

CONTRACT DOCUMENTS AND SPECIFICATIONS

DIVISION OF WATER QUALITY

FOR

FLEET MANAGEMENT'S WATER QUALITY IMPROVEMENTS

Bid No. 57-2018

Prepared by Vision Engineering, LLC

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PART 1

ADVERTISEMENT FOR BIDS

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ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received by the Lexington-Favette Urban County Government (LFUCG) until 2:00 p.m., local time, May 08, 2018, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, conditions (general and special), IonWave Q&A, specifications, and/or the drawings prepared by Vision Engineering, LLC for Lexington-Fayette Urban County Government, Division of Water Quality. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be publicly opened and read aloud.

DESCRIPTION OF WORK 2.

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule beginning on page P-6, Part III, Form of Proposal, of this document, for the Fleet Management's Water Quality Improvements, located at 669 Byrd Thurman Drive, Lexington-Fayette County, Kentucky.

OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS 3.

Plans, Specifications, and Contract Documents may be obtained from the official document distributor, LYNN IMAGING, 328 Old Vine Street, Lexington, KY 40507, (859) 255-1021 or (www.lynnimaging.com) and click on plan room for a non-refundable price of reproduction for each full set of plans and documents.

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

LFUCG Division of Central Purchasing 200 East Main Street, Third Floor, Rm 338 Louisville, KY 40218 Lexington, Kentucky 40507 (859) 258-3320

Builder's Exchange 2300 Meadow Drive

4. METHOD OF RECEIVING BIDS

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

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

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

5. METHOD OF AWARD

The Contract, if awarded, will be to the lowest, qualified responsible bidder for the total project whose qualifications indicate the award will be in the best interest of the OWNER and whose bid/proposal complies with all the prescribed requirements. No Notice of Award will be given until the OWNER has concluded such investigation as deemed necessary to establish the responsibility, qualifications and financial ability of Bidders to do the work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER's satisfaction. In analyzing Bids, the OWNER may take into consideration alternate and unit prices, if requested by the Bid forms.

6. BID WITHDRAWAL

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

7. BID SECURITY

If the bid is \$50,000 or greater, bid shall be accompanied by a certified /cashier's check or bid bond payable to the Lexington-Fayette Urban County Government in an amount not less than Five Percent (5%) of the base bid. Bid bond shall be executed by a Surety Company authorized to do business in the Commonwealth of Kentucky and countersigned by a licensed Kentucky Resident Agent, representing the Surety Company. Bid Bonds are not required for bids under \$50,000. A certified check or cashier's check is also acceptable forms of bid security.

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids 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, **May 08, 2018**. Sealed proposals shall be clearly marked on the outside of the container as follows: Company Name and Address, Bid Invitation Number, and Project Name to be opened at 2:00 p.m. local time **May 08, 2018**. Bids are to remain sealed until official Bid closure time. Bids received after the scheduled closing time for receipt of bids will not be considered and will be returned unopened.

9. RIGHT TO REJECT

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

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

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

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

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

All submissions should be directed to:

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

11. NOTICE CONCERNING MWDBE and Veteran GOALs

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

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

For assistance in locating Disadvantaged Business Enterprise and Veteran-

Owned Small Businesses as Subcontractors contact:

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

12. PRE-BID MEETING

A non-mandatory pre-Bid meeting will be held at 10:00 AM local time, April 27, 2018 at Tate Building, LFUCG DIVISION OF WATER QUALITY at 125 Lisle Industrial Avenue, Suite 180; Lexington, KY 40511. Site visit will follow the pre-Bid meeting.

END OF SECTION

PART II

INFORMATION FOR BIDDERS

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PART II

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

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

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

2. PREPARATION OF BID

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

3. SUBCONTRACTS

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

4. QUALIFICATION OF BIDDER

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

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

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

- A. If the OWNER requires filling out a detailed financial statement, the bidder may provide its current certified financial statement(s) for the required time interval.
- B. Corporate firms are required to be registered and in good standing with the requirements and provisions of the Office of the Secretary of State, Commonwealth of Kentucky.
- C. Documents Required of CONTRACTOR (1) A sworn statement signed by the President or owner of the Company regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.
- D. Optional OWNER Requirements The OWNER, at its discretion, may require the BIDDER/CONTRACTOR to provide: (1) a current detailed financial statement for a period including up to 3 prior years; (2) financial security or insurance in amounts and kinds acceptable to the OWNER to meet the financial responsibility requirements for the CONTRACTOR to indemnify the OWNER. (3) Additional information and/or DBE work force data, as well as DBE participation data.

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

5. BID SECURITY

- A. Each bid must be accompanied by a bid bond prepared on a Form of Bid Bond and attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid. Such bid bond will be returned to the unsuccessful bidder(s) only upon written request to the Director of Central Purchasing within seven (7) days of opening of bids. Bid bond shall be made payable to the Lexington-Fayette Urban County Government. Bid security is not required for projects under \$50,000.
- B. Bonds shall be placed with an agent licensed in Kentucky with surety authorized to do business within the state. When the premium is paid for such coverage, the full commission payable shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay \$400.00 per day as liquidated damages, or the sum as specified in the Contract for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

- B: Bidders should examine the requirements of section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures. and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph 8; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Director of Central Purchasing, who in turn will have an Addendum issued for the Lexington-Fayette Urban County Government, and to be given consideration must be received prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. Acknowledgement of the receipt of addenda must be included with all submitted bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

10. SECURITY FOR FAITHFUL PERFORMANCE

A. Simultaneously with his delivery of the executed Contracts, the CONTRACTOR shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions.

The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.

- B. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverage's, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
- C. Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later). Each document will be for 100% of the Contract Bid Amount.

11. POWER OF ATTORNEY

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

12. TAXES AND WORKMEN'S COMPENSATION

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

13. LAWS AND REGULATIONS

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

14. EROSION AND SEDIMENT CONTROL AND PERMITS

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

15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

Federal wage rates and regulations, if required for this Project, will be as described in the Special Conditions and appendices.

16. AFFIRMATIVE ACTION PLAN

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

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

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

All submissions should be directed to:

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

17. CONTRACT TIME

The number of calendar days within which the Work is to be substantially completed and ready for final payment (the Contract Time) is set forth in the Form of Proposal and the Agreement.

18. SUBSTITUTE OR "OR-EQUAL" ITEMS

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

19. ALTERNATE BIDS

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

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

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

20. SIGNING OF AGREEMENT

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

21. ASSISTANCE TO BE OFFERED TO DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) CONTRACTORS AND VETERAN OWNED SMALL BUSINESSES

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

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

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

B. Bid Bond Assistance for MWDBE(s)

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

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

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

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

D. MWDBE and Veteran Subcontractors

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

For a list of eligible subcontractors, please contact:

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

22. LFUCG NON-APPROPRIATION CLAUSE

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

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

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

END OF SECTION

PART III

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PART III

Invitation to Bid No. 57-2018

Fleet Management's Water Quality Improvements

1. FORM OF PROPOSAL	
	Place: Lexington, Kentucky
	Date: 5/8/19
The following Form of Proposal Work.	shall be followed exactly in submitting a proposal for this
This Proposal Submitted by	INDODAM CONSTRUCTION CO. INC
	Name and Address of Bidding Contractor)
(Hereinafter called "Bidder"), of the doing busing applicable.	corporation," "a partnership", or an "individual" as

To:

Lexington-Fayette Urban County Government

(Hereinafter called "OWNER")
Office of the Director of Purchasing
200 East Main Street, 3rd Floor

Lexington, KY 40507

Gentlemen:

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

The Bidder hereby a	cknowl	edges receipt of the following addenda:
Addendum No.	Date _	5/1/18
Addendum No	Date	
Addendum No	Date_	
Addendum No	Date_	
Addendum No	Date _	
Addendum No	Date _	
Addendum No	Date _	
Addendum No.	Date _	

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

2. **LEGAL STATUS OF BIDDER**

Bidde	WOODM
Date	5/8/18
* 1.	A corporation duly organized and doing business under the laws of the State of for whom for whom who
*2	A Partnership, all of the members of which, with addresses are: (Designate general partners as such)
* 3.	An individual, whose signature is affixed to this Bid/Proposal (please print name)
	(The Bidder shall fill out the appropriate form and strike out the other two.)

3. <u>BIDDERS AFFIDAVIT</u>

Come: under	s the Affiant, 500 \$\to\$ \to\$ \to\$ \to\$ \to\$ \to\$ and after being first duly sworn, states penalty of perjury as follows:
1.	His/her name is c o #
2.	Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3.	Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4.	Bidder has authorized the Division of Central Purchasing to verify the above- mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5.	Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6,	Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
7,	Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists. Further, Affiant sayeth naught.
	(Affiant)
STATE OF	My 11
COUNTY OF	FAMEHE
The foregoing i	instrument was subscribed, sworn to and acknowledged before me by
Sco H	wood on this the @ day of _ MAY
2018.	y 1
My Commissio	n expires: 5/8/19
	NOTARY PUBLIC, STATE AT LARGE. PUBLIC PUBLIC NOTARY PUBLIC
	P-5 NOTARY PUBLIC, STATE AT LARGE PUBLIC ID NO. 533536 EXPIRES SIBIROY ARGE LARGE ARGE LARGE ARGE LARGE ARGE

4. BID SCHEDULE - SCHEDULE OF VALUES

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

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

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

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

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

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

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

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

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
1	Mobilization	LS	1		
2	Bonds and Insurance	LS	1		
3	General Conditions	LS	1		
4	Demobilization	LS	1		
5	Erosion and Sediment Control and Conformance with SWPPP	LS	1		
6	Berm Embankment	C.Y.	400		

BID SCHEDULE

Fleet Management's Water Quality Improvements
669 Byrd Thurman Drive

	OGO Dylu				
BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
1	Mobilization	LS	1	Z.933.60	Z,833,60
2	Bonds and Insurance	LS	1	1.366.48	1306,48
3	General Conditions	LS	1	300,00	360.00
4	Demobilization	LS	1	500.00	500.00
5	Clearing and Grubbing Vegetation area along Fence/Toe of Berm	LS	1	5.566.00	5566.00
6	Erosion and Sediment Control and Conformance with SWPPP	LS	1	9,727 85	9.727.85
7	Berm Embankment	C.Y.	400	30,19	12,076,00
8	Demolish and Replace Curb and Gutter	LF	135	34.16	4.611.60
9	Mill and Resurface 1.25 inch Pavement	SY	322	21.38	6,884.36
10	Demolish 15 inch pipe and Headwall	LS	1	1.138.50	1_138.50
11	Demolish and Reconstruct Chain Link Fence with barbed wire	LF	125	36,69	4,586.25
12	Type 7 Surface Inlet & Associated 24 Inch ADS pipe	EA	4	4,107.38	29.5 <u>2</u> 429.41
13	1000 Gallons Oil Water Separator	EA	1	8,494.Si	8,494.91
14	Flexstorm Insert	EA	4	813.83	3,255.32
15	Bio-Retention Area	SY	500	82.39	41,195,00
16	Grass Channel	LF	315	11.55	5,213 25

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
17	Outlet Structure	EA	1	3,098.89	3.098.89
18	15 Inch Headwall	EA	1	895,51	895.51
19	Riprap Channel Lining	C.Y.	5	74.26	371.30
20	15" ADS N-12 Pipe	LF	45	47.22	2,124,90
	То	tal Amou	nt Bid (Items	s 1 Thru 20)	130,609.14

Total Base Bid Amount (In Words):

NINE DOLLARS & 14/100.

Bid must be signed: (original signature)	Signature of Authorized Company Representative – Title
	SCOTT NOODM Representative/s Name (Typed or Printed)
	959 Z33 Z 9 0 9 859 Z 8 1 6 7 5 9 Area Code - Phone - Extension Fax #
	SWADALLAM QUODBAMCIUCT. COM E-Mail Address

OFFICIAL ADDRESS:

1332 CALILI

LNU WY 40504

(Seal if Bid is by Corporation)

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

5. STATEMENT OF BIDDER'S QUALIFICATIONS

Signed:

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Proposal: MAGOUN 1. Name of Bidder: Permanent Place of Business: 2. When Organized: 1965 3. Where Incorporated: 4. Construction Plant and Equipment Available for this Project: 5. \$ 2 cc (Attach Separate Sheet If Necessary) 6. Financial Condition: If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by: 7.

_____(Surety)

(Representative of Surety)

NAME	LOCATION	CONTRACT SUM
LAYS www	Ley	2.2 W
,		
	contract and bonded the following	
NAME Though Ctra	LOCATION	CONTRACT SUM
7 to 1 4 91 CT1-		ZM

et Key Bidder Personnel	who will work on this Project	
st Key Bidder Personnel	who will work on this Project.	NO OF YEARS
NAME	POSITION DESCRIPTION	NO. OF YEARS WITH BIDDER
NAME		WITH BIDDER
NAME	POSITION DESCRIPTION	WITH BIDDER
NAME	POSITION DESCRIPTION	WITH BIDDER

8.

DBE Participation on current bonded projects under contract:				
SUBCONTRACTORS (LIST)	PROJECT (SPECIFIC TYPE)	DBE	% of WORK	
		-		
	-	·		
-			N 	
			(1)	
		-	S-12-	
(USE A	ADDITIONAL SHEETS IF	NECESSARY)		

11.

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

6. <u>LIST OF PROPOSED SUBCONTRACTORS</u>

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

BRANCH OF WORK - LIST EACH MAJOR ITEM Such as: Grading, bituminous paving, concrete, seeding a protection, construction staking, etc.		<u>DBE</u> <u>Yes/No</u>	% of Work
1. ASP WANT	Name: ATJ		5
	Address:	<u> </u>	
2	Name:		
	Address:	<u> </u>	
3	Name:		-
	Address:	-	
4	Name:		
	Address:	= ;	
5	Name:	-: : : : : : : : : : : : : : : : : : :	
	Address:	= };	
6	Name:	<u></u>	
	Address:	28	
7	Name:		
:	Address:		

P-12

(Attach additional sheet(s) if necessary.)

7. Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- I. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing

or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn,rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference #_____

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

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

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

Company 5 6 1 2	V Shill
	Company Representative
5/8/18	Pirs
Date	Title



LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference

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

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

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

Moopm	V Addition
Company 5 8 1Pa	Company Representative
Date	Title



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

Company Name				Contact P	erson							
Address/Phone/Email				Bid Package / Bid Date								
AWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran				
-												
			i.									
NA= Native The undersign	American) dedges that all in	nformation i	s accurate. I	Any misrepresent	= Asian America ation may result in atements and claim	termination					
Moon	Dim			-	O fild							
Company	1.0				ompany Repres	CHIAUVC						



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Project Name/ (Contract #			Work Period/		To:	
Company Name	:			Address:			
Federal Tax ID:				Contact Person	a;		
Subcontractor Vendor ID (name, address, bbone, email	Description of Work	Total Subcontract Amount	% of Total Contrac Awarde to Prim for this Project	d this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
y the signature be f the representate and/or prosecution	ions set forth b	pelow is true	Any misr	epresentations m	ay result in the	termination of	t, and that e of the cont
Company				Company Repre	-0/114		

LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote # 57 - 2 616

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications, and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate. Included documentation of advertising in the above publications with the bidders good faith efforts package Attended LFUCG Central Purchasing Economic Inclusion Outreach event Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s). Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran

	participation, even when the prime contractor may otherwise perform these work items with its own workforce
	Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
	Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
	Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
	Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
	Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.
	Otherany other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.
	NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.
The undersignation in termination false statement	ed acknowledges that all information is accurate. Any misrepresentations may result of the contract and/or be subject to applicable Federal and State laws concerning
TA DO N	A A
Company	Company Representative
Date	Title

8. <u>AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST</u>

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

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

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL:
POSITION/TITLE: Pres
STATEMENT OF EXPERIENCE: ZO Y 13
NAME OF INDIVIDUAL: Robert Mysis
POSITION/TITLE: ENGINEER
STATEMENT OF EXPERIENCE: 25 VVS
NAME OF INDIVIDUAL: NAME OF INDIVIDUAL:
POSITION/TITLE: 50 pr
STATEMENT OF EXPERIENCE: 7 6 4 1
NAME OF INDIVIDUAL:
POSITION/TITLE:
STATEMENT OF EXPERIENCE:

NAME OF INDIVIDUAL:	
POSITION/TITLE:	
STATEMENT OF EXPERIENCE:	
NAME OF INDIVIDUAL:	
POSITION/TITLE:	
STATEMENT OF EXPERIENCE:	

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

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- * Section 503 of the Rehabilitation Act of 1973 States:
 - The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners,

Directors, and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

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

<u>Bidders</u>

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

Signature

Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself

and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;
- (3) The contract will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

lt	is	the	policy	of

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

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

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

ļ		
12.	WORKFORCE ANALYSIS FORM	
Nam	ne of Organization;	

Categories	Total	(N Hispa	hile Not anic or lino)	Hispai Lati		Blaci Afric Amer (No Hispar Lati	an- Ican ol nic or	Haw and (Pad Islai (N	live ailan Other cific nder lot inic or	His	n (Not panic atino	Ind Alask (not H	erican lian or an Native ispanic or atino	races Hispa	r more s (Not into or tino	То	ta i
		M	F	М	F	M	F	М	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:	
	(Name and Title)		Revised 2015-Dec-15

13. EVIDENCE OF INSURABILITY

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

Names Insured.		Employee ID				
Address			Phone			40
Project to be insured:						
In heu of obtaining certificates of insummee at and Risk Management of Part V (Special Cond	this time, the undersilitions), including all	igned agrees to provide the above No requirements, and conditions:	amed Insured with the minimum	n coverage listed below. Th	eso are outlined in the In	1surar
Section Items	Covernge	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of	A M. Best's Code Ra	Ming
SC-3, Section 2, Part 4.1 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 nggregate	S			
SC-3, Section 2, Part 4.1 – see provisions	AUTO	\$2,000,000/per occ.	S			
SC-3, Section 2, Part 4.1 – see provisions	wc	Statutory w /endorsement as	S			
Section 2 includes required provisions, statement when submitting	nts regarding insurar	nce requirements, and the undersign	ed agrees to abide by all provisi	ons for the coverage's check	ted above unless stated o	itherv
Agency or Brokerage			Name of Authorized	Representative		
Street Address			Title			
City State		Zip	Authorized Signature	3		
Telephone Number		_	Date			ě
NOTE: A abode de la lace						

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

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

14. DEBARRED FIRMS

PROJECT NAME:
BID NUMBER: 57-2018
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT LEXINGTON, KY
All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.
All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.
The undersigned hereby certifies that the firm of has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.
Name of Firm Submitting Bid
Signature of Authorized Official
Title
5/8 2018 Date

15. DEBARMENT CERTIFICATION

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

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

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

Firm Name:	W000 MM	
Project:	57-2018	
Printed 4	Name and Title of Au	horized Representative:
Signature:	e shill	
Date:	5/8/18	
	END OF SECTION	



The Hanover Insurance Company
Citizens Insurance Company of America
Messachusetts Bay Insulance Company

BID BOND

CONTRACTOR:	SURETY:
(Name, legal status and address)	(Name, legal status and principal place of business)
Woodall Construction Co Inc. 1332 Cahill Drive Lexington, KY 40504-1164	The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653
OWNER:	(8)
(Name, legal status and address)	
LFUCG	
200 East Main Street	
Lexington, KY 40507	* _
BOND AMOUNT: Five Percent of Amount Bid	
PROJECT: (Name, location or address, and Project Number, (f any)	· · · · · · · · · · · · · · · · · · ·
LFUCG-Fleet Managements Water Quality Im	provements
: (2)	e e

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

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

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

The Hanover Insurance Company vouches that the original text of this document conforms exactly to the text in AIA Document A310 (2010 Edition) Bid Bond.

Witness

Woodall Construction Co., Inc.
(Contractor as Principal)

By:

Name: Settle Mandel

Title: Result

Witness

The Hanover Insurance Company

By: Quan Bagan

By: Tepp M. (Seal)

Name:

Tille:

Jeffrey M. Wilson

Attorney-In-fact

2018

Signed and sealed this __8__ day of __Mav_____

Name: Diane Eagan

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: THIS THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the tawe of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and expoint

Mark W. Edwards, II. Ronald B. Gladrosich, Jeffrey M. Wilson, Robert R. Freel and/or Evondia H. Woessner

of Birmingham, AL and each is a true and invital Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver (or. and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

and said companies hereby ratify and confirm all and whatevever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by without of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, is conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surely any and all bonds, recognizations, contracts of indomnity, valvoir of clistion and all other writings obligatory in the nature detect, with power to effect details the seal of the Company. Are very such writings so executed by such Attorneys-in-fact shalf be as binding upon the Company as if they had been duly executed and acknowledged by the regularity efected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duty attested by two Vice Precidents. this 27th day of October 2011.

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

LULL JULY WWW

Robert Thomas, Vice President

THE COMMONWEALTH OF MASSACHUSETTS) COUNTY OF WORCESTER

On this 27th day of October 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusatts Bay Insurance On this 27th day of October 2011 before the carry the above harlad vice resonants in Indicate described herein, and achoeved on the Company and Critizens insurance Company of America, to me personally known to be the individuals and officers described herein, and achoeved on the Hanover Insurance Company, Massachusetts Bay Insurance Company and Critizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duty affixed and subscribed to said instrument by the authority and direction of said Corporations.



arbaro Q. Starlick Barbaro A, Garlick, Notary Public

My Commission Empires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under end by authority of the following resolution of the Board of Directors of The Hanovier Insurance Company. Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

PRESCLVED. That any and all Powers of Attorney and Carbined Copies of such Powers of Attorney and carbinetion is respect thereto, greated and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all algundances therein were manually stifted, even though one or more of any such algundances thereon may be facultable." (Adopted October 7, 1961 - The Henover Insurance Company; Adopted September 7, 2001 - Citizant Insurance Company; Adopted September 7, 2001 - Citizant Insurance Company.

GIVEN under my hand and the seals of said Companies, at Wordesler, Massachusetts, this 8 day of May 2018

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

pyrisian

dignn Margoslan, Vice President



The Hanover Insurance Company
Citizens insurance Company of America
Massachusetts Bey insularnoe Company

BID BOND

CONTRACTOR: (Name, legal status and	t address)	SURETY: (Name, legal status and principal place of business)
Woodall Construct 1332 Cahill Drive Lexington, KY 4050		The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653
OWNER:		
(Name, legal status and	address)	
LFUCG		
200 East Main Str	reet	
Lexington, KY 40	9507	
BOND AMOUNT:	Five Percent of Amount Bid	
PROJECT:		
(Name, location or addr	ress, and Project Number, (fany)	K = 121
LFUCG-Fleet	Managements Water Quality Improvem	ents

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

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

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

The Hanover Insurance Company vouches that the original text of this document conforms exactly to the text in AIA Document A310 (2010 Edition) Bid Bond.

Signed and sealed this <u>8</u> day of <u>May</u>	2018	
By: Sadar d'Ally Name: Bakhnun A. Caktey	Woodall Construction Co., Inc. (Contractor as Principal) By: Secretary Title: Secretary)
Witness	The Hanover Insurance Company	
By: Diane Eagan	Name: Jeffrey M. Wilson Title: Attorney-In-fact	

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY CERTIFIED GOPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Mark W. Edwards, II, Ronald B. Gladrosich, Jeffrey M. Wilson, Robert R. Freel and/or Evondia H. Woessner

of Birmingham, AL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

and said companies hereby ratify and confirm all and whatevever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect.

*RESCLVED. That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attornoya-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indennally, walvers of distinuent all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been day executed and acknowledged by the regularity elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF. THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seale, duty attested by two Vice Presidents. this 27th day of October 2011.

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THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER

On this 27th day of October 2011 before me came the above named Vice Presidents of The Handver Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and advocwedged that the seats affixed to the preceding instrument are the corporate seals of The Handver Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their alguatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BAPBARIA A. CARGUCK Metgary Public Commonwealth of Matterholyta by Commission Export Sept. 21. 2115

Barbara A. Garlick, Notary Public

My Commission Expires September 21, 2018

Basa Q. Starlink

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Olizena Insurance Company of America. hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by eald Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facultile under and by suthority of the following resolution of the Board of Directors of The Hanover Insurance Company. Massachusette Bay Insurance Company and Citizens Insurance Company of America.

"RESCLVED. That any and all Powers of Altomay and Certified Copies of such Powers of Attorney and certification is respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all algustures therein were manually silized, even though one or more of any such algustures thereon may be incaimate." (Adopted October 7, 1981 - The Henover Insurance Company; Adopted April 14, 1982 - Massachusetts they insurance Company; Adopted Spring insurance Company of America).

GIVEN under my hand and the seals of said Companies, at Wordester, Massachusetts, this 8 day of May 2018

THE HANOVER INSURANCE COMPANY MASSACHLISETTS BAY INSURANCE COMPANY OF AMERICA

Gorn Margoslan, Vice President

15. DEBARMENT CERTIFICATION

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

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

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

Firm Name:		$\overline{}$				
Project:	-/	/				
Printed ——	Name	and	Title	of	Authorized	Representative
Signature:	/					
Date: /						
			END OF	SECTION		

PART IV

GENERAL CONDITIONS

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PART IV

GENERAL CONDITIONS

1. **DEFINITIONS**

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

1.1 Addenda

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

1.2 Agreement

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

1.3 Application for Payment

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

1.4 Bid

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

1.5 Bidder

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

1.6 Bonds

Bid, performance and payment bonds and other instruments of security.

1.7 Calendar Day

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

1.8 Change Order

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

1.9 Contract Documents

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

1.10 Contract Unit Price

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

1.11 Contract Time

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

1.12 CONTRACTOR

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

1.13 Defective

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

1.14 Drawings

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

1.15 Effective Date of the Agreement

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

1.16 CONSULTANT

The Lexington-Fayette Urban County Government or its authorized representative.

1.17 Field Order

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

1.18 Giving Notice

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

1.19 Laws and Regulations

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

1.20 Notice of Award

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

1.21 Notice to Proceed

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

1.22 OWNER

The Lexington-Fayette Urban County Government.

1.23 Partial Utilization

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

1.24 Project

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

1.25 Inspector

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

1.26 Shop Drawings

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

1.27 Specifications

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.28 Standard Specifications

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

1.29 Subcontractor

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

1.30 Special Conditions

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

1.31 Supplier

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

1.32 Underground Facilities

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

1.33 Unit Price Work

Not applicable

1.34 Work

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

and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.35 Time Period

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

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

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

2.2 Copies of Documents

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

2.3 Commencement of Contract Time; Notice to Proceed

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

2.4 Starting the Project

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

2.5 Before Starting Construction

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

2.6 Submittal of Schedules

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

- **2.6.1** an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;
- **2.6.2** a preliminary schedule of Shop Drawing submissions; and
- **2.6.3** a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into costs per labor and materials by specification section to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission. Schedule of values shall be submitted on AIA G702/703 forms, or approved equal.

2.7 Preconstruction Conference

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, CONSULTANT, EEO-Affirmative Action Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; (5) The establishment of procedures for effectively implementing the LFUCG's 10% minimum DBE goals; and (6) Requirement for Mechanic's Lien on Partial Applications for Payment.

2.8 Finalizing Schedules

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

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

3.1 General

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

3.2 Intent

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or CONSULTANT, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4. Clarifications and interpretations of the Contract Documents shall be issued by CONSULTANT as provided in paragraph 8.4.

3.3 Conflicts

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

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

- 1. Agreement
- 2. Field and Change Orders
- 3. Addenda
- 4. Special Conditions
- 5. Instruction to Bidders
- 6. General Conditions
- 7. Specifications and Drawings

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

3.4 Amending and Supplementing Contract Documents

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

3.5 Reuse of Documents

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

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

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

4.2 Physical Conditions

4.2.1 Explorations and Reports

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

4.2.2 Existing Structures

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

4.2.3 Report of Differing Conditions If CONTRACTOR believes that:

- 4.2.3.1any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or
- 4.2.3.2any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the Contract Documents,

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

4.2.4 CONSULTANT'S Review

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

4.2.5 Possible Document Change

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

4.2.6 Possible Price and Time Adjustments

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

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated

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

- 4.3.1.1 <u>OWNER and CONSULTANT</u> shall not be responsible for the accuracy or completeness of any such information or data; and,
- 4.2.1.2 <u>CONTRACTOR</u> shall have full responsibility for reviewing and checking all such information and data; for locating all underground facilities shown or indicated in the Contract Documents; for coordination of the Work with the owners of such underground facilities during construction; and for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and CONSULTANT. CONSULTANT will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the

consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such underground facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of.

4.4 Reference Points

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

5. CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision

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

5.2 Superintendence

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

5.3 Labor

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

5.4 Start-Up and Completion of Work

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

5.5 Materials and Equipment

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

direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

5.5.1 Not Clearly Specified or Indicated

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

5.5.2 Coordination of Work

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

5.6 Adjusting Progress Schedule

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

5.7 Substitutes or "Or-Equal" Items

5.7.1 General

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

or equipment, CONTRACTOR shall make written application to OWNER/CONSULTANT for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/CONSULTANT in evaluating the proposed substitute. OWNER/CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/CONSULTANT, if CONTRACTOR submits sufficient information to allow OWNER/CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by OWNER/CONSULTANT will be similar to that provided in paragraph 5.7.1 as applied by OWNER/CONSULTANT.

