Should Engineer consider that work is Substantially Complete:

1. Contractor shall prepare, and submit to Engineer, a list of items to be completed or corrected, as determined by the inspection.

2. Engineer will prepare and issue a Certificate of Substantial Completion, containing:

a. Date of Substantial Completion.

b. Contractor's list of items to be completed or corrected, verified and amended by Engineer.

c. The time within which Contractor shall complete or correct work of listed items.

d. Time and date Owner will assume possession of work or designated portion thereof.

e. Responsibilities of Owner and Contractor for:

1) Insurance

2) Utilities

3) Operation of Mechanical, Electrical, and Other Systems

4) Maintenance and Cleaning

5) Security

f. Signatures of:

1) Engineer

2) Contractor

3) Owner

3. Owner occupancy of Project or Designated Portion of Project:

   a. Contractor shall:

      1) Obtain certificate of occupancy.

      2) Perform final cleaning in accordance with Section 01740.

   b. Owner will occupy Project, under provisions stated in Certificates of Substantial Completion.

4. Contractor: Complete work listed for completion or correction, within designated time.

D. Should Engineer consider that work is not Substantially Complete:

1. Engineer shall immediately notify Contractor, in writing, stating reasons.

2. Contractor: Complete work, and send second written certification to Engineer, certifying that Project or designated portion of Project is substantially complete.

3. Engineer will reinspect work.

E. Should Engineer consider that work is still not finally complete:

1. Engineer shall notify Contractor, in writing, stating reasons.

2. Contractor shall take immediate steps to remedy the stated deficiencies, and send third written notice to the Engineer certifying that the work is complete.

3. Engineer and Owner will reinspect work at Contractor's expense.

1.03 FINAL INSPECTION

A. Contractor shall submit written certification that:

1. Contract Documents have been reviewed.

2. Project has been inspected for compliance with Contract Documents.

3. Work has been completed in accordance with Contract Documents.

4. Equipment and systems have been tested in presence of Owner's Representative and are operational.

5. Project is completed, and ready for final inspection.

B. Engineer will make final inspection within seven (7) days after receipt of certification.

C. Should Engineer consider that work is finally complete in accordance with requirements of Contract Documents, he shall request Contractor to make Project Closeout submittals.

D. Should Engineer consider that work is not finally complete:

1. Engineer shall notify Contractor in writing, stating reasons.

2. Contractor shall take immediate steps to remedy the stated deficiencies, and send second written notice to Engineer certifying that work is complete.

3. Engineer will reinspect work.

1.04 CLOSEOUT SUBMITTALS

A. Project Record Documents: To requirements of Section 01785.

B. Guarantees, Warranties and Bonds: To requirements of particular technical Specifications and Section 01782.

1.05 INSTRUCTION

A. Instruct Owner's personnel in operation of all systems, mechanical, electrical, and other equipment.

1.06 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit final applications in accordance with requirements of General Conditions.

1.07 FINAL CERTIFICATE FOR PAYMENT

A. Engineer will issue final certificate in accordance with provisions of general conditions.

B. Should final completion be materially delayed through no fault of Contractor, Engineer may issue a Semi-Final Certificate for Payment.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01782 - WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. Compile specified warranties and bonds.

B. Compile specified service and maintenance contracts.

C. Co-execute submittals when so specified.

D. Review submittals to verify compliance with Contract Documents.

E. Submit to Engineer for review and transmittal to Owner.

1.02 RELATED DOCUMENTS

A. Bid Bond: Instructions to Bidders.

B. Performance and Payment Bonds: General Conditions and Supplemental General Conditions.

C. Guaranty: General Conditions and Supplemental General Conditions.

D. General Warranty of Construction: General Conditions.

E. Project Closeout: Section 01770.

F. Warranties and Bonds required for specific products: As listed herein.

G. Provisions of Warranties and Bonds, Duration: Respective specification sections for particular products.

1.03 SUBMITTALS REQUIREMENTS

A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers and subcontractors.

B. Furnish two (2) original signed copies.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product, equipment or work item.

2. Firm name, address and telephone number.

3. Scope

4. Date of beginning of warranty, bond or service and maintenance contract.

5. Duration of warranty, bond or service and maintenance contract.

6. Provide information for Owner's personnel:

    a. Proper procedure in case of failure.

b. Instances which might affect the validity of warranty or bond.

7. Contractor name, address and telephone number.

1.04 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8-1/2 in. x 11 in., punch sheets for 3-ring binder.

a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:

a. Title of Project

b. Name of Contractor

C. Binders: Commercial quality, three-ring, with durable and cleanable plastic covers.

1.05 TIME OF SUBMITTALS

A. For equipment or component parts of equipment put into service during progress of construction:

1. Submit documents within 10 days after inspection and acceptance.

B. Otherwise make submittals within 10 days after date of substantial completion, prior to final request for payment.

C. For items of work, where acceptance is delayed materially beyond the Date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing the date of acceptance as the start of the warranty period.

1.06 SUBMITTALS REQUIRED

A. Submit warranties, bonds, service and maintenance contracts as specified in the respective sections of the Specifications.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01785 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 MAINTENANCE OF DOCUMENTS

A. Maintain at job site, one copy of:

1. Contract Drawings
2. Specifications
3. Addenda
4. Reviewed Shop Drawings
5. Change Orders
6. Other Modifications to Contract

B. Store documents in approved location, apart from documents used for construction.

C. Provide files and racks for storage of documents.

D. Maintain documents in clean, dry, legible condition.

E. Do not use record documents for construction purposes.

F. Make documents available at all times for inspection by Engineer and Owner.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Submittals: Section 01300.

1.03 MARKING DEVICES

A. Provide colored pencil or felt-tip marking pen for all marking.

1.04 RECORDING

A. Label each document "PROJECT RECORD" in 2-inch high printed letters.

B. Keep record documents current.

C. Do not permanently conceal any work until required information has been recorded.

D. Contract Drawings: Legibly mark to record actual construction:

1. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
2. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
3. Field changes of dimension and detail.
4. Changes made by Change Order or Field Order.

5. Details not on original Contract Drawings.

E. Specifications and Addenda: Legibly mark up each section to record:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.

2. Changes made by Change Order or Field Order.

3. Other matters not originally specified.

F. Shop Drawings: Maintain as record documents; legibly annotate shop drawings to record changes made after review.

1.05 SUBMITTALS

A. At completion of project, deliver two hard copies and one CD with pdf of all record documents to Engineer.

B. Accompany submittal with transmittal letter, in duplicate, containing:

1. Date.

2. Project Title and Number.

3. Contractor's Name and Address.

4. Title and Number of each Record Document.

5. Certification that each Document as Submitted is Complete and Accurate.

6. Signature of Contractor, or His Authorized Representative.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 02110 - SITE CLEARING

PART 1 - GENERAL

1.01 SUMMARY

A. Clear site within construction limits of plant life and grass.

B. Remove root system of trees and shrubs.

C. Remove surface debris.

1.02 REGULATORY COMPLIANCE

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

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.01 REMOVAL OF EXISTING TREES AND OTHER VEGETATION

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

B. The Engineer shall designate which trees are to be removed within permanent and temporary easement lines or right-of-way lines.

3.02 CLEARING

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

B. Except where clearing is done by uprooting with machinery, trees, stumps, and stubs to be cleared shall be cut as close to the ground surface as practicable, but no more than six (6) inches above the ground surface for small trees and 12 inches for larger trees.

C. Elm bark shall be either buried at least one (1) foot deep or burned in suitable incinerators off site with satisfactory antipollution controls and fire prevention controls, to prevent the spread of Dutch Elm disease and as required by applicable laws.

3.03 GRUBBING

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

3.04 STRIPPING OF TOPSOIL

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

3.05 PROTECTION

A. Protect plant growth and features remaining as final landscaping.

B. Protect bench marks and existing work from damage or displacement.

C. Maintain designated site access for vehicle and pedestrian traffic.

3.06 DISPOSAL

A. All materials resulting from clearing and grubbing and not scheduled for reuse shall become the property of the Contractor and shall be suitably disposed of off-site, unless otherwise directed by the Engineer, in accordance with all applicable laws, ordinances, rules, and regulations.

B. Such disposal shall be performed as soon as possible after removal of the material and shall not be left until the final period of cleaning up.

END OF SECTION

SECTION 02200 - EARTHWORK

PART 1 - GENERAL

1.01 SUMMARY

A. The Contractor shall furnish all labor, materials, and equipment necessary for the construction of the areas requiring the Earthwork in accordance with the Drawings and Specifications. This includes hauling, placing, compacting, screening, crushing, processing, moisture additions, disking, scarification, and all other incidental items required in the work.