5.7.3 OWNER/CONSULTANT'S Approval

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

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to CONSULTANT

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

5.8.2 Objection After Due Investigation

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

5.8.3 Contractor Responsible for Acts of Subcontractors

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if,

during performing the Work, the CONTRACTOR requests a reduction and the Urban County project manager determines that the reduction would be to the advantage of the Urban County Government.

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

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

5.8.4 Division of Specifications

CONSULTANT.

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

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

5.8.6 Statements and Comments by CONTRACTOR Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as to the project scope, nature, intention, design, or construction method to any third party or parties without the explicit written consent of the OWNER.

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

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

5.9 Patent Fees and Royalties

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

5.10 Permits

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

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

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

5.11.2 Specifications and Drawings at Variance

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

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

5.12 Taxes

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

5.13 Use of Premises

5.13.1 Project Site

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and CONSULTANT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or CONSULTANT to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

5.13.2 Clean UP

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

5.13.1 Loading of Structures

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

5.14 Record Drawings

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

documents, samples and Shop Drawings will be delivered to CONSULTANT for OWNER.

5.15 Shop Drawings and Samples

5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying

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

5.15.2 Sample Submittals

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

5.15.3 Review by CONTRACTOR

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

5.15.4 Notice of Variation

At the time of each submission, CONTRACTOR shall give CONSULTANT specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the

Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to CONSULTANT for review and approval of each such variation.

5.15.5 CONSULTANT'S Approval

CONSULTANT will review and approve with reasonable promptness Shop Drawings and samples, but CONSULTANT'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by CONSULTANT, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by CONSULTANT on previous submittals.

5.15.6 Responsibility for Errors and Omissions

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

5.15.7 Cost of Related Work

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

5.16 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolutions of any disputes or

disagreements, except as permitted by paragraph 14.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

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

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

5.17.2 Stormwater Pollution Prevention

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

B. The CONTRACTOR is solely responsible for securing all required

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

a. That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site:

- b. That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and
- c. That all best management practices (BMPs) are adequately maintained and effective at controlling erosion and preventing sediment from leaving the site.
- C. The CONTRACTOR shall provide the necessary equipment and

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

- D. Upon completion of the work and with the concurrence of the OWNER, the CONTRACTOR must file a Notice of Termination (NOT) of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity with the appropriate local and state authorities.
- E. Any fines or penalties resulting from the failure to comply with the terms of the state or local stormwater permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

6. OTHER WORK

6.1 Related Work at Site

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

6.2 Other Contractors or Utility Owners

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its

several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of CONSULTANT and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 Delays Caused by Others

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

6.4 Coordination

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

7. OWNER'S RESPONSIBILITIES

7.1 Communications

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

7.2 Data and Payments

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

7.3 Lands, Easements, and Surveys

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

7.4 Change Orders

OWNER is obligated to execute Change Orders as indicated in paragraph

9.4.

7.5 Inspections, Tests and Approvals

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

7.6 Stop or Suspend Work

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

8. CONSULTANT'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

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

8.2 Visits to Site

CONSULTANT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CONSULTANT will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. CONSULTANT'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, CONSULTANT will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Project Representation

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

8.4 Clarifications and Interpretations

CONSULTANT will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as CONSULTANT may

determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

8.5 Authorized Variations in Work

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

8.6 Rejecting Defective Work

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

8.7 Shop Drawings

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

8.8 Change Orders

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

8.9 Payments

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

8.10 Determinations for Unit Prices

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

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

8.11 Decision on Disputes

CONSULTANT will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to CONSULTANT in writing with a request for a formal decision in accordance with this paragraph, which CONSULTANT will render in writing within a reasonable time.

Written notice of each such claim, dispute and other matter will be delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to CONSULTANT within sixty days after such occurrence unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim.

8.12 Limitations on CONSULTANT's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

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

8.12.2 To Evaluate the Work

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

8.12.3 CONTRACTOR'S Means, Methods, Etc.

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

8.12.4 Acts of Omissions of CONTRACTOR

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

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

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

9.2 Claims

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

9.3 Work Not in Contract Documents

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

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

- 9.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 9.1, are required because of acceptance of defective Work under paragraph 12.7 or corrective defective Work under paragraph 12.8, or are agreed to by the parties;
- 9.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and
- 9.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT pursuant to paragraph 8.11; provided that, in lieu of executing any

such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and REGULATIONS, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.16.

9.5 Notice of Change

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

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

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

10.2 Claim for Increase or Decrease in Price

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

10.3 Value of Work

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

10.3.1 Unit Prices

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

10.3.2 <u>Lump Sum</u>

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

10.3.3 Cost Plus Fee

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

10.4 Cost of the Work

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

10.4.1 Payroll Costs

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

10.4.2 Materials and Equipment Costs

Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade

discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Subcontractor Costs

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

10.4.4 Special Consultant Costs

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

10.4.5 Supplemental Costs

- 10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.
- 10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
- 10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of CONSULTANT, and the costs of transportation,

loading, unloading, installation, dismantling and removal shall be in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

- 10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.
- 10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- 10.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid a fee proportionate to that stated in paragraph 10.6.2 for services.
- 10.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.
- 10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

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

10.5 Not to Be Included in Cost of the Work

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

10.5.1 Costs of Officers and Executives

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

10.5.2 Principal Office

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

10.5.3 Capital Expense

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

10.5.4 Bonds and Insurance

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

10.5.5 Costs Due to Negligence

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

10.5.6 Other Costs

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

10.6 Contractor's Fee

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

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

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

- 10.6.2.1 for costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR'S fee shall be fifteen percent;
- 10.6.2.2 for costs incurred under paragraph 10.4.3, the CONTRACTOR'S fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;
- 10.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;
- 10.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and
- 10.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.4, inclusive.

10.7 Itemized Cost Breakdown

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

10.8 Cash Allowances

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

10.8.1 Materials and Equipment

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

10.8.2 Other Costs

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

10.8.3 Change Order

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

10.9 Unit Price Work

10.9.1 General

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

10.9.2 Overhead and Profit

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

10.9.3 Claim for Increase in Unit Price

Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred

additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 10.

11. CHANGE OF CONTRACT TIME

11.1 Change Order

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

11.2 Justification for Time Extensions

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

11.3 Time Limits

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

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

12.1 Warranty and Guarantee

CONTRACTOR warrants and guarantees to OWNER and CONSULTANT that all Work will be in accordance with the Contract Documents and will not

be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 12.

12.2 Access to Work

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

12.3 Tests and Inspections

12.3.1 Timely Notice

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

12.3.2 Requirements and Responsibilities

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

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

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

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

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

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

12.3.3 On-Site Construction Test and Other Testing

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

12.3.4 Covered Work

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

12.3.5 CONTRACTOR'S Obligation

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

12.4 OWNER May Stop the Work

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

12.5 Correction or Removal of Defective Work

If required by CONSULTANT, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CONSULTANT, remove it

from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.6 One Year Correction Period

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

12.7 Acceptance of Defective Work

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

12.8 OWNER May Correct Defective Work

If CONTRACTOR fails within a reasonable time after written notice of CONSULTANT to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by CONSULTANT in accordance with paragraph 12.5, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of

the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER. OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by CONSULTANT, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work: and OWNER shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

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

13.2 Application for Progress Payment

At least ten days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to CONSULTANT for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect

OWNER'S interest therein, all of which will be satisfactory to OWNER. OWNER shall, within thirty (30) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by CONSULTANT. Monthly progress payments shall be ninety (90) percent of the sum obtained by applying the respective bid unit prices to the approved estimated quantities of work completed by the Contractor during the preceding month. The remaining ten (10) percent will be held by the Owner, as retainage. At such time as the CONSULTANT deems appropriate - based on the quality of work performed, progress of cleanup, and other pertinent factors - the rate of retainage, or the total amount retained, may be reduced; although, any reduction in retainage, below the ten (10) percent level, is made solely at the CONSULTANT's discretion. All remaining retainage held will be included in the final payment to the Contractor.

13.2.1 Waivers of Mechanic's Lien

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

- 13.2.1.1 Requirement for waivers of Mechanic's Lien on Partial Applications for Payment will be determined and communicated at the Preconstruction Conference.
- 13.2.1.2 Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
- 13.2.1.3 When an application shows completion of an item, submit conditional final or full waivers.
- 13.2.1.4 Owner reserves the right to designate which entities involved in the Work must submit waivers.
- 13.2.1.5 Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

13.3 CONTRACTOR'S Warranty of Title

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

13.4 Review of Applications for Progress Payment

13.4.1 <u>Submission of Application for Payment</u>

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

13.4.2 CONSULTANT'S Recommendation

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

- 13.4.2.1 the Work is defective, or completed Work has been damaged requiring correction or replacement;
- 13.4.2.2 the Contract Price has been reduced by Written Amendment or Change Order;
- 13.4.2.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.8; or
- 13.4.2.4 of CONSULTANT's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.9 inclusive.

13.5 Partial Utilization

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

13.6 Final Inspection

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

13.7 Final Application for Payment

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

13.8 Final Payment and Acceptance

13.8.1 CONSULTANT'S Approval

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

Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

13.8.2 Delay in Completion of Work

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

13.9 CONTRACTOR'S Continuing Obligation

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by CONSULTANT, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

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

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

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

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

14.2 OWNER May Terminate

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

- **14.2.1** if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
- **14.2.2** if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- **14.2.3** if CONTRACTOR makes a general assignment for the benefit of creditors:
- **14.2.4** if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;
- **14.2.5** if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

- **14.2.6** if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.8 as revised from time to time);
- **14.2.7** if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;
- 14.2.8 if CONTRACTOR disregards the authority of CONSULTANT, or
- **14.2.9** if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

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

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

- **14.2.11** This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- **14.2.12** This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

14.3 CONTRACTOR'S Services Terminated

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

14.4 Payment After Termination

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

14.5 CONTRACTOR May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or CONSULTANT fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and CONSULTANT, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if CONSULTANT has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and CONSULTANT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

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

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

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

15.2.2 That it is an unlawful practice for an employer:

- 15.2.2.1 to fail or refuse to hire, or to discharge any individual or otherwise to discriminate against an individual, with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, or national origin; or
- 15.2.2.2 to limit, segregate or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's sex, race, color, religion, age, or national origin.
- **15.2.3** That it is an unlawful practice for an employer, labor organization, or joint-labor management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against an individual because of his race, color, religion, sex, age, or national origin in admission to, or

employment in, any program established to provide apprenticeship or other training.

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

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

15.3 Temporary Street Closing or Blockage

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

15.4 Percentage of Work Performed by prime CONTRACTOR

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

15.5 Clean-up

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

15.6 General

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 12.1, 12.3.5, 13.3, and 15.2 and all of the rights and remedies available to OWNER and CONSULTANT thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents,

and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

15.7 Debris Disposal

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

END OF SECTION

IX. TECHNICAL SPECIFICATIONS

Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
 - c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
 - e. A claim loss run summary for the previous five (5) years.
 - f. Self-Insured Associations will be considered.

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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3. WAGE SCALES – not applicable.

4. WEATHER RELATED DELAYS

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

F. Definitions:

- 1. "Unusually severe weather" weather that is more severe than the adverse weather anticipated for the season or location involved.
- 2. "Adverse weather" atmospheric conditions at a definite time and place that are unfavorable to construction activities.

END OF SECTION

PART VI

CONTRACT AGREEMENT

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PART VI

CONTRACT AGREEMENT

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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the ______ of ______, 2018, by and between Lexington-Fayette Urban County Government, acting herein called "OWNER" and (Woodall Construction Company, Inc.), doing business as a corporation located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of One hundred thirty thousand six hundred nine Dollars and fourteen Cents (\$130,609.14) quoted in the proposal by the CONTRACTOR, dated May 8, 2018, hereby agree to commence and complete the construction described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications, IonWave Q&A and Contract Documents therefore as prepared by <u>Vision Engineering</u> for <u>Fleet Management's Water Quality Improvements</u> project.

2. TIME OF COMPLETION

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

3. ISSUANCE OF WORK ORDERS

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

4. THE CONTRACT SUM

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

5. PROGRESS PAYMENTS

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

6. ACCEPTANCE AND FINAL PAYMENT

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

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

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

7. THE CONTRACT DOCUMENTS

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

8. EXTRA WORK

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

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

SPECIFICATIONS

TITLE		PAGES	8	
Advertisement for Bids Information for Bidders Form of Proposal General Conditions Special Conditions Contract Agreement Performance and Payment Bonds Addenda	AB IB P GC SC CA PB AD	1 thru	5 10 35 52 8 5 7	
	Advertisement for Bids Information for Bidders Form of Proposal General Conditions Special Conditions Contract Agreement Performance and Payment Bonds Addenda	Advertisement for Bids Information for Bidders Form of Proposal General Conditions GC Special Conditions Contract Agreement Performance and Payment Bonds Addenda AB	Advertisement for Bids Information for Bidders Form of Proposal General Conditions Special Conditions Contract Agreement Performance and Payment Bonds AB 1 thru B 1 thru GC 1 thru CC 1 thru CA 1 thru Performance and Payment Bonds AD 1 thru Addenda	Advertisement for Bids Information for Bidders Form of Proposal General Conditions Special Conditions Contract Agreement Performance and Payment Bonds AB 1 thru 5 IB 1 thru 10 Form of Proposal P 1 thru 35 GC 1 thru 52 Special Conditions CA 1 thru 5 PB 1 thru 7

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

(Seal)	Lexington-Fayette Urban County Government. Lexington, Kentucky
Clerk of the Orban County Council	BY: MAYOR
(Witness)	(Title)
(Seal)	Woodall Construction Co., The (Contractor)
(Secretary)*	BY:
(Witness)	(Title)
	(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/14/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PHONE San 859-254-1836 859-254-1836 PRODUCER GCH Insurance Group FAX ... 859-226-0277

225 Lex) Thunderstick Dr Ste. 1104 Ington, KY 40505 n Hampton			1	E-MAIL ADDRESS:		1 (A/G, No);		
Joh	n Hampton					JRER(S) AFFOR	DING COVERAGE		NAIC #
					INSURER A . Charter	Oak Fire			25615
OIBU	RED Woodall Construction Inc				INSURER B. The Pho	oenix insur			
	1332 Cahili Drive Lexington, KY 40504				INSURER C. Travele	rs Property	Casualty Co		25674
	Lexington, RT 40004				MSURER D : Travele		25674		
					MELIRER E . KY AGO	SIF			
					MSURER F:				
00	VERAGES CER	THEIC	ATE	NUMBER:	AND MENT		REVISION NUMBER:		
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	DED X RETENTIONS 10,000							\$	
E	WORKERS COMPENSATION AND EMPLOYERS LIABILITY					01/01/2019	X PER X OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERASEMBER EXCLUDED?	N/A		02184-17	01/01/2018		E L EACH ACCIDENT	3	4,000,000
	(Mandatory in MH)	100					E L. DISEASE - EA EMPLOYEE	8	4,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	4,000,000
A	Equipment Floater			QT-660-3G522395-17	10/01/2017	10/01/2018	Leased/		500,000
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	LFUCG			2100000		N DATE TH	DESCRIBED POLICIES BE C EREOF, NOTICE WILL (CY PROVISIONS.		
200 E. Main Street Lexington, KY 40507			AUTHORIZED REPRESENTATIVE						

CERTIFICATE HOLDER	CANCELLATION
LFUCG	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
200 E. Main Street Lexington, KY 40507	John W. Hangton

ACORD 25 (2016/03)

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PART VII

Bond No. 1069035

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that
Woodall Construction Co., Inc.
(Name of CONTRACTOR)
1332 Cahill Drive, Lexington, KY 40504-1164 . (Address of CONTRACTOR)
(Address of CONTRACTOR)
a Corporation , hereinafter
(Corporation, Partnership, or Individual)
called Principal, and The Hanover Insurance Company (Name of Surety)
(Name of Surety)
440 Lincoln Street, Worcester, MA 01653
(Address of Surety)
hereinaster called Surety, are held and firmly bound unto
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 East Main Street, Third Floor Lexington, Kentucky 40507
hereinafter called "OWNER" in the penal sum of: One Hundred Thirty Thousand Six Hundred Nine & 14/100. Dollars, (\$130,609.14), for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
WHEREAS, Principal by written agreement is entering into a Contract with OWNER for Fleet Management's Water Quality Improvements Project in accordance with drawings and specifications prepared by: Vision Engineering which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.
NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
The Surety hereby waives notice of any alteration or extension of time made by the OWNER.
Whenever, Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions or
- Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Contract and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

in withess whereor, this instrument	
deemed an original, this the	day of Jane , 20 18.
ATTEST:	
All Comments	Woodall Construction Co., Inc. Principal
(Principal) Secretary	11/6/
	BY:(s)
Shally	1332 Cahill Drive (Address) Lexington, KY 40504-1164
Witness as to Principal	
1332 Cahill Drive (Address) Lexington, KY 40504-1164	
Lexington, K1 40304-1104	The Hanover Insurance Company Surety
ATTEST:	BY: Jem W
\bigcirc .	Attorney-in-Fact Jeffrey M. Wilson
Lliane lougar	2211 7th Avenue South
(Surety) Secretary	(Address)
(SEAL)	Birmingham, AL 35233
Shuttin	
Witness as to Surety	
2211 7th Avenue South	
(Address)	TITLE:
Birmingham, AL 35233	Surety
· · · · · · · · · · · · · · · · · · ·	
	BY:
SOCIAL STATE OF THE STATE OF TH	
TITLE:	

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

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Mark W. Edwards, II, Ronald B. Giadrosich, Jeffrey M. Wilson, Robert R, Freel and/or Evondia H, Woessner

of Birmingham, AL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents.

These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and scknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature hereof, with power to attach thereto the soal of the Company. Any such writings so executed by such Attorneys-in-fact shalf be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Henover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 27th day of October 2011.

THE HANOVER INSURANCE COMPANY IMASSACHUSETTS BAY INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) 88

On this 27th day of October 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick, Notary Public

My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Henover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this

day of

20

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glorin Margosian, Vice President

PART VII

Bond No. 1069035

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

Woodall Construction Co., Inc.
(Name of Contractor)
1332 Cahill Drive, Lexington, KY
(Address of Contractor)
a Corporation, hereinafter
(Corporation, Partnership or Individual)
called Principal, and The Hanover Insurance Company
(Name of Surety)
440 Lincoln Street, Worcester, MA 01653
(Address of Surety)
hereinafter called Surety, are held and firmly bound unto:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 East Main Street, Third Floor Lexington, Kentucky 40507
Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the amount of <u>One Hundred Thirty Thousand Six Hundred Nine and 14/100</u> Dollars (\$130,609.14 the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, Principal by written agreement is entering into a Contract with OWNER for Fleet Management's Water Quality Improvements Project in accordance with drawings and specifications prepared by: Vision Engineering which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptl make payment to all claimants as hereinafter defined for all labor and material used or reasonably require for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in fur force and effect, subject, however, to the following conditions.
1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, hea oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

- 2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- 3. No suit or action shall be commenced hereunder by any claimant:
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- 4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is execute	ed in counterparts, each one of (number)
which shall be deemed an original, this the	day of June, 2018.
ATTEST:	
(Principal) Secretary	Woodall Construction Co., Inc. (Principal)
(SEAL)	BY:(s)
(Witness to Principal)	1332 Cahill Drive (Address) Lexington, KY 40504-1164
1332 Cahill Drive (Address) Lexington, KY 40504-1164	72
	The Hanover Insurance Company (Surety)
ATTEST: Diane Gagas (Surety) Secretary	BY: (Altorney-in-Fact) Jeffrey M. Wilson
Witness as to Surety 2211 7th Avenue South (Address) Birmingham, AL, 35233	2211 7th Avenue South (Address) Birmingham, AL 35233

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

END OF SECTION

160 11 41

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Mark W. Edwards, II, Ronald B. Giadrosich, Jeffrey M. Wilson, Robert R. Freei and/or Evondia H. Woessner

of Birmingham, AL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents.

These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of Indemnity, weivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected offloers of the Company in their own proper persons." (Adopted Ootober 7, 1981 - The Henover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 27th day of October 2011.



THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) 88.

On this 27th day of October 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick, Notary Public

My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the Precident or any Vice Precident in conjunction with any Vice Precident of the Company, shall be binding on the Company to the same extent as if all eignatures therein were manually effixed, even though one or more of any auch signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this

y of

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THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

pyrsian

Glenn Margosian, Vice President

PART VIII

ADDENDA

All addenda issued during the bidding of the Project will be reproduced in the signed Contract Documents, on the pages following this heading sheet.

Addendum Number	Title	<u>Date</u>
1.	MELAUD RETAIN L'TLEMENAURLEM TEEL	MAY 1, 2018
2.	ZTLZM3v0,79mI	
3.		
4.		
5.	·	

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CHARLES MARTIN DIRECTOR WATER QUALITY

ADDENDUM No. 1

Bid Number: #57-2018

Date: May 1, 2018

Subject: Fleet Management's Water Quality Improvements

Address inquiries to: Brian Marcum

brianm@lexingtonky.gov

(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

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

1- ADDITIONAL INFORMATION:

A. Pre-bid Attendance List (attached)

2- CONSTRUCTION PLANS:

- A. Berm: Width of the berm changed from 6 ft to 5 ft; side slope changed from 3:1 to 2:1 along the downstream side of the berm.
- B. Fence Replacement: The length of the replacement of the chain link fence adjusted based on the revised grading.
- C. Construction Entrance: Special Note 1 on Sheet C-3 added.
- D. Outlet headwall: Outlet headwall and associated pipe adjusted to reflect the revised grading.

3- BID Schedule:

Bid Schedule adjusted to reflect the above changes.

4. QUESTIONS

	Questions	Answers			
1,	Will Bioretention media mix be full 4' depth or as shown on profile on C4.0?	Media mix will be based on detail A/C2.0			
2.	What are inlet and outlet pipe sizes for Oil-Water Separator? 24" RCP	Correct, it will be 24" RCP, existing pipe			

3.	There are four KYTC Type 7 inlets shown	Bid Schedule adjusted to reflect the 4 inlets
	0 160	and the associated piping to connect the Type



CHARLES MARTIN DIRECTOR WATER QUALITY

on the plans, but two listed in the Unit Prices (and four inserts shown and listed). Should there be four in the Unit Prices	7 inlets.
	Jodd Slatin Todd Slatin, Director
All other terms and conditions of the Bid and sp This letter should be signed, attached to and be	Division of Central Purchasing ecifications are unchanged. come a part of your Bid.
COMPANY NAME:	
ADDRESS:	
SIGNATURE OF BIDDER:	43:

SIGN-IN SHEET

Pre-Bid Meeting 57-2018 Fleet Management's Water Quality Improvements April 27, 2018 @ 10:00 AM

			j j											
Email Address	brianm@lexingtonky.gov	smiller@lexingtonky.gov	859-233.2909 JUID RTH CLONDAU PONTE	challeelexington fyigov	jbaungur@kaingbakr.50V	veten P " " "	jearen's lexingtonky.gov	esebran Diexington ky. god	Nic @ Copp. 18th	2				
Phone#	859-258-3320	859-258-3323	859-233.29	859-425-24145	838-425-2437	1545-25P	425-2482	125-2087	134. 621 74CI					
DBE/MBE/WBE/														
Сотрапу Nате	LFUCG	LFUCG	Wood BU		4 :08	11	14	11	Solo					
Representative	Brian Marcum	Sherita Miller	Jun Margin		Jeff Baumsadny	R Day	Jennifer Laren	ELTZ ABETH SEBRET	Liv Hussan	•				

BID SCHEDULE

Fleet Management's Water Quality Improvements 669 Byrd Thurman Drive

BID ITEM NO.	UNIT DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT BID
1	Mobilization	LS	1		
2	Bonds and Insurance	LS	1		
3	General Conditions	LS	1		
4	Demobilization	LS	1		
5	Clearing and Grubbing Vegetation area along Fence/Toe of Berm	LS	1		
6	Erosion and Sediment Control and Conformance with SWPPP	LS	1		
7	Berm Embankment	C.Y.	400		
8	Demolish and Replace Curb and Gutter	LF	135		
9	Mill and Resurface 1.25 inch Pavement	SY	322		
10	Demolish 15 inch pipe and Headwall	LS	1		
11	Demolish and Reconstruct Chain Link Fence with barbed wire	LF	125		la.
12	Type 7 Surface Inlet & Associated 24 inch ADS pipe	EA	4		
13	1000 Gallons Oil Water Separator	EA	1		
14	Flexstorm Insert	EA	4		
15	Bio-Retention Area	SY	500		
16	Grass Channel	LF	315		

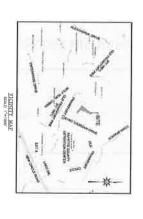
UNIT DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL AMOUNT BID				
Outlet Structure	EA	1						
15 Inch Headwall	EA	1						
Riprap Channel Lining	C.Y _{fr}	5						
15" ADS N-12 Pipe	LF	45						
Total Amount Bid (Items 1 Thru 20)								
Total Base Bid Amount (In Words):								
	Outlet Structure 15 Inch Headwall Riprap Channel Lining 15" ADS N-12 Pipe Tot	Outlet Structure EA 15 Inch Headwall EA Riprap Channel Lining C.Y. 15" ADS N-12 Pipe LF Total Amour	Outlet Structure EA 1 15 Inch Headwall EA 1 Riprap Channel Lining C.Y, 5 15" ADS N-12 Pipe LF 45 Total Amount Bid (Items	Outlet Structure EA 1 15 Inch Headwall EA 1 Riprap Channel Lining C.Y. 5 15" ADS N-12 Pipe LF 45 Total Amount Bid (Items 1 Thru 20)				

FLEET MANAGEMENT'S WATER QUALITY LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT IMPROVEMENTS

DIVISION OF WATER QUALITY 669 BYRD THURMAN DRIVE LFUCG BID No. 57-2018

REV.: MAY 1, 2018 APRIL 11, 2018

OWNER/DEVELOPER



Warr Resource, Environmental, Cipil & C19 Compulsor 128 E. Arysolds Read Soite 159, Lethiques, KY 40517 Ph. (1891). Appl. 4 Fac. (189521-109) Ph. (1891). Appl. 4 Fac. (189521-109)