1.02 SUBMITTALS

A. There are no submittals required for this section.

PART 2 - PRODUCTS

2.01 EQUIPMENT

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

2.02 MATERIALS

A. The material used for embankment fill shall be as designated or approved by the Engineer. Embankment shall be in accordance with Section 02223 – Embankment.

PART 3 - EXECUTION

3.01 SUBGRADE PREPARATION

A. Areas to receive fill of overlying constructed materials shall be compacted by sheepsfoot or other means to a minimum of 95 percent standard Proctor density. The surface layers of the subgrade shall be void of topsoil or deleterious material such as vegetation, roots, or other debris.

B. Compaction of the subgrade shall be tested by the Engineer using a nuclear density meter a minimum of nine tests per acre, if practical, otherwise a proof roll as described in D below will suffice.

C. The Contractor shall notify the Engineer prior to placement of fill material over the subgrade. The Engineer or his representative shall visually inspect the exposed surface to evaluate the suitability of the subgrade and ensure that the surface is properly compacted, smooth, uniform, and has positive surface drainage.

D. The soil subgrade may be proof-rolled, at the discretion of the Engineer and in the presence of the Engineer or his representative, using a minimum 100,000-pound loaded four tire scraper (20 cubic yards in size), or an equivalent procedure and equipment.

E. The Contractor shall remove any areas of the subgrade deemed to be soft or contain organic materials. These areas shall be over-excavated to suitable material as approved by the Engineer or his representative. The excavated area shall be brought up to grade using compacted fill and retested.

F. Areas which pump, rut, or wave during proof-rolling may be required to be undercut.

3.02 TOLERANCES

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

END OF SECTION

SECTION 02222 - EXCAVATION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 RELATED SECTIONS

A. Earthwork: Section 02200

B. Embankment: Section 02223

1.03 SAFETY

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

B. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation. Trench boxes shall meet OSHA standards.

C. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases.

D. Notify Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.

E. Protect bottom of excavations from frost.

F. Grade excavation top perimeter to prevent surface water run-off into excavation.

G. Contractor shall provide ample means and devices with which to intercept any water entering the excavation area.

1.04 ROCK EXCAVATION

A. Trenching may be accomplished by means of a backhoe, trenching machine or by hand depending on the construction area. At the Contractor's option, trenching by a trenching machine or by backhoe is acceptable except as noted below:

1. Where the pipeline parallels a state highway and is being installed within the limits of the shoulder, a trenching machine must be used whenever practicable.

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

PART 2 - PRODUCTS

2.01 MATERIALS

A. Subsoil

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

PART 3 - EXECUTION

3.01 CLASSIFICATION

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

3.02 PREPARATION

A. Identify required lines, levels, contours, and datum.

3.03 EXCAVATION

A. All unclassified excavation shall be done in accordance with Section 204 – Roadway and Drainage Excavation in the Kentucky Transportation Cabinet's *Standard Specifications for Road and Bridge Construction*, Latest Edition.

B. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees that receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

C. Before excavation and grading is commenced, or before material is removed from borrow pits, the topsoil shall be removed from the areas affected and stockpiled.

D. Excavate subsoil required for construction operations and other work.

E. Contractor is responsible to adequately brace open cuts and protect workmen and equipment from cave-in, in accordance with all federal, state, and local regulations.

F. Remove lumped subsoil, boulders, and rock up to 1/3 cu. yd., measured by volume.

G. Correct unauthorized excavation at no cost to Owner.

H. Stockpile excavated material in area designated on site.

3.04 DEWATERING

A. The Contractor, at his own expense, shall provide adequate facilities for promptly and continuously removing water from all excavation. Additionally, no additional payment will be

made for dewatering associated with leakage from any existing facilities during the construction.

B. Dewatering shall be in accordance with Section 02240 – Dewatering.

3.05 UNAUTHORIZED EXCAVATION

A. If the bottom of any excavation is taken out beyond the limits indicated or prescribed, the resulting void shall be backfilled at the Contractor's expense in accordance with Section 02223 – Embankment.

3.06 EXCAVATION / DISPOSAL OF UNSUITABLE MATERIAL

A. If material unsuitable for embankment or backfill (in the opinion of the Engineer) is found at or below the grade to which excavation would normally be carried in accordance with the drawings and/or specifications, the Contractor shall remove such material to the required width and depth and replace in accordance with Section 02223 – Embankment.

B. No excavated materials shall be removed from the site of the work or disposed of by the Contractor except as approved by the Owner.

C. Surplus excavated materials suitable for backfill shall be used to backfill normal excavations in rock or to replace other materials unacceptable for use as backfill; shall be neatly deposited and graded so as to make or widen fills, flatten side slopes, or fill depressions. All work shall be as directed or permitted and without additional compensation.

D. Surplus excavated materials not needed as specified above shall be hauled away and dumped by the Contractor, at his expense, at appropriate locations, and in accordance with arrangements made by him.

3.07 EXCESS MATERIAL

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

3.08 EXISTING UTILITIES AND OTHER OBSTRUCTIONS

A. Prior to the commencement of construction on the project, the Contractor shall contact the Owner and utility companies whose lines, above and below ground, may be affected during construction and verify the locations of the utilities as shown on the drawings. The Contractor shall ascertain from said parties if he will be allowed to displace or alter, by necessity, those lines encountered or replace those lines disturbed by accident during construction, or if the parties themselves are only permitted by policy to perform such work. If the Contractor is permitted to perform such work, he shall leave the lines in as good condition as were originally encountered and complete the work as quickly as possible.

B. All lines or underground structures damaged or molested in the construction shall be replaced at the Contractor's expense, unless in the opinion of the Engineer, such damage was caused through no fault of the Contractor.

END OF SECTION

SECTION 02223 - EMBANKMENT

PART 1 - GENERAL

1.01 SUMMARY

A. Embankment

B. Compaction Requirements

1.02 RELATED SECTIONS

A. Earthwork: Section 02200

B. Lawns and Grasses: Section 02920

1.03 QUALITY ASSURANCES

A. At the discretion of the Owner, the Owner's representative may perform soil testing and inspection service for quality control testing during earthwork operations.

1.04 REFERENCES

A. Commonwealth of Kentucky, Standard Specifications for Road and Bridge Construction, latest edition.

B. ANSI/ASTM D698 – Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort.

C. ANSI/ASTM D1556 – Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.

D. ASTM D2922 – Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

E. ASTM D3017 – Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.05 TESTS

A. Contractor shall provide laboratory tests and analysis of fill materials performed in accordance with applicable referenced standards and under provisions of Section 01400. Tests shall include, but not be limited to, gradation analysis, classification, liquid limit, plastic limit, plasticity index, and moisture/density relationships.

B. If requested by Owner, field compaction testing will be performed in accordance with applicable referenced standards and under provisions of Section 01400.

C. When ASTM D2922 is used, the calibration curves shall be checked and adjusted if necessary by the procedure described in ASTM D2922, paragraph ADJUSTING CALIBRATION CURVE. ASTM D2922 results in wet unit weight of soil; and when using this method, ASTM D3017 shall be used to determine the moisture content of the soil. The calibration checks of both the density and moisture gages shall be made at the beginning of a job on each different type of material encountered and at intervals as directed by the testing laboratory.

3.03 TOPSOIL

A. Topsoil shall be spread and lightly compacted in accordance with Section 02920 – Lawns and Grasses.

3.04 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction. The Owner may, at their option, require testing be provided by the Contractor of the placed materials. If requested, this will be at the cost of the Contractor.

1. Testing service to perform field density tests in accordance with ASTM D1556 (Sand-Cone Method) or ASTM D2992 (Nuclear Density Method), as applicable.

   a. Not used.

   b. Embankment: Make at least one field density test for every 2000 square feet of each lift of compacted fill.

B. If, in the opinion of the Engineer, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional cost to the Owner.

C. Where settling is measurable or observable at filled areas during the general project warranty period, remove surface (pavement, sod, etc.), add and compact backfill material, and replace surface.

END OF SECTION

SECTION 02227 - CRUSHED STONE

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SUBMITTALS

There are no submittals required for this section.

PART 2 - PRODUCTS

2.01 CRUSHED STONE

The crushed stone shall meet the following requirements:

A. Crushed stone shall be clean, hard, durable limestone and meet the Specifications and gradations set forth in Section 805 and Section 703 of the Kentucky Transportation Cabinet *Standard Specifications for Road and Bridge Construction*, latest edition.