CACAGO AND A





- TOPOGRAPHIC THINKEY

 STAKING PLAN

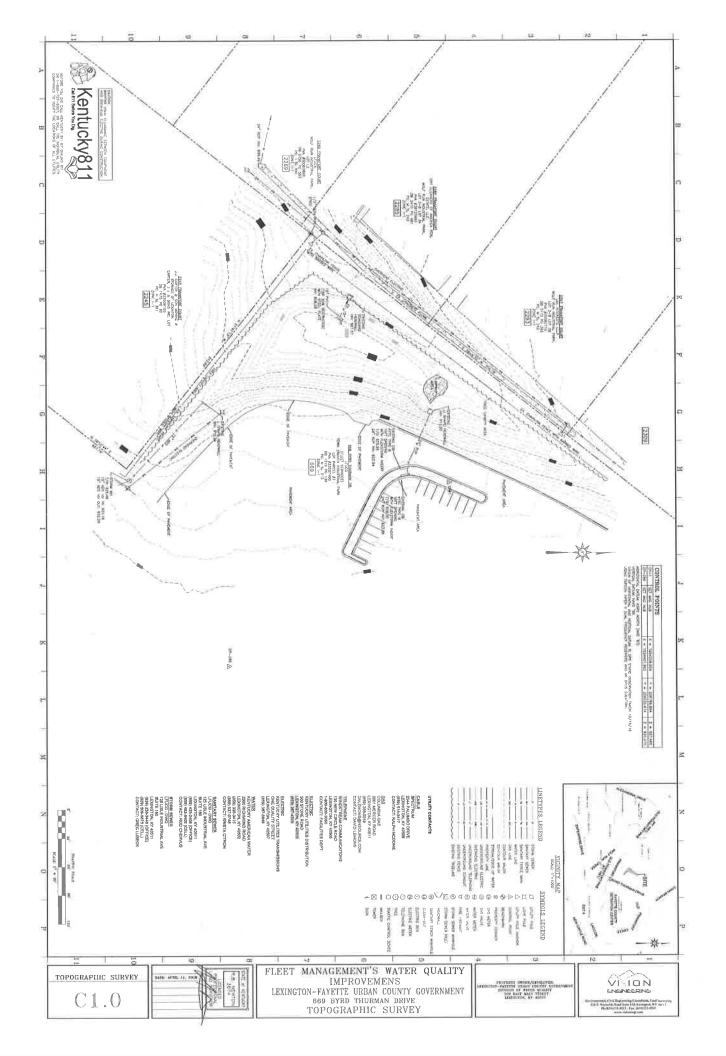
 GRADING AND EROSION CONTROL

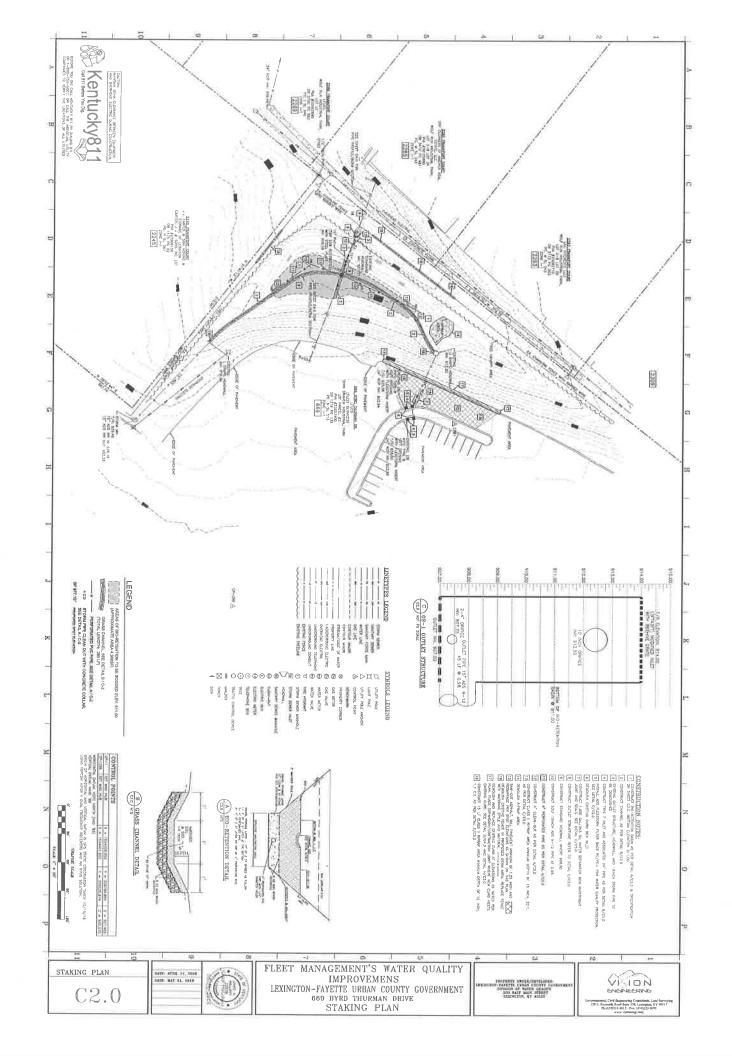
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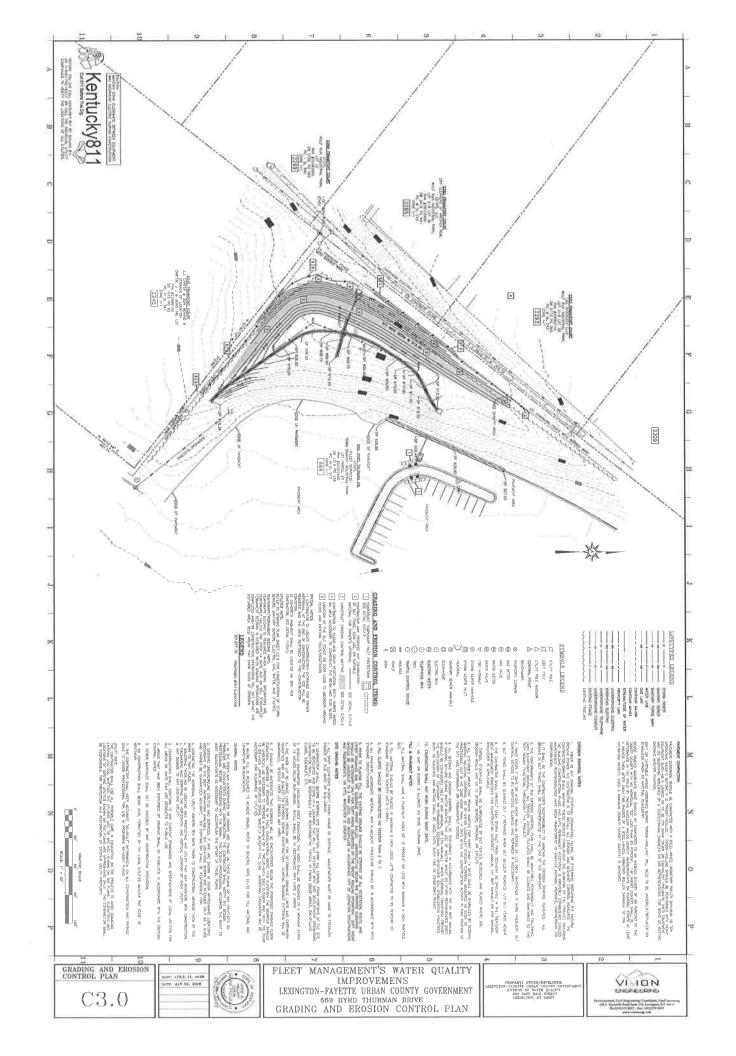
 TYPICAL DETAILS

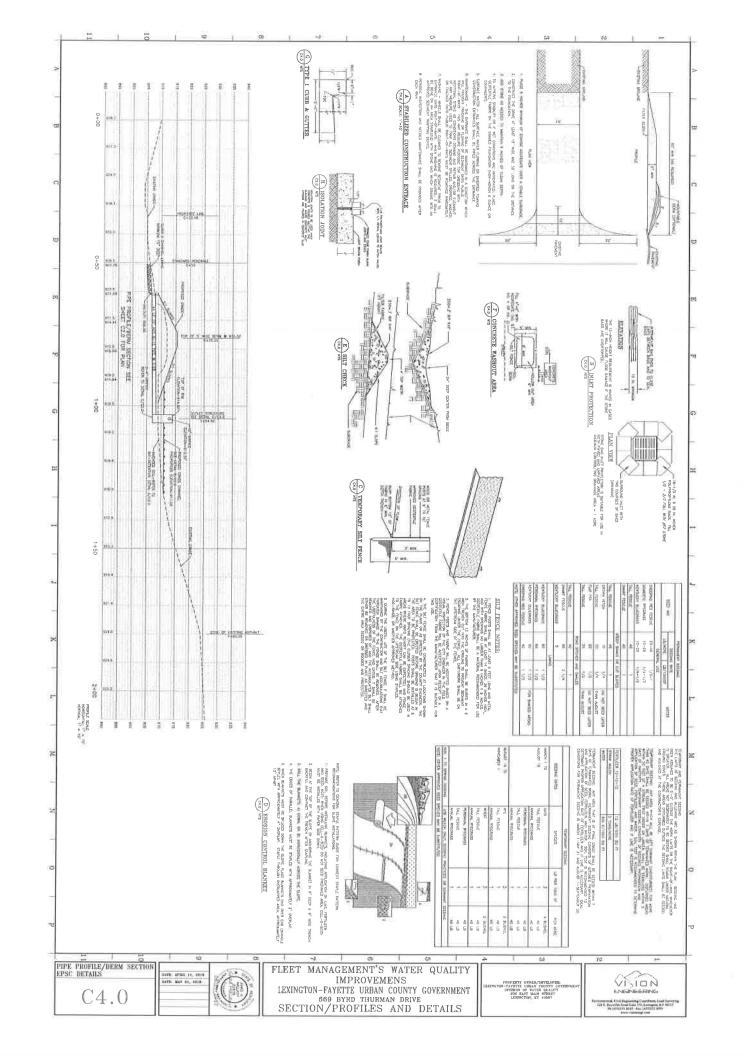
 TYPICAL DETAILS

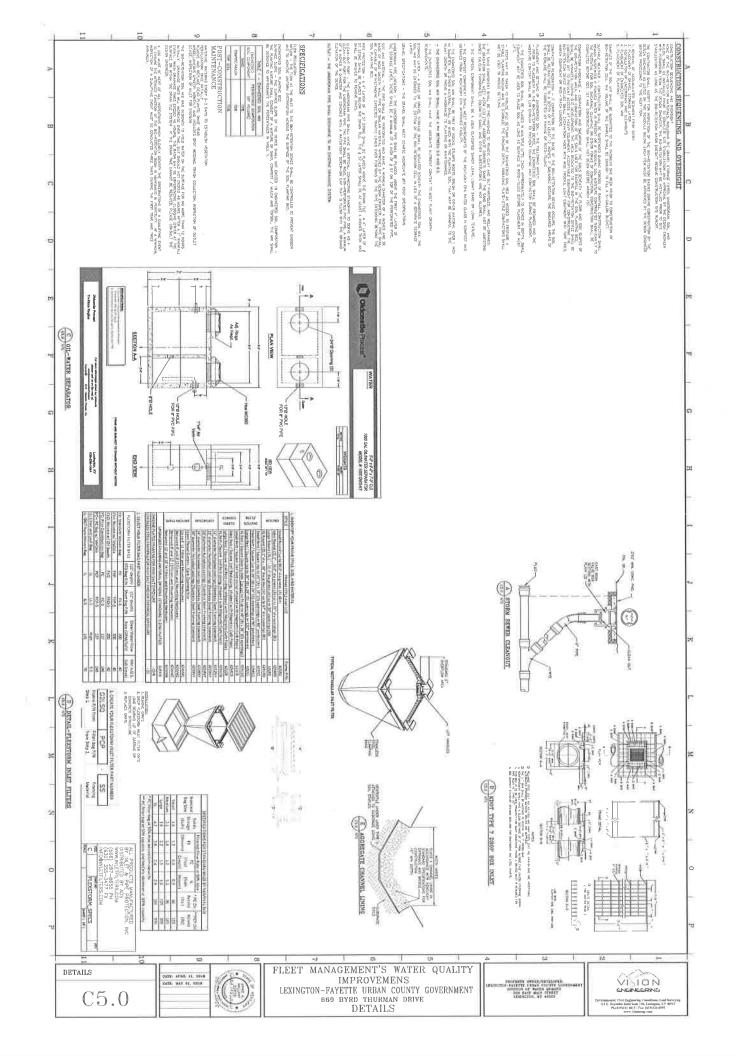












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SECTION 02225 - EXCAVATING AND EARTH MOVING,

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - Excavating and backfilling for buildings and structures.

1.3 **DEFINITIONS**

- A. Backfill: Soil or granular material used to fill an excavation.
- B. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices and changes in the Work.
 - 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
 - Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- D. Fill: Soil materials used to raise existing grades.
- E. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

1.4 SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
 - 1. Geotextiles.
- B. Samples for Verification: For the following products, in sizes indicated below:
 - 1. Geotextile: 12 by 12 inches.
- C. Qualification Data: For qualified testing agency.
- D. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:

- 1. Classification according to ASTM D 2487.
- 2. Laboratory compaction curve according to ASTM D 698.
- E. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

1.5 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- B. Preexcavation Conference: Conduct conference at Project site.

1.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - Do not proceed with work on adjoining property until directed by Architect.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.
- D. 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.
 - Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- E. Do not direct vehicle or equipment exhaust towards protection zones.
- F. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, Groups A-1, A-2-4, A-2-5, and A-3 according to AASHTO M 145, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7 according to AASHTO M 145, or a combination of these groups.
 - Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 8 percent passing a No. 200 sieve.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 sieve.
- H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.
- Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- J. Sand: ASTM C 33; fine aggregate.
- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 GEOTEXTILES

- A. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 - 1. Basis of Design: Mirafi HP-570 woven Geotextile or Engineer approved Alternate.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.

- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions.
 - Refer to Drawings for limits of excavation.

3.5 SUBGRADE INSPECTION

- A. Notify Special Inspections when excavations have reached required subgrade.
- B. If Special Inspections determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction[, repeating proof-rolling in direction perpendicular to first direction]. Limit vehicle speed to 3 mph.
 - 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices or changes in the Work.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.6 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile satisfactory soil materials away from edge of excavations. Do not store within drip line of remaining trees.
 - 2. Legally dispose of unsatisfactory soil materials from project site.

3.7 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Removing trash and debris.
 - 2. Removing temporary shoring and bracing, and sheeting.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.8 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - Refer to Geotechnical Engineering Letter.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.9 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.10 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 98 percent.

3.11 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - Provide a smooth transition between adjacent existing grades and new grades.
 - Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.12 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 - Determine prior to placement of fill that site has been prepared in compliance with requirements.
 - 2. Determine that fill material and maximum lift thickness comply with requirements.
 - Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- E. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
 - 2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet or less of wall length, but no fewer than two tests.
 - 3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.
- F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.13 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.14 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
- B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.
 - 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 02371 - STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

PART 1 - GENERAL

1.01 GENERAL

- A. The Contract Documents include a SWPPP that has been approved by LFUCG Division of Water Quality. This SWPPP shall be used for establishing quantities and a lump sum price for providing the Erosion and Sediment Control Measures.
- B. The Contractor may use this SWPPP to obtain the required permits, i.e. Land Disturbance Permit. If Contractor chooses to use this SWPPP, the Contractor takes sole responsibility for the content of the SWPPP and the implementation of the SWPPP during construction.
- C. Contractor may also choose to prepare its own SWPPP and submit to LFUCG Division of Water Quality for approval. No additional payment will be allowed for the Erosion and Sediment Control and conformance with SWPPP pay item.

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 Stormwater Pollution Prevention Plan (SWPPP) and as specified herein and as required by the LFUCG Land Disturbance Permit, Chapter 16-Article X, Division 5 of the LFUCG Code of Ordinances, and the KPDES General Permit for Stormwater Discharges Associated with Construction Activities (KYR10).
- B. The Contractor shall take all site management measures necessary to minimize erosion and contain sediment, construction materials (including excavation and backfill), and pollutants (such as chemicals, fuels, lubricants, bitumen, raw sewage, and other harmful waste) and prevent them from being discharged into or alongside any body of water or into natural or man-made channels leading thereto.
- C. The Contractor shall at all times minimize disturbance and the period of time that the disturbed area is exposed without stabilization practices. In "critical areas" (within 25 feet of a stream) erosion prevention measures such as 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 grassing, mulching, seeding, providing erosion control and turf reinforcement mats on all disturbed surfaces including waste area surfaces and stockpile and borrow area surfaces; scheduling work to minimize erosion and providing interceptor ditches at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits.
- E. Temporary sedimentation controls include, but are not limited to, silt dams, traps, barriers, and appurtenances on sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits.
- 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.
- G. Prior to construction, the Contractor shall obtain a 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). The Contractor shall be responsible for placement of pollutant, erosion, and sedimentation controls as shown in the Stormwater Pollution Prevention Plan (SWPPP) prior to excavation, fill or grade work. If during the course of construction, the state and/or LFUCG determine additional controls are required, the Contractor shall furnish, install and maintain additional mulch, blankets, sediment barriers, 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.

- Final stabilization practices on those portions of the project where construction activities have permanently ceased shall be initiated within fourteen (14) days of the date of cessation of construction activities. Temporary stabilization practices on those portions of the project where construction activities have temporarily ceased shall be initiated within fourteen (14) days of the date of cessation of construction activities.
- J. Erosion and Sediment Control prevention measures shall be installed prior to removal of vegetation and/or stripping of topsoil. The Contractor is responsible for preparing and submitting the state Notice of Intent and attachments and obtaining state permit approval prior to the beginning of any construction activities.

1.02 PERMITS AND NOTIFICATION REQUIREMENTS

- A. The Contractor is responsible to prepare a Stormwater Pollution Prevention Plan (SWPPP) for inclusion with permit submittals. 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 and take sole responsibility for implementing the SWPPP, or
 - 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 and Chapter 16-Article X, Division 5 of the LFUCG Code of
 Ordinances.
- B. The Contractor shall submit a Notice of Intent specifically for Construction Activities (NOI-SWCA) 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. 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 have been obtained prior to initiation of construction.

1.03 RELATED WORK

- A. Section 02371 Storm Water Pollution Prevention Plan (SWPPP)
- B. Section 02373 Stream Crossings, Streambank Restoration, and Stream Buffer Restoration
- C. Applicable LFUCG Storm Water Manual Standard Drawings are included at the end of this Section 02372.

PART 2 - PRODUCTS

2.01 MULCH

A. Mulch shall be used as a soil stabilization measure for any disturbed area inactive for 14 days or longer. Areas requiring stabilization during December through February shall receive only

mulch held in place with bituminous material. Mulching shall be used whenever permanent or temporary seeding is used. The anchoring of mulch 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 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 do not require tacking. Wood chips shall be applied at 270 cubic yards per acre or 6 cubic yard 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 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.
- G. Netting and mats shall be used in critical areas such as waterways where concentrated flows are expected.
- H. Before the gravel or crushed stone is applied, it shall be washed. Aggregate cover shall only be used in relatively small areas and shall be incorporated into an overall landscaping plan.

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

- E. Vegetative cover alone shall not be used to provide erosion control cover and prevent soil slippage on a soil that is not stable due to its structure, water movement, or excessive slope.
- F. Permanent seeding may be done at any time except December through February,
- G. Soil material shall be capable of supporting permanent vegetation and have at least 25 percent silt and clay to provide an adequate amount of moisture holding capacity. An excessive amount of sand will not consistently provide sufficient moisture for good growth regardless of other soil factors.
- H. Fertilizer shall be applied at a rate of 800 pounds per acre of 10-10-10 analysis or equivalent, unless soil test results indicate a different rate is appropriate. 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 36 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 of 1,000 pounds per acre of 10-10-10 analysis or equivalent, unless soil test results indicate a different rate is appropriate. 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.

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 and as wide as the entire width of the access. 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 NETS AND MATS

- A. Mulch netting, erosion control matting, 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. TRMs shall be used at the water line to control wave action in wet ponds. TRMs shall be used in accordance with manufacturer's recommendations. Erosion control matting may be used to stabilize channels and swales and on recently planted slopes to protect seedlings until they become established.
- B. Effective netting and matting 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. Nets and mats shall be suitable for their intended purpose and shall be as indicated in the Construction Drawings.

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 ditches do not require stabilization, unless otherwise indicated on the Construction Drawings.
- 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.
- 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. 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, mats, 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 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 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. Check dams shall be constructed prior to the establishment of vegetation.
- E. The maximum height of a check dam shall be three feet above the ground on which the rock

is placed.

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

2.15 SEDIMENT TRAP

- A. Sediment traps shall be installed below all disturbed areas of less than 5 acres that do not drain to a sediment pond.
- B. Erosion control practices such as seeding, mulching, sodding, diversion dikes, etc., shall be used in conjunction with sediment traps to reduce the amount of sediment flowing into the trap. The amount of sediment entering a trap can be reduced by the use of stabilized diversion dikes and ditches.
- C. The trap shall not be located in a stream. It shall be located to trap sediment-laden runoff before it enters the stream.
- D. Trap depth shall be at least 2 feet at the inlet and 4 feet at the outlet. Effective trap width shall be at least 10 feet and trap length shall be at least 30 feet.
- 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 where discharge rates are likely to exceed 1 cubic foot per second (cfs).
- 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

Filtering Efficiency Tensile Strength at 20% Flow Rate

REQUIREMENTS

80% (minimum) 50 lbs./linear inch (minimum) 0.3 gal./ sq. ft/ min. (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.
- 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 may be utilized on drop inlets and curb inlets.
- 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 Ibs/acre	Soil Suitability
Alfalfa <i>Or</i>	6	
Red Clover	10	
Plus Timothy Or	4	Well Drained
Orchardgrass	6	
Or Bromegrass	6	
Ladino <i>Plus</i>	.05	
Timothy	4	
<i>Or</i> Orchardgrass <i>Or</i>	6	Wet or Well-Drained
Bromegrass	8	

Notes:

- 1. All seeding shall be in accordance with the seeding sections of this Specification.
- 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 must be designed by a professional engineer licensed in Kentucky, and shall be considered a permanent structure.
- 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 a compacted earth fill shall be covered with six inches of KYTC No. 57 stone.
- F. KYTC No. 57 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 the state and local regulatory agencies and in any case shall be adequate to prevent erosion of disturbed and/or regraded areas.
- B. Contractor is responsible for notifying the state regulatory agency concerning inclusion under the KPDES General Permit for Storm Water 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. 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. 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 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:
 - 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.
 - 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. Mulch net shall be installed over the mulch except when the mulch manufacturer recommends otherwise.
- H. Excelsior blankets and mats with mulch are considered protective mulches and may be used alone on erodible soils and during all times of year. Erosion control mats shall be installed in accordance with manufacturer's recommendations.
- 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 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.
- Seeded areas shall be inspected at least weekly after planting and after each rainfall of onehalf 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, seed 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 as 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 and one-half inches 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 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 $\frac{1}{2}$ inch by $\frac{3}{4}$ 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 may be applied beneath the stone for additional stability in accordance with fabric manufacturer's specifications.
- D. Both temporary and permanent roads and parking areas may require periodic top dressing with new gravel. Seeded areas adjacent to the roads and parking areas shall be checked regularly to ensure that a vigorous stand of vegetation is maintained. Roadside ditches and

other drainage structures shall be checked once each week to ensure that they do not have silt or other debris that reduces their effectiveness.

3.07 CONSTRUCTION ENTRANCE

- A. Vegetation, roots, and all other obstructions shall be cleared in preparation for grading. Prior to placing geotextile (filter fabric), the entrance shall be graded and compacted to 80% of standard proctor density.
- B. To reduce maintenance and loss of aggregate, the geotextile shall be placed over the existing ground before placing the stone for the entrance. Stone shall be placed to depth of 6 inches or greater for the entire width and length of the stabilized construction entrance.
- C. If wash racks are used, they shall be installed according to manufacturer's specifications.
- D. The stabilized construction entrance shall be inspected once each week and after there has been a high volume of traffic or a storm event greater than 0.2 inches.
- E. The entrance shall be maintained in a condition that will prevent tracking or flow of sediments onto public rights-of-way. This may require periodic top dressing with additional stone, as conditions demand, and repair and/or cleanout of any structures used to trap sediment.
- F. All materials spilled, dropped, washed, or tracked from vehicles onto roadways or into storm drains must be removed immediately.

3.08 DUST CONTROL

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

3.09 NETS AND MATS

A. Nets and mats shall be installed according to the manufacturer's recommendations. In the event that the manufacturer's recommendations conflict with any requirement of this Specification, the most conservative requirement, in terms of protection of public health and the environment, shall govern.

3.10 TEMPORARY DIVERSION DITCH

A. All dead furrows, ditches or other depressions to be crossed shall be filled before construction begins or as part of construction, and the earth fill used to fill the depressions shall be compacted using the treads of the construction equipment. All old terraces,

- fencerows, or other obstructions that will interfere with the successful operation of the diversion shall be removed.
- B. The base for the diversion ridge shall be prepared so that a good bond is obtained between the original ground and the fill material. Vegetation shall be removed and the base shall be thoroughly disked prior to placement of fill.
- C. The earth materials used to construct the earth fill portions of the diversions shall be obtained from the diversion channel or other approved source.
- D. The earth fill materials used to construct diversions shall be compacted by running the construction equipment over the fill in such a manner that the entire surface of the fill will be traversed by not less than one tread track of the equipment.
- E. When an excess of earth material results from cutting the channel cross section and grade, it shall be deposited adjacent to the supporting ridge unless otherwise directed.
- F. The completed diversion shall conform to the cross section and grade shown on the Construction Drawings.
- G. Temporary or permanent seeding and mulch shall be applied to the berm or ditch immediately following its construction. Contractor shall triple-seed areas below the flow line, and shall use erosion control blankets or turf reinforcement mats as needed.
- H. Bare and vegetated diversion channels shall be inspected regularly to check for points of scour or bank failure; rubbish or channel obstruction; rodent holes, breaching, or settling of the ridge; and excessive wear from pedestrian or construction traffic.
- Damaged channels or ridges shall be repaired at the time damage is detected. Sediment deposits shall be removed from diversion channels and adjoining vegetative filter strips regularly.
- J. Diversions shall be reseeded and fertilized as needed to establish vegetative cover-

3.11 LEVEL SPREADER

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

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

3.12 PERMANENT CONSTRUCTED WATERWAY

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

3.13 PIPE SLOPE DRAIN

- A. The pipe slope drain shall be placed on undisturbed or well-compacted soil.
- B. Soil around and under the entrance section shall be hand-tamped in 4-inch to 8-inch lifts to the top of the dike to prevent piping failure around the inlet.
- C. Filter fabric shall be placed under the inlet and extended 5 feet in front of the inlet and be keyed in 6 inches on all sides to prevent erosion.
- D. Backfilling around and under the pipe with stable soil material hand compacted in lifts of 4 inches to 8 inches shall be done to ensure firm contact between the pipe and the soil at all points.
- E. The pipe slope drain shall be securely staked to the slope using grommets provided for this purpose at intervals of 10 feet or less.
- F. All slope drain sections shall be securely fastened together and have watertight fittings.
- G. The pipe shall be extended beyond the toe of the slope and discharged at a non-erosive

velocity into a stabilized area or to a sediment trap or pond.

- H. The pipe slope drain shall have a minimum slope of 3 percent or steeper.
- I. The height at the centerline of the earth dike shall range from a minimum of 1.0 foot over the pipe to twice the diameter of the pipe measured from the invert of the pipe. It shall also be at least 6 inches higher than the adjoining ridge on either side. At no point along the dike will the elevation of the top of the dike be less than 6 inches higher than the top of the pipe.
- J. All areas disturbed by installation or removal of the pipe slope drain shall be immediately stabilized.
- K. The pipe slope drain shall be inspected after every rainfall and at least weekly. Any necessary repairs shall be made immediately.
- L. Contractor shall check to see that water is not bypassing the inlet and undercutting the inlet or pipe. If necessary, Contractor shall install headwall or sandbags.
- M. Contractor shall check for erosion at the outlet point and shall check the pipe for breaks or clogs. Contractor shall install additional outlet protection if needed and immediately repair the breaks and clean any clogs.
- N. Contractor shall not allow construction traffic to cross the pipe slope drain and shall not place any material on it.
- O. If a sediment trap has been provided, it shall be cleaned out when the sediment level reaches 1/3 the design volume.
- P. The pipe slope drain shall remain in place until the slope has been completely stabilized or up to 30 days after permanent slope stabilization.

3.14 IMPACT STILLING BASIN

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

3.15 CHECK DAM

- A. Stone shall be placed by hand or mechanically as necessary to achieve complete coverage of the ditch and to ensure that the center of the dam is at least 1 foot lower than the outer edges. Stone shall also be placed to extend 3 feet in elevation above the center portion of the check dam or to the top of the channel side slopes.
- B. Coir and wood fiber logs shall be laid on the channel bottom.
- C. Check dams shall be removed when their useful life has been completed. In temporary ditches and swales, check dams shall be removed and the ditch filled in when it is no longer needed. In permanent channels, check dams shall be removed when a permanent lining can be installed. In the case of grass-lined ditches, check dams shall be removed when the grass has matured sufficiently to protect the ditch or swale. The area beneath the check dams shall be seeded and mulched or sodded (depending upon velocity) immediately after check dams are removed.
- D. If stone check dams are used in grass-lined channels that will be mowed, care shall be taken to remove all stone from the channel when the dam is removed. This shall include any stone that has washed downstream.

- E. Regular inspections shall be made to ensure that the check dam is in good working order and the center of the dam is lower than the edges. Erosion caused by high flows around the edges of the dam shall be corrected immediately, and the dam shall be extended beyond the repaired area.
- F. Check dams shall be checked for sediment accumulation after each rainfall. Sediment shall be removed before or when it reaches one-third of the original height.
- G. Check dams shall remain in place and operational until the drainage area and channel are completely stabilized, or up to 30 days after the permanent site stabilization is achieved.

3.16 SEDIMENT TRAP

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

3.17 SEDIMENT POND

- A. The foundation area shall be cleared of all trees, stumps, roots, brush boulders, sod, and debris. All channel banks and sharp breaks shall be sloped to no steeper than 1:1. All topsoil containing excessive amounts of organic matter shall be removed. The surface of the foundation area shall be thoroughly scarified before placement of the embankment material.
- B. A cutoff trench shall be backfilled with suitable material. The trench shall be kept free of standing water during backfill operations.
- C. The pipe conduit barrel shall be placed on a firm foundation. Selected backfill material shall be placed around the conduit in layers, and each layer shall be compacted to at least the same density as the adjacent embankment. All compaction within 2 feet of the pipe spillway shall be accomplished with hand-operated tamping equipment.
- D. All borrow areas outside the pond and in the drainage area shall be graded and left in such a manner that water will not be ponded.
- E. The material placed in the fill shall be free of all sod, roots, frozen soil, stones more than 6 inches in diameter, and other objectionable material. The placing and spreading of the fill

material shall occur in approximately 6-inch horizontal layers or of such thickness that the required compaction can be obtained with the equipment used. Each layer shall be compacted in a way that will result in achieving 95 percent of the maximum standard dry density.

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

3.18 SILT FENCE

- A. This Article provides construction specifications for silt fences using synthetic fabric. See the Construction Drawings for additional detail.
- B. Posts shall be spaced a maximum of 10 feet apart at the barrier location and driven securely into the ground (minimum of 12 inches). When necessary because of rapid runoff, post spacing shall not exceed 6 feet.
- C. A trench shall be excavated at least 6 inches wide and 6 inches deep along the line of posts and upslope from the barrier.
- D. A wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy-duty wire staples at least 1 inch long, tie wires or hog rings. The wire shall extend into the trench a minimum of 2 inches and shall not extend more than 36 inches above the original ground surface.

- E. The filter fabric shall be stapled or wired to the fence, and 12 inches of the fabric shall be extended into the trench. The fabric shall not extend more than 30 inches above the original ground surface. Filter fabric shall not be stapled to existing trees.
- F. At joints, filter fabric shall be lapped with terminating posts with a minimum overlap of 3 feet.
- G. The trench shall be backfilled and soil compacted over the filter fabric.
- H. Silt fences shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.
- I. Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately. Knocked down fences shall be repaired at the end of each day.
- J. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and if the barrier is still necessary, the fabric shall be replaced promptly.
- K. Sediment deposits shall be removed after each storm event or when deposits reach approximately one-third the height of the barrier.
- L. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform to the existing grade, prepared, and seeded.
- M. Silt fences shall be replaced every 6 months.