PART 3 - EXECUTION

3.01 INSTALLATION

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

END OF SECTION

C. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.

1. Species and size of tree.
2. Location on site plan. Include unique identifier for each.
3. Reason for pruning.
4. Description of pruning to be performed.
5. Description of maintenance following pruning.

1.06 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified arborist and tree service firm.

B. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.

C. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

D. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.

1. Use sufficiently detailed photographs or videotape.
2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

1.07 QUALITY ASSURANCE

A. Arborist Qualifications: Certified Arborist as certified by ISA, Certified Arborist-Municipal Specialist as certified by ISA, Current member of ASCA, Registered Consulting Arborist as designated by ASCA.

B. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified certified arborist to Project site during execution of the Work.

C. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:

a. Construction schedule. Verify availability of materials, personnel, and equipment needed to make progress and avoid delays.
b. Enforcing requirements for protection zones.
c. Arborist's responsibilities.
d. Field quality control.

1.08 PROJECT CONDITIONS

A. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.

3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

B. Do not direct vehicle or equipment exhaust toward protection zones.

C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Topsoil: Natural or cultivated top layer of the soil profile or manufactured topsoil; containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch in diameter; and free of weeds, roots, and toxic and other non-soil materials.

1. Obtain topsoil only from well-drained sites where topsoil is 4 inches deep or more; do not obtain from bogs or marshes.

B. Topsoil: Stockpiled topsoil from location shown on Drawings, Imported or manufactured topsoil complying with ASTM D5268.

C. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:

1. Type: Shredded hardwood.
2. Size Range: 3 inches maximum, 1/2 inch.
3. Color: Natural – NO DYE.

D. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements.

E. Previously used materials may be used when approved by Engineer.

1. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and weighing a minimum of 0.4 lb/ft.; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 8 feet apart.

a. Height: 4 feet.
b. Color: High-visibility orange, nonfading.

F. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes prepunched and reinforced; legibly printed with nonfading lettering and as follows:

1. Size and Text: As shown on Drawings or BMP booklet "Managing Trees During Construction" a companion publication to the ANSI A300 standard, Part 5: *Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices* – whichever is more stringent.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

B. For the record, prepare written report, endorsed by arborist, listing conditions detrimental to tree and plant protection.

3.02 PREPARATION

A. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated. Flag or Tie a 1-inch colored-vinyl tape (do not use pink or orange) around each tree trunk at 54 inches above the ground.

B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated – verify the use of mulch within TPZ with Engineer.

1. When applicable per drawings or written notification Apply 6-inch average thickness of organic mulch. Do not place mulch within 12 inches of tree trunks.

3.03 TREE- AND PLANT-PROTECTION ZONES

A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected area except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
1. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Engineer.

B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Engineer. Install one sign spaced approximately every 20 feet on protection-zone fencing, but no fewer than 2 signs with each facing a different direction.

C. Maintain protection zones free of weeds and trash.

D. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Engineer.

E. Maintain protection-zone fencing and signage in good condition as acceptable to Engineer and remove when construction operations are complete and equipment has been removed from the site.

1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.

2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.04 EXCAVATION

A. Trenching near Trees: Where utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots cleanly as required for root pruning.

B. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction and as required for root pruning.

C. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.05 ROOT PRUNING

A. Prune roots that are affected by temporary and permanent construction. Prune roots as follows:

1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
2. Cut Ends: Do not paint cut root ends.
3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
4. Cover exposed roots with burlap and water regularly.
5. Backfill as soon as possible according to requirements in Section 02300 "Earthwork."

B. Root Pruning at Edge of Protection Zone: Prune roots flush with the edge of the protection zone, by cleanly cutting all roots to the depth of the required excavation.

C. Root Pruning within Protection Zone: Clear and excavate by hand to the depth of the required excavation to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

3.06 CROWN PRUNING

A. Prune branches that are affected by temporary and permanent construction. Prune branches as follows:

1. Provide subsequent maintenance during Contract period as recommended by arborist.
2. Pruning Standards: Prune trees according to ANSI A300 (Part 1)
3. Cut branches with sharp pruning instruments; do not break or chop.
4. Cut plant materials with clean pruning instruments.
5. Do not apply pruning paint to wounds.

B. Chip removed branches and spread over areas identified by Engineer.

3.07 REGRADING

A. Regrading within drip-line of trees is never recommended. If required, the following conditions may apply:

B. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

C. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.

1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.

D. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.

E. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with topsoil tapered to existing grade at tree trunks. Place topsoil in a single uncompacted layer and hand grade to required finish elevations. Provide fill in a manner that will not cause excess water to accumulate at the base of the tree – create a channel in the finish grade to divert excess water.

3.08 FIELD QUALITY CONTROL

A. Inspections: Engage a qualified certified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.09 REPAIR AND REPLACEMENT

A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Engineer.

1. Submit details of proposed root cutting and tree and shrub repairs.
2. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
3. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
4. Perform repairs within 24 hours.
5. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Engineer.

B. Trees: Remove and replace trees indicated to remain that are more than 25 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Engineer or arborist determines are incapable of restoring to normal growth pattern.

1. Provide new trees of same size and species as those being replaced for each tree that measures 4 inches or smaller in caliper size.

a. Species: Species selected by Engineer.

2. Plant and maintain new trees as specified in Section 02930 "Exterior Plants."

C. Soil Aeration: Where directed by Engineer, aerate surface soil compacted during construction. Aerate 10 feet beyond drip line and no closer than 48 inches to tree trunk. Drill 6-inch- diameter holes a minimum of 12 inches deep at 24 inches o.c. Backfill holes with an equal mix of loose, free-draining planting medium.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 02240 - DEWATERING

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor and equipment required to dewater all excavations.

B. Dewatering of all excavations shall be the responsibility of the Contractor, and no additional compensation will be allowed for same.

1.02 SUBMITTAL

A. Contractor shall submit a dewatering plan, including but not limited to a list of equipment, in accordance with the specification herein. Contractor shall comply with provisions of Section 01300.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

A. Dewatering equipment shall be of adequate size and quantity to assure maintaining proper conditions for installing pipe, concrete, backfill or other material or structure in the excavation.

B. Dewatering shall include proper removal of any and all liquid, regardless of its source, from the excavation.

C. The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches, dikes and shall perform all pumping and other work necessary to divert or remove rainfall and all other accumulations of surface water from the excavations. The diversion and removal of surface water shall be performed in a manner that will prevent flooding and/or damage to other locations within or beyond the construction area where it may be detrimental.

D. The Contractor shall provide, install and operate sufficient trenches, sumps, pumps, hose piping, well points, deep wells, etc., necessary to depress and maintain the groundwater level below the base of the excavation during all stages of construction operations.

E. No groundwater from the excavated area shall be discharged into the sanitary sewer system, and no dewatering flows shall be discharged directly to streams or other waterbodies without authorization from the Kentucky Division of Water and notification to the LFUCG Division of Water Quality.

F. Dewatering shall be in accordance with Chapter 11 of the LFUCG Stormwater Manual and all other state and local regulations/permits/plans.

G. Trench shall be dewatered as required and never shall the trench be allowed to accumulate groundwater to a depth that will cause pipe to float.

H. The Contractor's SWPPP shall include measures for controlling the discharge of sediment as a result of dewatering operations.

END OF SECTION

SECTION 02260 - EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. This Section includes, but is not limited to, the following:

1. Shoring and bracing necessary to protect existing buildings, streets, walkways, utilities, and other improvements and excavation against loss of ground or caving embankments.

2. Maintenance of shoring and bracing.

3. Removal of shoring and bracing, as required.

B. Types of shoring and bracing systems include, but are not limited to, the following:

1. Steel H-section (soldier) piles.

2. Timber lagging.

3. Steel sheet piles.

4. Portable steel trench box.

C. Building excavation is specified in another Division 2 Section.

1.02 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.03 QUALITY ASSURANCE

A. Engineer Qualifications: A professional engineer legally authorized to practice in jurisdiction where Project is located, and experienced in providing successful engineering services for excavation support systems similar in extent required for this Project.

B. Supervision: Engage and assign supervision of excavation support system to a qualified professional engineer foundation consultant.

C. Regulations: Comply with codes and ordinances of governing authorities having jurisdiction.

D. Layout drawings for excavation support system shall be prepared by, or under the supervision of, a qualified professional engineer. System design and calculations must be acceptable to local authorities having jurisdiction.