3.19 STORM DRAIN INLET PROTECTION

- A. For silt fence drop inlet protection, the following specifications apply:
 - 1. For stakes, Contractor shall use 2 x 4-inch wood (preferred) or equivalent metal with a minimum length of 3 feet.
 - 2. Stakes shall be evenly spaced around the perimeter of the inlet a maximum of 3 feet apart and securely driven into the ground, approximately 18 inches deep.
 - 3. To provide needed stability to the installation, Contractor shall frame with 2 x 4-inch wood strips around the crest of the overflow area at a maximum of 1.5 feet above the drop inlet crest and shall brace diagonally.
 - 4. Contractor shall place the bottom 12 inches of the fabric in a trench and backfill the trench with at least 4 inches of crushed stone or 12 inches of compacted soil.
 - 5. Contractor shall fasten fabric securely to the stakes and frame. Joints shall be overlapped to the next stake.
- B. For sod drop inlet protection, sod shall be placed to form a turf mat covering the soil for a distance of 4 feet from each side of the inlet structure. Soil preparation and sod placement shall be in accordance with the section entitled Sod.
- C. For gravel curb inlet protection, the following specifications apply:
 - 1. Wire mesh with ½-inch openings shall be placed over the curb inlet opening so that at least 12 inches of wire extends across the concrete gutter from the inlet opening.
 - 2. KYTC No. 2 Coarse Aggregate shall be piled against the wire so as to anchor it against

- the gutter and inlet cover and to cover the inlet opening completely.
- 3. This type of device must never be used where overflow may endanger an exposed fill slope. Consideration shall also be given to the possible effects of ponding on traffic movement, nearby structures, working areas, and adjacent property.
- D. For block and gravel curb inlet protection, the following specifications apply:
 - Two concrete blocks shall be placed on their sides abutting the curb at either side of the inlet opening to act as spacer blocks.
 - 2. A 2-inch by 4-inch stud shall be cut and placed through the outer holes of each spacer block to help keep the front blocks in place.
 - 3. Concrete blocks shall be placed on their sides across the front of the inlet and abutting the spacer blocks.
 - 4. Wire mesh shall be placed over the outside of the concrete blocks to prevent stone from being washed through the holes in the blocks. Wire with ½-inch openings shall be used
 - 5. KYTC No. 2 Coarse Aggregate shall be piled against the wire to the top of the barrier.
- E. For stone-filled corrugated pipe curb inlet protection, the following specifications apply:
 - 1. Two concrete "L" blocks shall be placed on their sides, with one leg fitting into the mouth of the curb opening.
 - 2. A 6-inch corrugated pipe shall be filled with stone and covered with a filter sock.
 - 3. The stone-filled pipe will be placed in front of the two concrete "L" blocks, and extend a minimum of the width of the curb inlet opening on either side. The total length of the stone filled pipe shall be three times the width of the curb inlet opening.
- F. The structure shall be inspected after each rain, and repairs made as needed.
- G. Sediment shall be removed and the device restored to its original dimensions when the sediment has accumulated to one-third the design depth of the filter. Removed sediment shall be deposited in a suitable area and in such a manner that it will not erode.
- H. If a stone filter becomes clogged with sediment so that it no longer adequately performs its function, the stone must be pulled away from the blocks, cleaned, and replaced.
- I. Structures shall be removed after the drainage area has been properly stabilized.

3.20 FILTER STRIP

- A. When planting filter strips, Contractor shall prepare seedbed, incorporate fertilizer, and apply mulch consistent with the seeding sections of this Specification. Filter strips using areas of existing vegetation shall be over seeded, as necessary, with the specified mixtures to obtain an equivalent density of vegetation. The over seeding shall be accomplished prior to any land disturbing activities.
- B. Filter strips shall be inspected regularly to ensure that a healthy vegetative growth is maintained. Any bare spots or spots where sediment deposition could lead to the destruction of vegetation shall be repaired.
- C. Filter strips shall be fertilized once each year in the fall.

- D. Irrigation shall be used as necessary to maintain the growth of the vegetation in the filter strip.
- E. Sediment shall be removed when it becomes visible in the filter.
- F. Construction traffic shall not be driven on or over filter strips.

3.21 STREAM CROSSING

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

3.22 PUMP-AROUND FLOW DIVERSION

- A. Operations shall be scheduled such that diversion installation, in-stream excavation, instream construction, stream restoration, and diversion removal are completed as quickly as possible. Contractor shall not construct in a stream when rainfall is expected during the time excavation will be occurring in the stream.
- B. Check dams shall be installed across the stream during low flow conditions.
- C. Stream flow shall be pumped around the check dams. Outlet protection shall be installed as required at the discharge point.
- D. Contractor shall dewater the work area and pump into a sediment trapping device.
- E. Contractor shall complete construction activities across the stream.
- F. Contractor shall restore the streambed and banks.
- G. Contractor shall remove sandbags and shut down pumping operation. (Salvage sandbags for future use if multiple stream crossings are required on the project.) Contractor shall remove all sandbags from the stream, including damaged and empty bags.
- H. Pumps shall be manned around-the-clock when the pump-around diversion is in the stream.
- This control provides short-term diversion of stream flow (typically 1 day to 3 days).
 Additional sandbags or pumps may be required to maintain 1-foot freeboard on the sandbag checks if flow conditions change.
- J. Contractor shall add sandbags as required to seal leaks in checks.

3.23 CONSTRUCTION DEWATERING

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

3.24 KPDES GENERAL PERMIT FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES

- A. The Contractor is responsible for electronically filing the appropriate state Notice of Intent (NOI-SWCA) letter at least seven (7) days prior to start of construction activity. The Notice of Intent (NOI) is a Kentucky Pollution Discharge Elimination System (KPDES) permit application as provided by the Kentucky Revised Statutes, Chapter 224. This application is required to be submitted for construction projects that disturb one or more acres of land.
- B. The NOI requires the inclusion of the descriptions of (but is not limited to) the following items:
 - 1. Names and designated uses of any receiving waters
 - 2. Anticipated number and locations of discharge points
 - 3. Identification of planned construction in or along a water body
- C. A topographic map showing project boundaries, areas to be disturbed, locations of anticipated discharge points and receiving waters is also required to be submitted with the NOI.
- D. If the construction site is near a designated "High Quality/Impaired Waters" or a "Cold Water Aquatic Habitat Waters, Exceptional Waters, Outstanding National/State Resource Waters," additional items and/or individual permits will be required.
- E. The NOI form requires an SIC code. The link to the SIC codes is http://www.osha.gov/pls/imis/sicsearch.html. The following are the typical construction SIC codes utilized:
 - 1542 Building Construction, nonresidential, except industrial and warehouses
 - 1623 Water Main Construction, Sewer Construction
 - 1629 Water and Wastewater Treatment Plant Construction
 - 1711 Water Pump Installation
 - 1781 Drilling Water Wells
- F. The Contractor is responsible for implementing the approved Stormwater Pollution Prevention Plan (SWPPP) prior to commencement of site disturbance. The SWPPP shall include erosion prevention measures and sediment and pollutant control measures which are installed and maintained to minimize discharges of sediments and other pollutants from a 2-year, 24-hour storm event. The SWPPP must be kept at the site and available for review by LFUCG and state officials.
- G. The Contractor is responsible for the description of procedures to maintain erosion and sediment control measures during the period of construction.
- H. The Contractor is responsible for identifying each Contractor and Subcontractor who will install each SWPPP erosion and sediment control measure.

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

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

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

3.25 LFUCG Land Disturbance Permit

A. The Contractor shall obtain a Land Disturbance Permit from the LFUCG Division of Engineering, after the LFUCG Division of Water Quality inspects the installation of the best management practices as required by the Stormwater Pollution Prevention Plan (SWPPP).

The site grading plan shall show the original and finish grade contours. The grading plan shall be in conformance with the SWPPP.

B. Where to obtain:

Division of Engineering
Lexington-Fayette Urban County Government
101 E. Vine St.
4th Floor
Lexington, KY 40507
(859) 258-3410
Attn: Land Disturbance Permit Section

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

LFUCG LAND DISTURBANCE PERMIT APPLICATION AND ESC PLAN CHECKLIST

			City: State:Zip:			
Contractor Name and Address:		_			Reg #:	
Contact Name, Phone/ FAX/Email:	_		_			
ITEM DESCRIPTION	Υ	N	N/A	PAGE#	NOTES	
. Permits:						
(Y Construction Permit (KYR10 or Indvid)						
JSCOE 404 Permit						
YDOW 401 Water Quality Cert.						
Y Stream Construction Permit						
EMA LOMR or CLOMR						
I. BMPS:						
Site Preparation:						
Phasing plan for large projects					Maximum disturbed area = 25 acres	
imits of disturbance clearly marked					25 foot undisturbed buffer strip along streams	
Construction Entrance/ Exit Pad		0			No. 2 stone w/ filter fabric, min. 50 ft long (100' where practical)	
Temporary Diversion (Berm or Ditch)					Offsite (clean) water routed around disturbed area	
Stream Crossings					Not allowed without US Army Corps 404 permit	
Concrete Washout Area					One washout pit for every 40 lots	
Soil Stabilization:						
Seeding/sodding schedule/timing	70				Applied within 14 days of reaching final grade or suspending work	
Slope Protection:						
Gilt Fence downslope of bare areas						
Silt Fence installed along contour						
Erosion Control Blankets on slopes					Conforms with Fig. 11-1 in LFUCG Stormwater Manual	
Drainage System Control:						
nlets Protected						
Pipe Outfall Erosion Prevention						
Channel Lining			0		Sodding or seed w/ blankets/mats immediately after construction	
Check Dams					Max drainage area = 10 acres	
Sediment Basins and Traps:						
Sediment Traps (drainage area < 5 ac)					Minimum volume = 2yr-24hr runoff volume	
Sediment Basins (drainage area = > 5 ac)		0	0	-	Minimum volume = 2yr-24hr runoff volume	
Good Housekeeping:						
Material storage addressed						
Spill Prevention and Control addressed						
Dust control addressed						
Dewatering operations are filtered				-		
Narrative:						
Schedule/sequence for BMP installation						
MP Inspection Requirement			0		Every 7 days, or every 14 days and after 0.5" of rainfall	
BMP Maintenance Requirement			<u> </u>			
Roadway Cleaning						

Form Effective Date - January 13, 2011

Comments / Items Missing or Incomplete:

Kentucky Best Management P	ractices Plan • Construction	on Site Inspection Report	
Company:	Site:	County: Date: # Disturbed Acres:	
Site Operator:			
Receiving Water:	Total Site Area (acres):		
Inspector Name:	Inspector Qualifications:		
Inspection Type: Weekly or ½ Inch Rain	Days Since Last Rainfall	# Inches of Last Rainfall:	

Field Inspection Observations

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

Sediment Traps and Basins	Storage volume is at least 134 cubic yards for each acre of bare soil area drained Trap or basin is seeded/mulched and stabilized; no collapsing sidewalls or banks Outlet structure is stable and consists of rock-lined notched overflow or outlet riser Rock overflow is 6" lower in center to control overflow discharge Outlet riser pipe has concrete & rock base, ½ inch holes every 3" to 6", and trash rack Area near pipe outlet or overflow is stable, with no scour or erosion Sediment removed before trap or basin is halfway full; disposal is away from ditches
Maintenance of EPSC Management Practices	Sediment behind silt fence and other filters does not reach halfway to top Sediment traps and basins are less than half full of sediment Gullies repaired, silt fences and other controls inspected and repaired/replaced Written documentation of controls installed, inspection results, and repairs performed All controls removed and areas graded, seeded, and stabilized before leaving site
Materials Storage, Handling, and Cleanup	Materials that may leach pollutants stored under cover and out of the weather Fuel tanks located in protected area with double containment system Fuel and/or other spills cleaned up promptly; no evidence of unmanaged spills No evidence of paint, concrete, or other material washouts near drain inlets No storage of hazardous or toxic materials near ditches or water bodies
Waste Disposal	Trash, litter, and other debris in proper containers or properly managed No litter or trash scattered around on the construction site Provisions made for restroom facilities and/or other sanitary waste management Sanitary waste facilities clean and serviced according to schedule No disposal of any wastes into curb or other inlets, ditches, streams, or water bodies
List of Stat	oilized Areas: Vegetation is Established; Ditches are Stabilized; No Exposed Soil
	Other Notes or Observations:
	Corrective Actions Taken and/or Proposed Revisions to BMP Plan:

CONTRACTOR AND SUBCONTRACTOR CERTIFICATIONS

SWPPP Files, Updates, and Amendments	
on file at the construction site by SWPPP will be updated by the Owner and/or Sit site conditions, selection of BMPs, the presence the Site Manager, contractor, subcontractors, or	OI, inspection reports, US ACE permits, etc.) will be kept (name and title). The e Manager to reflect any and all significant changes in of any unlisted potential pollutants on site, or changes in other key information. Updates and amendments will be led to the original BMP Plan and available for review.
Stormwater Pollution Prevention Plan Certific	cation
supervision in accordance with a system designer and evaluated the information submitted. Based system, or those persons directly responsible for to the best of my knowledge and belief, true, according to the system.	and all attachments were prepared under my direction or ed to assure that qualified personnel properly gathered on my inquiry of the person or persons who manage the gathering the information, the information submitted is, curate, and complete. I am aware that there are ion, including the possibility of fine and imprisonment for
Signed:	Date:
authorizes the storm water discharges associated this certification. Subcontractor Certification The subcontractors below certify under penalty of the subcontractors below certify under penalty of the subcontractors.	e terms and conditions of the general KPDES permit that d with the construction site activity identified as part of flaw that they understand the terms and conditions of form water discharges associated with the construction
Signed:	Date:
Title:	Date:
Title:	
Signed:	Date:
Title:	



FIGURE 11-1

SLOPE PROTECTION GUIDANCE

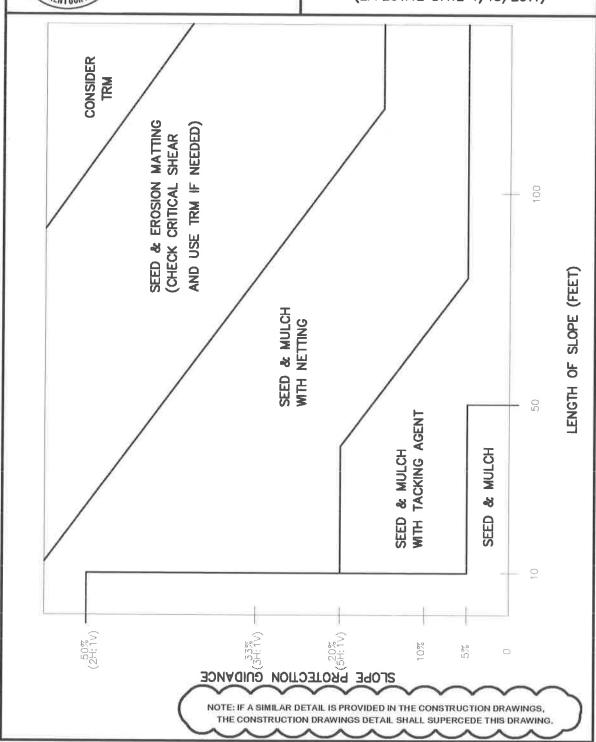




FIGURE 11-2 ROAD\PARKING STABILIZATION

(EFFECTIVE DATE 1/13/2011)

NOTE: IF A SIMILAR DETAIL IS PROVIDED IN THE CONSTRUCTION DRAWINGS, THE CONSTRUCTION DRAWINGS DETAIL SHALL SUPERCEDE THIS DRAWING.