1.04 JOB CONDITIONS

A. Before starting work, verify governing dimensions and elevations. Verify condition of adjoining properties. Take photographs to record any existing settlement or cracking of structures, pavements, and other improvements. Prepare a list of such damages, verified by dated photographs, and signed by Contractor and others conducting investigation.

B. Survey adjacent structures and improvements, employing qualified professional engineer, establishing exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

C. During excavation, resurvey benchmarks weekly, maintaining accurate log of surveyed elevations for comparison with original elevations. Promptly notify Engineer if changes in elevations occur or if cracks, sags, or other damage is evident.

1.05 EXISTING UTILITIES

A. Protect existing active sewer, water, gas, electricity and other utility services and structures.

B. Notify municipal agencies and service utility companies having jurisdiction. Comply with requirements of governing authorities and agencies for protection, relocation, removal, and discontinuing of services.

PART 2 - PRODUCTS

2.01 MATERIALS

A. General: Provide adequate shoring and bracing materials which will support loads imposed. Materials need not be new, but should be in serviceable condition.

B. Structural Steel: ASTM A 36.

C. Steel Sheet Piles: ASTM A 328.

D. Timber Lagging: Any species, rough-cut, mixed hardwood, nominal 3 inches thick, unless otherwise indicated.

E. Portable Steel Trench Box shall be OSHA approved.

PART 3 - EXECUTION

3.01 SHORING

A. Wherever shoring is required, locate the system to clear permanent construction and to permit forming and finishing of concrete surfaces. Provide shoring system adequately anchored and braced to resist earth and hydrostatic pressures.

B. Shoring systems retaining earth on which the support or stability of existing structures is dependent must be left in place at completion of work.

3.02 BRACING

A. Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move a brace, install new bracing prior to removal of original brace.

B. Do not place bracing where it will be cast into or included in permanent concrete work, except as otherwise acceptable to Engineer.

C. Install internal bracing, if required, to prevent spreading or distortion of braced frames.

D. Maintain bracing until structural elements are supported by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

E. Remove sheeting, shoring, and bracing in stages to avoid disturbance to underlying soils and

damage to structures, pavements, facilities, and utilities.

F. Repair or replace, as acceptable to Engineer, adjacent work damaged or displaced through installation or removal of shoring and bracing work.

END OF SECTION

SECTION 02371 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

PART 1 - GENERAL

1.01 SUMMARY

A. The Contract Documents include a preliminary Erosion and Sediment Control (ESC) Plan and a draft SWPPP. This ESC Plan/SWPPP may be used for establishing quantities and a lump sum price for providing the Erosion and Sediment Control Measures.

B. The Contractor may use this ESC Plan/SWPPP, modified as necessary by the Contractor, to obtain the required permits, e.g., Land Disturbance Permit and the Kentucky General Permit for Stormwater Discharges Associated with Construction Activities (KYR10). If Contractor chooses to use this ESC Plan/SWPPP, the Contractor takes sole responsibility for the content of the ESC Plan/SWPPP and the implementation of the ESC Plan/SWPPP during construction. The Contractor acknowledges that this ESC Plan/SWPPP may not fully address any and all Erosion and Sediment Control Measures needed to comply with state and local requirements during construction and must be updated by the Contractor as appropriate. The Contractor acknowledges that he/she is responsible for addressing any Notices of Violation of the ESC Plan/SWPPP issued by any regulating authority. The Contractor shall be responsible for paying any fines or civil penalties for failure to comply with the ESC Plan/SWPPP or correcting deficiencies noted in Notice(s) of Violation.

C. Contractor may also choose to prepare its own ESC Plan/SWPPP and submit it to LFUCG Division of Water Quality for acceptance. No additional payment will be allowed for the ESC Plan/SWPPP development and conformance with said ESC Plan/SWPPP pay item.

D. Contractor is advised that compliance with LFUCG planning, permitting, and construction requirements does not imply compliance with Kentucky Division of Water requirements, which is also a condition of the Contract.

E. It is the Contractor's sole responsibility to meet all requirements of the Kentucky General Permit for Stormwater Discharges Associated with Construction Activities (KYR10) and the LFUCG Land Disturbance Permit.

F. The Contract Documents include a draft SWPPP and a preliminary Erosion and Sediment Control Plan, which shall be used for informational purposes only. The erosion control measures shown on the construction drawings and listed in the specifications herein are given as the minimum erosion control measures. It is the Contractor's sole responsibility to comply with KYR10 and the Land Disturbance Permit and to adapt the plan as necessary based on sequencing and construction means and methods.

G. The Contractor shall provide to the Engineer for review and approval a sequenced SWPPP. The sequenced SWPPP must align with the Contractor's construction activities. Erosion control measures in each area must be in place prior to any soil disturbance.

H. Any Erosion and Sediment Control measures required by Engineer or State and local agency inspections shall be provided by the Contractor at no additional cost to the Owner.

I. The Contractor shall submit an updated SWPPP and implementation schedule with each pay application for review by the Engineer.

[Insert ESC Plan/SWPPP prepared by Consulting Engineer]

SECTION 02372 - EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, and equipment required for installing, maintaining, amending, and removing temporary soil erosion, sediment, and pollutant controls as shown in the Erosion and Sediment Control Plan or Stormwater Pollution Prevention Plan (hereinafter referred to generally as the SWPPP) and as specified herein and as required by the LFUCG Land Disturbance Permit, Chapter 16-Article X, Division 5 of the LFUCG Code of Ordinances, Chapter 11 of the LFUCG Stormwater Manual, and the KPDES General Permit for Stormwater Discharges Associated with Construction Activities (KYR10).

B. The Contractor shall take all site management measures necessary to minimize erosion and contain sediment, construction materials (including excavation and backfill), and pollutants (such as chemicals, fuels, lubricants, bitumen, raw sewage, and other harmful waste) on the site, and prevent them from being discharged offsite or into or alongside any body of water or into natural or man-made conveyances leading thereto.

C. The Contractor shall at all times minimize land disturbance and the period of time that the disturbed area is exposed without stabilization practices. In "critical areas" (within 50 feet of a perennial or intermittent stream, a wetland, or other waterbody) erosion prevention measures such as working during dry periods, use of sediment controls, and use of erosion control mats/blankets, mulch, or straw blown in and stabilized with tackifiers or by treading, etc. shall be implemented on disturbed areas within 24 hours or "as soon as practical" after completion of disturbance/grading or following cessation of activities.

D. Temporary erosion controls include, but are not limited to sodding, mulching, seeding, providing erosion control blankets and turf reinforcement mats on all disturbed surfaces including waste area surfaces and stockpile and borrow area surfaces; covering small disturbed areas with tarps or other materials; scheduling work to minimize erosion; and providing diversion or interceptor ditches to minimize the discharge of sediment to the maximum extent practicable.

E. Temporary sedimentation controls include, but are not limited to, silt fences, rock check dams, berms, traps, barriers, fiber logs, storm drain inlet filters, and appurtenances on sloped surfaces to minimize the discharge of sediment to the maximum extent practicable.

F. Contractor is responsible for providing and maintaining effective temporary erosion and sediment control measures prior to and during construction or until final controls become effective and the site is stabilized in accordance with state and local requirements.

G. Prior to construction, the Contractor shall obtain an LFUCG Land Disturbance Permit and shall obtain coverage under the KPDES General Permit for Stormwater Discharges Associated with Construction Activities (KYR10) (see Article 3.24 in this Section) if required. The Contractor shall be responsible for placement of pollutant, erosion, and sedimentation controls as shown in the Stormwater Pollution Prevention Plan (SWPPP) and consistent with Chapter 11 of the LFUCG Stormwater Manual prior to excavation, fill, or grade work. If during the course of construction, the state and/or LFUCG determine additional controls are required, the Contractor shall furnish, install, and maintain additional seeding, mulch, blankets, sediment barriers, diversion or other ditches, and/or other controls as necessary to control pollution, erosion, and sedimentation to the satisfaction of the regulatory agency.

H. The Contractor shall inspect and repair all erosion and sedimentation controls as follows:

1. At least once every seven (7) calendar days, and

2. Within 24 hours after any storm event of 0.5 inch or greater.

I. Final stabilization practices on those portions of the project where land disturbance activities have permanently ceased shall be initiated within fourteen (14) days of the date of cessation of land disturbance activities. Temporary stabilization for those portions of the project where land disturbance has temporarily ceased (e.g., temporary seeding, mulching, etc.) shall be initiated within fourteen (14) days of the date of cessation of land disturbance activities on those portions of the site.

J. **Erosion and Sediment Control prevention measures shall be installed prior to removal of vegetation, grading, and/or stripping of topsoil.** The Contractor is responsible for preparing and submitting the Kentucky Division of Water Notice of Intent and attachments and obtaining state permit approval, if applicable, prior to the beginning of any construction activities.

1.02 PERMITS AND NOTIFICATION REQUIREMENTS

A. The Contractor is responsible to submit a Stormwater Pollution Prevention Plan (SWPPP) for inclusion with permit applications. The Contractor may elect one of the following options to meet this requirement:

1. Utilize the SWPPP (which includes the Erosion and Sediment Control Plan) provided in the Construction Drawings and prepared by the Owner's Engineer as a basis for an updated SWPPP, and take sole responsibility for updating and implementing the SWPPP, or

2. Provide a SWPPP, including an Erosion and Sediment Control Plan, prepared by a professional engineer licensed in the Commonwealth of Kentucky, meeting all of the requirements of KYR10, Chapter 11 of the LFUCG Stormwater Manual, and Chapter 16-Article X, Division 5 of the LFUCG Code of Ordinances.

B. If applicable (i.e., for projects with a disturbed area of one acre or more), the Contractor shall submit a KPDES Notice of Intent specifically for Construction Activities (NOI-SWCA) and receive notification of coverage before beginning any site disturbance, and shall implement erosion, sediment, and pollution control measures as may be required by state, local and federal agencies. Contractor shall submit a signed Notice of Intent form and required attachments to the Division of Water at least seven (7) days prior to beginning of construction activity. **See Article 3.24 in this Section for detailed requirements.**

C. A Land Disturbance Permit shall be obtained from the Lexington-Fayette Urban County Government Division of Engineering. **See Article 3.25 in this Section for detailed requirements.**

D. The Contractor shall comply with all additional requirements of LFUCG. It is the Contractor's responsibility to provide evidence to the Owner that all permits, including those associated with construction across or along a stream channel, if applicable, have been obtained prior to initiation of construction. Some permits are obtained during the design phase of the project. Typically, they should be included in the contract documents.

1.03 RELATED WORK

A. Section 02371 – Stormwater Pollution Prevention Plan (SWPPP)

B. Applicable LFUCG Stormwater Manual Standard Drawings are included at the end of this Section 02372.

PART 2 – PRODUCTS

2.01 MULCH

A. Mulch or erosion control blankets / turf reinforcement mats (see Section 2.08) shall be used as a soil stabilization measure for any disturbed area inactive (i.e., not undergoing grading or excavation) for 14 days or longer. Areas requiring stabilization during December through February shall receive only mulch held in place with bituminous material. Mulching, blankets, or mats shall be used whenever permanent or temporary seeding is used. The anchoring of mulch, blankets, and mats shall be in accordance with the Construction Drawings except all mulch placed in December through February shall be anchored with bituminous materials regardless of the slope. Permanent mulches or mats shall be used in conjunction with planting trees, shrubs, and other ground covers that do not provide adequate soil stabilization.

B. Straw shall come from wheat, rye, or barley and may be spread by hand or machine. Straw shall be anchored. Straw shall be applied at two tons per acre or 90 pounds per 1,000 square feet. Straw shall be free from weeds and coarse matter.

C. Wood chips are appropriate for areas with less than five percent slopes, and do not require tacking. Wood chips shall be applied at 270 cubic yards per acre or 6 cubic yards per 1,000 square feet and approximately 2 inches deep. Wood chips shall be treated with 20 pounds of nitrogen per acre or shall be treated with 12 pounds slow-release nitrogen per ton to prevent nutrient deficiency in plants.

D. Bark chips or shredded bark are appropriate for areas with less than five percent slopes and shall be applied at 70 cubic yards per acre or 1.5 to 2 cubic yards per 1,000 square feet and about one-half inch thick. Bark does not require additional nitrogen fertilizer.

E. Manufacturer's recommendations shall be followed during application of manufactured wood fiber and recycled paper sold as mulch materials applied in a hydroseeder slurry with binders/tackifiers. Recycled paper (newsprint) or wood fiber shall be mixed at 50 pounds per 100 gallons of water and applied according to manufacturer's recommendations and model of hydroseeder in use.

F. Liquid mulch binders/tackifiers shall be applied according to manufacturer's recommendations. Chemical soil stabilizers or soil binders/tackifiers/emulsions shall not be used alone. Recommended buffer distances between applied products and waterbodies shall be strictly followed.

G. Gravel or stone mulch may be used in relatively small areas when incorporated into an overall landscaping plan. Before the gravel or crushed stone is applied, it shall be washed.

2.02 TEMPORARY SEED

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

2.03 PERMANENT SEED

A. Permanent seeding shall be applied within 14 days after final grade has been reached, except during December through February. Permanent seeding shall also be applied on any areas that will not be disturbed again for a year even if final grades have not been reached. The use of mulch and erosion control blanket or turf reinforcement matting with permanent seeding shall be in accordance with applicable sections of this Specification. "Seed mats" may be used for permanent seeding in accordance with manufacturers' recommendations.

B. Permanent seeding shall be used on disturbed areas where permanent, long-lived vegetative cover is needed to stabilize the soil and on rough graded areas that will not be brought to final grade for one year or more.

C. The area to be seeded shall be protected from excess run-on and runoff as necessary with diversions, grassed waterways, terraces, or sediment ponds.

D. Contractor shall use the following Permanent Seed Mix, with the following exceptions:

   a. If a property owner landscaping agreement differs from this specification, the property owner landscaping agreement shall be followed on that property, or

   b. The area to be seeded is within 25 feet of a stream bank, in which case Contractor shall follow the seed mix provided in Section 02373, or

   c. The Construction Drawings identify a different seed mix.

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

Common Name	Proportion By Weight	% of Purity	% of Germination
Fine Lawn Fescue	40	90	85
Chewings Fescue	25	90	85
Italian Rye Grass	20	90	85
Red Top	10	90	85
White Clover	5	95	90

E. Vegetative cover alone shall not be used to provide erosion control cover and prevent soil slippage on a soil that is not stable due to its structure, water movement, or excessive slope.

F. Permanent seeding may not be done between December 1 through February 28.

G. Soil material shall be capable of supporting permanent vegetation and have at least 25 percent silt and clay to provide an adequate amount of moisture holding capacity. An excessive amount of sand will not consistently provide sufficient moisture for good growth regardless of other soil factors.

H. Fertilizer shall be applied at a rate determined by a soil test obtained by the Contractor. Fertilizer shall not be applied within 50 feet of a stream or other waterbody. Lime shall be applied at a rate of 100 pounds per 1,000 square feet or two tons per acre of agricultural ground limestone, unless soil test results indicate differently.

2.04 SOD

A. Sod shall be used for disturbed areas that require immediate vegetative cover, *e.g.*, the area surrounding a drop inlet in a grassed waterway, the design flow perimeter of a grassed waterway that will convey flow before vegetation can be established, and the inlet of a culvert. Sod may be installed throughout the year. "Seed mats" and seed with geotextiles may be used in place of sod when done in accordance with manufacturers' recommendations.

B. Contractor shall use tall fescue sod, unless another species is specified in the Construction Drawings or unless the property owner landscaping agreement differs from this specification.

C. Sod shall not be used to provide erosion control and prevent soil slippage on a soil that is not stable due to its structure, water movement, or excessive slope.

D. Sod shall be installed within 48 hours of digging and removal from the field. Sod should not be used on slopes steeper than 2H:1V. If it is to be mowed, installation should be on slopes no greater than 3H:1V.

E. Soil material shall be capable of supporting permanent vegetation and shall consist of at least 25 percent silt and clay to provide an adequate amount of moisture holding capacity. An excessive amount of sand will not consistently provide sufficient moisture for the sod regardless of other soil factors.

F. Fertilizer shall be applied at a rate determined by a soil test obtained by the Contractor. Fertilizer shall not be applied within 50 feet of a stream or other waterbody. Lime shall be applied at a rate of 100 pounds per 1,000 square feet or two tons per acre of agricultural ground limestone, unless soil test results indicate differently.

G. The sod shall consist of strips of live, vigorously growing grasses. The sod shall be free of noxious and secondary noxious weeds and shall be obtained from good, solid, thick-growing stands. The sod shall be cut and transferred to the job in the largest continuous pieces that will hold together and are practical to handle.

H. The sod shall be cut with smooth clean edges and square ends to facilitate laying and fitting. The sod shall be cut to a uniform thickness of not less than three-fourth inch measured from the crown of the plants to the bottom of the sod strips for all grasses except bluegrass. Bluegrass sod shall be cut to a uniform thickness of not less than one and one-half inches.

I. The sod shall be mowed to a height of not less than two inches and no more than four inches prior to cutting.

J. The sod shall be kept moist and covered during hauling and preparation for placement on the sod bed.

K. Sod shall be kept watered after installation until the project is considered substantially complete.

2.05 ROAD/PARKING STABILIZATION

A. Gravel or paved material shall be used to stabilize permanent roads or parking areas or roads or parking areas used repeatedly by construction traffic. Stabilization shall be accomplished within 14 days of grading or initiation of use for construction traffic. Unstabilized roads are not acceptable except in instances where the road will be used less than one month.

B. Road/parking stabilization shall be used wherever roads or parking areas are constructed, whether permanent or temporary, for use by construction traffic.

C. Stabilization shall be accomplished with a minimum depth of six inches of crushed stone. Stabilized construction roadbeds shall be at least 14 feet wide for one-way traffic and at least 20 feet wide for two-way traffic.

D. Temporary roads shall follow the contour of the natural terrain to the extent possible. Slopes shall not exceed 10 percent.

E. Temporary parking areas shall be located on naturally flat areas to minimize grading. Grades shall be sufficient to provide drainage but shall not exceed 4 percent.

F. All cuts and fills shall be 2H:1V or flatter.

G. Drainage ditches shall be provided as needed.

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

2.06 CONSTRUCTION ENTRANCE

A. A stabilized construction entrance shall be constructed wherever vehicles are leaving a construction site to enter a public road or at any unpaved entrance/exit location where there is a risk of transporting mud or sediment onto paved roads. A construction entrance shall be constructed at the beginning of the project before construction traffic begins to enter and exit the site.

B. A stabilized construction entrance shall be constructed of crushed stone a minimum of 6 inches thick laid over geotextile (filter fabric).

C. The width shall be at least 20 feet. At sites where traffic volume is high, the entrance shall be wide enough for two vehicles to pass safely. The length shall be at least 50 feet, and where practical, shall be extended to 100 feet. The entrance shall be flared where it meets the existing road to provide a turning radius.

D. Stormwater and wash water runoff from a stabilized construction entrance shall drain to a sediment trap or sediment pond. If conditions on the site are such that the majority of the mud is not removed by the vehicles traveling over the gravel, then the tires of the vehicles shall be washed before entering a public road.

E. Pipe placed under the entrance to handle runoff shall be protected with a mountable berm.

F. Dust control shall be provided in accordance with the applicable sections of this Specification.

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

H. Geotextile filter fabric shall be KYTC Type III.

2.07 DUST CONTROL

A. Dust control measures shall be implemented on the site.

B. Construction activities shall be phased to minimize the total area unstabilized at any given time, thereby reducing erosion due to air and water movement.

C. Construction roads shall be watered as needed to minimize dust.

D. Existing trees, shrubs, and ground cover shall be retained as long as possible during the construction. Initial land clearing should be conducted only in those areas to be regraded or where construction is to occur. Areas to be cleared only for new vegetation or landscaping shall be stabilized with seed and mulch immediately following clearing.

E. Vegetative cover is the most effective means of dust and erosion control, when appropriate. See sections on Temporary Seed, Permanent Seed, Mulch, and Sod of this Specification.

F. When areas have been regraded and brought to final grade, they shall be stabilized using temporary or permanent seed and mulch or other measures.

G. Mulch with mulch binders may be used as an interim dust control measure in areas where vegetation may not be appropriate.

H. See sections on Temporary Seed, Permanent Seed, Sod, Mulch, Road/Parking Stabilization, and Construction Entrance of this Specification.

2.08 EROSION CONTROL BLANKETS AND TURF REINFORCEMENT MATS

A. Mulch netting, erosion control blankets (ECBs), or turf reinforcement matting (TRM) shall be used on sloping areas as indicated in the Construction Drawings. Mats or nets and permanent seeding may be used as an alternate to sod for culvert entrances and grassed waterways when selected and installed in accordance with manufacturer's recommendations. TRMs shall be used at the water line to control toe erosion along stream banks and wave action in wet ponds. Erosion control blankets may be used to stabilize small ditches and swales and on recently planted slopes to protect seedlings until they become established.

B. Effective ECB and TRM installation shall require firm, continuous contact between the materials and the soil. If there is no contact, the material will not hold the soil and erosion will occur underneath the material.

C. ECBs or TRMs shall be used in critical areas such as banks along waterways where concentrated flows are expected. Manufacturer's specifications shall be followed.

D. ECBs, TRMs, and netting shall be suitable for their intended purpose and shall be used as indicated in the Construction Drawings and Figure 11-1.

2.09 TEMPORARY DIVERSION DITCH

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

B. Temporary diversion ditches shall have stable outlets. The combination of conditions of site, slopes, and soils should be so that the ditch can be maintained throughout its planned life.

C. Temporary diversion ditches shall not be constructed below high sediment-producing areas unless land treatment practices or structural measures, designed to prevent damaging accumulations of sediment in the channels, are installed with or before the diversion.

D. A typical diversion cross section consists of a channel and a supporting ridge. In the case of an excavated-type diversion, the natural ground serves as the diversion ridge. Diversion cross sections shall be adapted to the equipment that will be used for their construction and maintenance.

E. The channel may be parabolic or trapezoidal in shape. V-shaped ditches shall not be constructed.

F. Diversions shall be located so that water will empty onto an established area such as a stable watercourse, waterway, or structure.

G. Any high sediment-producing area above a diversion shall be controlled by good land use management or by structural measures to prevent excessive sediment accumulation in the diversion channel.

H. Temporary diversions above steep slopes or across graded rights-of-way shall have a berm with a minimum top width of 2 feet, side slopes of 2:1 or flatter and a minimum height of 18 inches measured from the channel bottom.

I. Diversions installed to intercept flow on graded rights-of-way shall be spaced 200 to 300 feet apart.

J. A level lip spreader shall be used at diversion outlets discharging onto areas already stabilized by vegetation.

2.10 LEVEL SPREADER

A. Level spreaders shall be constructed at the outlets of temporary diversion ditches if they discharge to landscaped areas. Level spreaders shall also be constructed at outlets of permanent constructed waterways where they terminate on undisturbed areas.

B. The length of the level spreader shall be constructed as shown on the Construction Drawings.

2.11 PERMANENT CONSTRUCTED WATERWAY

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

2.12 PIPE SLOPE DRAIN

A. Pipe slope drains shall be used whenever it is necessary to convey water down a steep slope, which is not stabilized or which is prone to erosion, unless a paved ditch (flume) is installed.

B. Contractor shall use a 10-inch diameter pipe or larger to convey runoff from areas up to one-third acre; 12-inch or larger pipe for up to half-acre drainage areas; and 18-inch pipe for areas up to one acre, unless otherwise specified in the Construction Drawings. Multiple pipes shall be required for large areas, spaced as shown on the Construction Drawings.

C. The pipe shall be heavy duty flexible tubing designed for this purpose, *e.g.*, non-perforated, corrugated plastic pipe, or specially designed flexible tubing.

D. A standard flared end section or a standard T-section fitting secured with a watertight fitting shall be used for the inlet.

E. Extension collars shall be 12-inch long sections of corrugated pipe. All fittings shall be watertight.

2.13 IMPACT STILLING BASIN

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

2.14 CHECK DAM

A. Check dams shall be limited to use in small, open channels that drain 10 acres or less.

B. Check dams shall not be used in streams.

C. Check dams can be constructed of stones, coir logs, or wood fiber logs.

D. If used, check dams shall be constructed prior to the establishment of vegetation.

E. The maximum height at the center of a check dam shall be three feet above the ground on which the rock is placed.

F. The center of the portion of the check dam above the flat portion of the channel shall be at least

1 foot lower than the outer edges. The outer edges of the check dam shall extend up the side slopes of the channel to a point 3 feet in elevation above the center portion of the check dam or to the top of the side slopes.

G. The maximum spacing between rock check dams in a ditch should be such that the toe of the upstream dam is at the same elevation as the top of the next downstream dam.

H. The spacing of coir and wood fiber check dams is one log every 100 feet for velocities of 5 fps or less, 50 feet for velocities between 5 and 7.5 fps, and 25 feet for velocities greater than 7.5 fps, unless otherwise shown in the Construction Documents.

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

J. Coir log or wood fiber log check dams shall be constructed of a single log with a diameter of at least 20 inches.

2.15 SEDIMENT TRAP

A. Sediment traps shall be installed below all disturbed areas of less than 5 acres that do not drain to a sediment pond.

B. Erosion control practices such as seeding, mulching, sodding, diversion dikes, etc., shall be used in conjunction with sediment traps to reduce the amount of sediment flowing into the trap. The amount of sediment entering a trap can be reduced by the use of stabilized diversion dikes and ditches.

C. The trap shall not be located in a stream. It shall be located to trap sediment-laden runoff before it enters the stream.

D. Trap depth shall be at least 2 feet at the inlet and 4 feet at the outlet. Effective trap width shall be at least 10 feet and trap length shall be at least 30 feet. Containment berms of earth or rock may be used. High velocity areas (e.g., overflows) shall be armored with rock, TRMs, or other suitable material.

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

2.16 SEDIMENT POND

A. A sediment pond shall be installed at the outlet of a disturbed area of 5 acres or more. The maximum drainage area for a single pond is 100 acres.

B. Design and construction shall comply with all federal, state, and local laws, ordinances, rules, and regulations regarding dams.

C. Erosion control practices such as seeding, mulching, sodding, diversion dikes, etc., shall be used in conjunction with sediment ponds to reduce the amount of sediment flowing into the pond.

D. The pond shall not be located in a stream. It shall be located to trap sediment-laden runoff before it enters the stream.

E. Contractor shall construct the sediment pond as shown on the Construction Drawings.

F. Permanent ponds designed for stormwater detention or water quality treatment may serve as

temporary sediment ponds if site conditions make the use of these structures desirable. At the time of conversion from a sediment pond to a permanent stormwater management pond, excess sediment shall be cleaned from the pond. If the pond is converted to a water quality basin, the sand in the sand filter outlet shall be replaced with clean sand unless it is shown to be clean.

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

H. Vegetation shall be established upon completion of construction of the embankment, emergency spillway and other areas disturbed by construction.

2.17 SILT FENCE

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

B. Under no circumstances shall silt fences be constructed in streams or in swales or ditch lines or any area of concentrated flow.

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

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

D. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0°F to 120°F.

E. Posts for synthetic fabric silt fences shall be either 2-inch by 2-inch wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them. Posts shall be no more than 6 feet apart.

F. Wire fence reinforcement for silt fences shall be a minimum of 36 inches in height, a minimum of 14 gauge and shall have a mesh spacing of no greater than 6 inches.

2.18 STORM DRAIN INLET PROTECTION

A. Storm drain inlet protection shall be utilized on drop inlets and curb inlets that receive sediment-laden runoff from disturbed areas.

B. Storm drain inlet protection shall only be used around drop inlets when the up-slope area draining to the inlet has no other or inadequate sediment control.

C. The drainage area shall be no greater than 1 acre.

D. The inlet protection device shall be constructed in a manner that will facilitate cleanout and disposal of trapped sediment and minimize interference with construction activities.

E. Inlet protection devices shall be constructed in such a manner that any resultant ponding of

stormwater will not cause flooding or excessive inconvenience or damage to adjacent areas, roadways, properties, or structures.

F. Inlet protection devices are low flow filter devices, and as such shall be constructed in such a manner as to allow for higher flows to bypass into the storm drain system to prevent flooding of the roadway or downstream properties.

2.19 FILTER STRIP

A. Filter strips shall be used on each side of permanent constructed channels.

B. Filter strips shall only be used to remove sediment from overland flow. Filter strips are not effective in removing sediment from concentrated flows.

C. If vegetative filters are proposed as a sediment control device and they do not already exist, they shall be planted and established prior to initiating land disturbing activities.

D. The minimum filter strip width shall be 50 feet for streams, wetlands, and sinkholes. The minimum filter strip width shall be ten feet for constructed waterways.

E. Where a post development floodplain or wet weather conveyance is being protected, filter strips shall be provided on each side. When a wetland or sinkhole is being protected, filter strips shall be provided around the perimeter.

F. Contractor shall construct the filter strips as shown on the Construction Drawings.

G. Existing grass or grass/legume mixtures used as filter strips shall be dense and well established, with no bare spots. When establishing new seeding, consideration shall be given to wildlife needs and soil conditions on the site. The following chart provides a list of alternative grass and grass/legume mixtures:

SEEDING MIXTURE AND SITE SUITABILITY CHART

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

Notes:

1. All seeding shall be in accordance with the seeding sections of this Specification.

2. Well-drained sites include sites that are drained with tile as well as naturally well-drained and droughty sites. Wet sites include sites that are excessively wet only a portion of the growing season.

2.20 STREAM CROSSING

A. Stream crossings shall be used in cases where construction traffic, permanent traffic, or utilities must cross existing post development floodplains. If the drainage area exceeds 1 square mile and a structure is necessary, the structure shall be designed by a professional engineer licensed in Kentucky, and shall be considered a permanent structure. Stream crossings shall be as close to perpendicular to the stream flow as possible.

B. Temporary stream crossings are applicable to flowing streams with drainage areas less than one square mile. Temporary stream crossings shall be planned to be in service for the shortest practical period of time and to be removed as soon as their function is completed.

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

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

D. All stream crossings shall be constructed in such a manner as to avoid flooding or excessive inconvenience or damage to adjacent areas, roadways, properties, or structures.

E. When using a culvert crossing, the top of the compacted earth fill shall be covered with at least six inches of KYTC No. 2 stone.

F. KYTC No. 2 stone shall also be used for the stone pads forming the crossing approaches.

2.21 PUMP-AROUND FLOW DIVERSION

A. A pump-around flow diversion shall be used to divert flow around construction activities occurring in a stream when those activities are reasonably expected to cause the erosion of sediment or deposition of sediment in the stream.

B. Check dams to form the diversion shall span the banks of the stream. Maintain 1-foot freeboard (minimum) on the upstream and downstream checks.

C. Check dams may be constructed of sandbags or may be a water-filled bladder such as an Aqua-Barrier.

D. The dewatering flow from the work area shall be treated in a sediment-trapping device prior to discharge to the stream.

E. Sandbags shall be woven polypropylene bags with approximate dimensions of 18-1/2 inches by 28 inches. Contractor shall tie the ends of filled bags closed using either draw strings or wire ties.

2.22 CONSTRUCTION DEWATERING

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

PART 3 – EXECUTION

3.01 GENERAL

A. Erosion and sediment control practices shall be consistent with the requirements of Chapter 11 of the LFUCG Stormwater Manual and other state and local regulatory agencies and in any case shall be adequate to prevent erosion of disturbed and/or regraded areas and discharge of sediment from the site.

B. Contractor is responsible for notifying and obtaining coverage from the Kentucky Division of Water concerning inclusion under the KPDES General Permit for Stormwater Discharges Associated with Construction Activities.

C. Gravity sewer lines, force mains, and water lines that cross streams shall be constructed by methods that maintain normal stream flow and allow for a dry excavation. Water pumped from the excavation shall be contained and allowed to settle prior to reentering the stream, or filtered through a sediment removal device. Excavation equipment and vehicles shall operate outside of the flowing portion of the stream. Spoil material from the line excavation shall not be allowed to enter the flowing portion of the stream. Clean Water Act Section 401 and 402 requirements enforced by the US Army Corps of Engineers and the Kentucky Division of Water and the provisions of this condition shall apply to all types of utility line stream crossings.

D. Removal of riparian vegetation in the utility line right-of-way shall be limited to that necessary for equipment access. Effective erosion and sedimentation control measures shall be employed at all times during the project to prevent degradation of Waters of the Commonwealth. Site regrading and reseeding shall be accomplished with 14 days after disturbance.

3.02 MULCH

A. Seed shall be applied prior to mulching except where seed is to be applied as part of a hydroseeder slurry containing mulch.

B. Lime and fertilizer (where needed) shall be incorporated and surface roughening accomplished as needed prior to mulching in accordance with applicable sections of this Specification.

C. Mulch materials shall be spread uniformly by hand or mechanically so the soil surface is covered. During or immediately following application, the mulch shall be anchored or otherwise secured to the ground according to one of the following methods:

1. Mechanical – Use a disk, crimper, or similar type tool set straight to punch or anchor the mulch material into the soil.

2. Mulch Tackifiers/Nettings/Emulsions – Use according to the manufacturer's recommendations. This is a superior method in areas of water concentration to hold mulch in place.

3. Wood Fiber – Wood fiber hydroseeder slurries may be used to tack straw mulch. This combination treatment is well suited to steep slopes and critical areas, and severe climate conditions.

D. Mulch shall be anchored using a mulch anchoring tool, a liquid binder/tackifier, or mulch nettings. Nets and mats shall be installed to obtain firm, continuous contact between the material and the soil. Without such contact, the material is useless and erosion occurs.

E. A mulch anchoring tool is a tractor-drawn implement that is typically used for anchoring straw and is designed to punch mulch approximately two inches into the soil surface. Machinery shall be operated on the contour and shall not be used on slopes steeper than 3H:1V.

F. When using liquid mulch binders and tackifiers, application shall be heaviest around edges of areas and at crests of ridges and banks to prevent wind blow. Remainder of area shall have binders/tackifiers spread uniformly in accordance with manufacturer's recommendations.

G. When using a mulch net, it shall be used in conjunction with an organic mulch and shall be installed immediately after the application and spreading of the mulch

H. Erosion control blankets and turf reinforcement mats are considered protective mulches and may be used alone on erodible soils and during all times of year. Blankets and mats shall be installed in accordance with manufacturer's recommendations.

I. Mulched areas shall be inspected at least weekly and after each rainfall of one-half inch or more. When mulch material is found to be loosened or removed, the mulch cover shall be replaced within 48 hours.

3.03 TEMPORARY SEED

A. The site shall be graded as needed to permit the use of conventional equipment for seedbed preparation, seeding, mulch application, and anchoring.

B. The needed erosion control practices, such as diversions, temporary waterways for diversion outlets, and sediment ponds, shall be installed prior to seeding.

C. Prior to seeding, lime and fertilizer (if needed) shall be worked into the soil with a disk harrow, springtooth harrow, or similar tools to a depth of two inches. On sloping areas, the final operation shall be on the contour.

D. The seed shall be applied uniformly with a cyclone seeder, drill, cultipacker, seeder, or hydroseeder (slurry may include seed and fertilizer) preferably on a firm, moist seedbed. Seed shall be sown no deeper than one-fourth inch to one-half inch.

E. The seedbed shall be firmed following seeding operations with a cultipacker, roller, or light drag.

F. On sloping land, seeding operations shall be on the contour wherever possible.

G. Mulch shall be applied, in the amounts described in the mulch section of this Specification, to protect the soil and provide a better environment for plant growth.

H. New seed shall have adequate water for growth, through either natural means or irrigation, until plants are firmly established.

I. Seeded areas shall be inspected at least weekly after planting and after each rainfall of one-half inch or more. Areas requiring additional seed and mulch shall be repaired within 48 hours.

J. If vegetative cover is not established within 21 days, the area shall be reseeded.

3.04 PERMANENT SEED

A. During site preparation, topsoil shall be stockpiled for use in establishing permanent vegetation.

B. The site shall be graded as needed to permit the use of conventional equipment for seedbed preparation, seeding, mulch application, and anchoring.

C. The needed erosion control practices, such as diversions, temporary waterways for diversion outlets, and sediment ponds, shall be installed prior to seeding.

D. Prior to seeding, lime and fertilizer shall be worked into the soil with a disk harrow, springtooth harrow, or similar tools to a depth of four inches. On sloping areas, the final operation shall be on the contour.

E. Where compacted soils occur, they shall be broken up sufficiently to create a favorable rooting depth of six to eight inches.

F. The seed shall be applied uniformly with a cyclone seeder, drill, cultipacker, seeder, or hydroseeder (slurry may include seed and fertilizer) preferably on a firm, moist seedbed. Seed shall be sown no deeper than one-fourth inch to one-half inch.

G. The seedbed shall be firmed following seeding operations with a cultipacker, roller, or light drag.

H. On sloping land, seeding operations shall be on the contour wherever possible.

I. Mulch shall be applied, in the amounts described in the mulch section of this Specification, to protect the soil and provide a better environment for plant growth.

J. New seed shall have adequate water for growth, through either natural means or irrigation, until plants are firmly established.

K. Seeded areas shall be inspected at least weekly after planting and after each rainfall of 0.5 inches or more. Areas requiring additional seed and mulch shall be repaired within 48 hours.

L. If vegetative cover is not established (>70%) within 21 days, the area shall be reseeded. If 40 to 70 percent groundcover is established, overseed and fertilize, using half of rates originally applied, and mulch. If less than 40 percent groundcover is established, follow original seedbed preparation methods, seeding and mulching specifications, and apply lime and fertilizer if needed according to soil tests.

3.05 SOD

A. The area to be sodded shall be protected from excess runoff, as necessary, with appropriate BMPs.

B. Prior to sodding, the soil surface shall be cleared of all trash, debris, and stones larger than one inch in diameter, and of all roots, brush, wire, and other objects that would interfere with the placing of the sod.

C. Compacted soils shall be broken up sufficiently to create a favorable rooting depth of six to eight inches.

D. Lime and fertilizer (if needed) shall be worked into the soil with a disk harrow, springtooth harrow, or other suitable field equipment to a depth of four inches.

E. After the lime and fertilizer have been applied and just prior to the laying of the sod, the soil in the area to be sodded shall be loosened to a depth of one inch. The soil shall be thoroughly dampened immediately after the sod is laid if it is not already in a moist condition.

F. No sod shall be placed when the temperature is below 32°F. No frozen sod shall be placed nor shall any sod be placed on frozen soil.

G. When sod is placed during the periods of June 15 to September 1 or October 15 to March 1, it shall be covered immediately with a uniform layer of straw mulch approximately one-half inch thick or so the green sod is barely visible through the mulch.

H. Sod shall be carefully placed and pressed together so it will be continuous without any voids between the pieces. Joints between the ends of strips shall be staggered.

I. On gutter and channel sodding, the sod should be carefully placed on rows or strips at right angles to the centerline of the channel (*i.e.*, at right angles to the direction of flow). The edge of the sod at the outer edges of all gutters shall be sufficiently deep so that surface water will flow over onto the top of the sod.

J. On steep graded channels, each strip of sod shall be staked with at least two stakes not more than 18 inches apart.

K. On slopes 3H:1V or steeper, or where drainage into a sod gutter or channel is one-half acre or larger, the sod shall be rolled or tamped and then chicken wire, jute, or other netting shall be pegged over the sod for protection in the critical areas. The netting and sod shall be staked with at least two stakes not more than 18 inches apart. The netting shall be stapled on the side of each stake within two inches of the top of the stake. The stake should then be driven flush with the top of the sod.

L. When stakes are required, the stakes shall be wood and shall be approximately ½ inch by ¾ inch by 12 inches. They shall be driven flush with the top of the sod with the flat side against the slope and on an angle toward the slope.

M. Sod shall be tamped or rolled after placing and then watered. Watering shall consist of a thorough soaking of the sod and of the sod bed to a depth of at least 4 inches. The sod should be maintained in a moist condition by watering for a period of 30 days.

N. In the absence of adequate rainfall, watering shall be performed daily or as often as necessary during the first week to maintain moist soil to a depth of 4 inches. Watering shall be done during the heat of the day to prevent wilting. After the first week, sod shall be watered as necessary to maintain adequate moisture content.

O. The first mowing of sod shall not be attempted until the sod is firmly rooted. No more than one-third of the grass leaf shall be removed by the initial and subsequent cuttings. Grass height shall be maintained between 2 inches and 3 inches.

P. Where sod does not establish properly, the sod should be replaced immediately. Areas requiring resodding should be prepared in the same manner as the original installation.

3.06 ROAD/PARKING STABILIZATION

A. The roadbed or parking surface shall be cleared of all vegetation, roots, and other objectionable material.

B. All roadside ditches, cuts, fills, and disturbed areas adjacent to parking areas and roads shall be stabilized with appropriate temporary or permanent vegetation according to the applicable sections of this Specification.

C. Geotextile filter fabric shall be applied beneath the stone for additional stability in accordance with fabric manufacturer's specifications.

D. Both temporary and permanent roads and parking areas may require periodic top dressing with new gravel. Seeded areas adjacent to the roads and parking areas shall be checked regularly to ensure that a vigorous stand of vegetation is maintained. Roadside ditches and other drainage structures shall be checked once each week to ensure that they do not have silt or other debris that reduces their effectiveness.