EXISTING GROUND

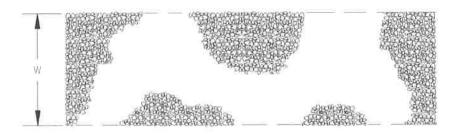
6" MIN.

GEOTEXTILE

UNDER STONE (OPTIONAL)

KTC AGGREGATE NO.2 OR EQUIVALENT (1.5 TO 3 INCHES IN DIAMETER)

CROSS SECTION



PLAN VIEW

 $W = 14' \text{ MIN. FOR ONE WAY TRAFFIC} \\ 20' \text{ MIN. FOR TWO WAY TRAFFIC}$



FIGURE 11-3 CONSTRUCTION ENTRANCE

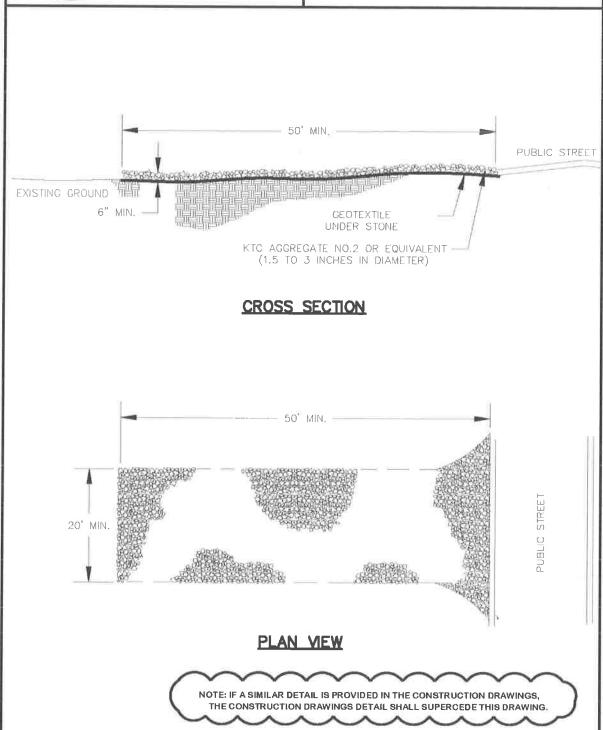




FIGURE 11-4

CONSTRUCTION ENTRANCE NOTES AND SPECIFICATIONS (EFFECTIVE DATE 1/13/2011)

SPECIFICATIONS FOR GEOTEXTILE FABRIC

GRAB TENSILE STRENGTH	220 LBS. (MIN.) (ASTM D1682)
ELONGATION FAILURE	60% (MIN.) (ASTM D1682)
MULLEN BURST STRENGTH	430 LBS, (MIN.) (ASTM D3768)
PUNCTURE STRENGTH	125 LBS. (MIN.) (ASTM D751) (MODIFIED)
EQUIVALENT OPENING	SIZE 40-80 (US STD SIEVE) (CW-02215)

NOTES

- A STABILIZED ENTRANCE PAD OF CRUSHED STONE SHALL BE LOCATED WHERE TRAFFIC WILL ENTER OR LEAVE THE CONSTRUCTION SITE ONTO A PUBLIC STREET.
- 2. SOIL STABILIZATION FABRIC SHALL BE USED AS A BASE FOR THE CONSTRUCTION ENTRANCE.
- 3. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC STREETS OR EXISTING PAVEMENT. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS WARRANT AND REPAIR OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
- 43 ANY SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PUBLIC STREETS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
- 5. WHEN APPROPRIATE, WHEELS MUST BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTERING A PUBLIC STREET. WHEN WASHING IS REQUIRED, IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN.

NOTE: IF A SIMILAR DETAIL IS PROVIDED IN THE CONSTRUCTION DRAWINGS, THE CONSTRUCTION DRAWINGS DETAIL SHALL SUPERCEDE THIS DRAWING.



FIGURE 11-5 STAPLE PATTERN FOR STRAW OR EXCELSIOR MATS

(EFFECTIVE DATE 1/13/2011)

SLOPES UP TO 1.5H:1V

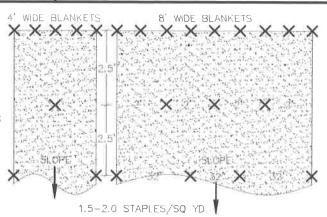
- INSTALL BLANKET VERTICALLY
- OR HORIZONTALLY
 USE 12" STAPLE SPACING ON STARTER ROW.

COHESIVE SOILS:

- NO OVERLAP REQUIRED ON SIDE SEAMS USE 6" STAPLE LENGTH

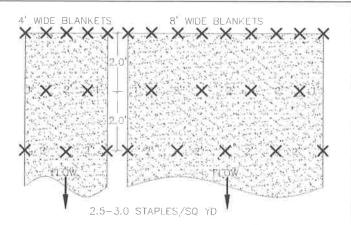
NON-COHESIVE SOILS:

- USE 6" SIDE SEAM OVERLAP USE 8" STAPLE LENGTH USE 6" ANCHOR TRENCH AT
- TOP OF SLOPE



CHANNELS IN COHESIVE SOILS

- USE 6" SIDE SEAM OVERLAP USE 6" STAPLE LENGTH USE 6" TRANSVERSE ANCHOR TRENCH AT 100-FT. INTERVALS
- USE 12" STAPLE SPACING ON STARTER ROW:
- UPSTREAM BLANKET SHOULD OVERLAP DOWNSTREAM BLANKET A DISTANCE OF 12" IN A "SHINGLE" FASHION AND BURY THE FINISHED TOE AT LEAST 6".



CHANNELS IN NON-COHESIVE SOILS

- USE 6" SIDE SEAM OVERLAP USE 8" STAPLE LENGTH USE 6" TRANSVERSE ANCHOR TRENCH AT 50-FT, INTERVALS
- USE 12" STAPLE SPACING
- ON STARTER ROW.
- UPSTREAM BLANKET SHOULD OVERLAP DOWNSTREAM BLANKET A DISTANCE OF 12" IN A "SHINGLE" FASHION AND BURY THE FINISHED TOE AT LEAST 6".

NOTE: IF A SIMILAR DETAIL IS PROVIDED IN THE CONSTRUCTION DRAWINGS, THE CONSTRUCTION DRAWINGS DETAIL SHALL SUPERCEDE THIS DRAWING.

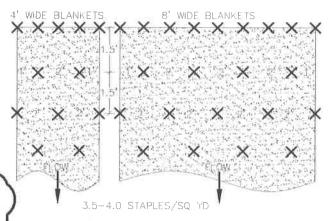




FIGURE 11-6

PLACEMENT OF TRM IN CHANNEL

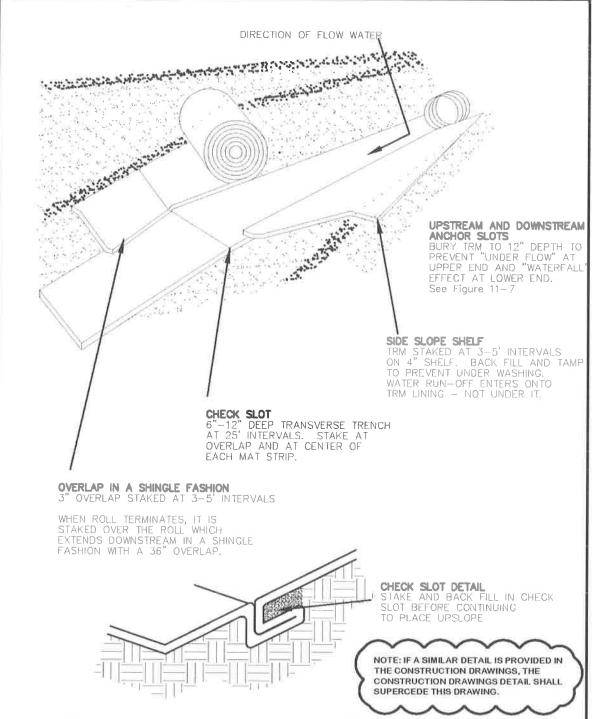




FIGURE 11-7

ANCHOR SLOT DETAILS FOR TRM

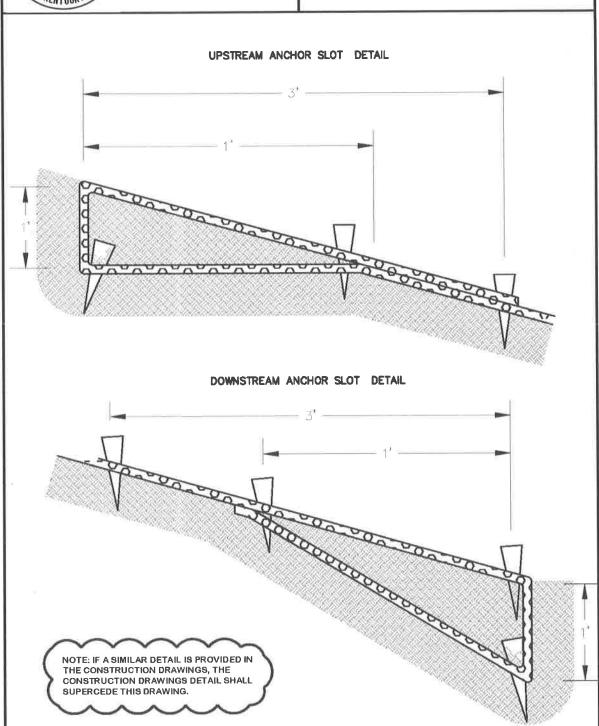




FIGURE 11-12

TEMPORARY DIVERSION DITCH

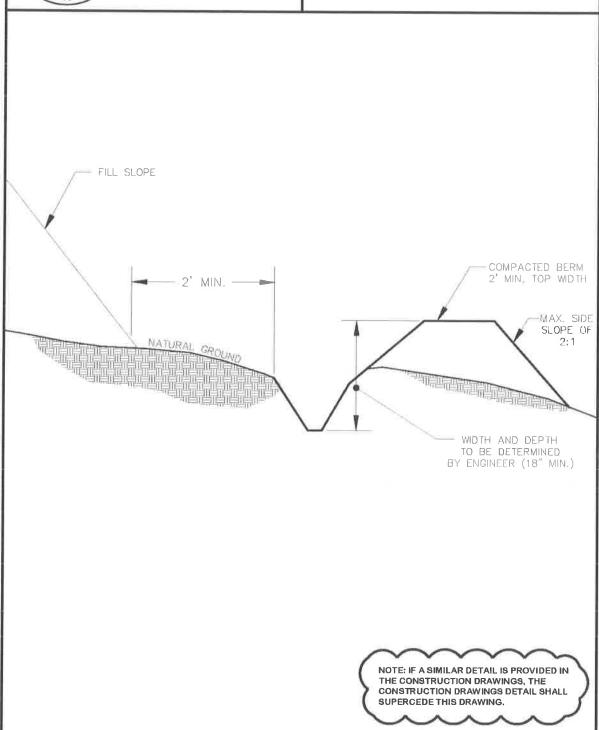




FIGURE 11-13

LEVEL SPREADER

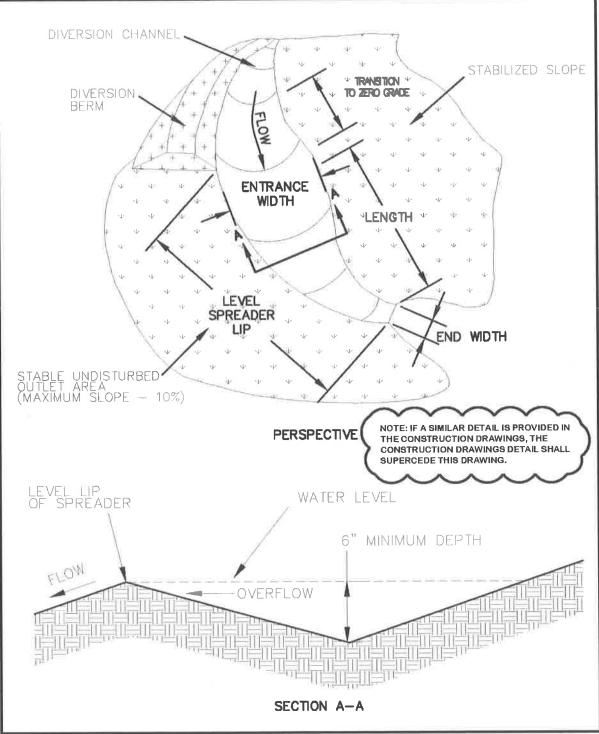




FIGURE 11-14

FLEXIBLE PIPE SLOPE DRAIN

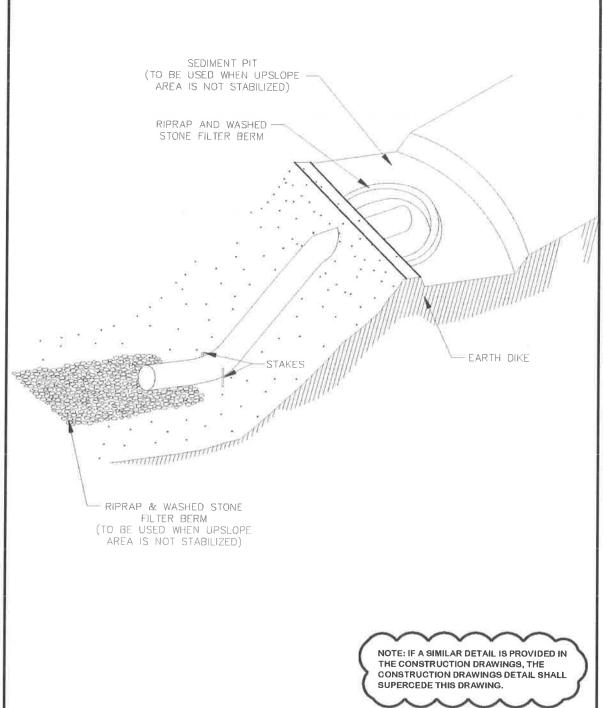




FIGURE 11-15

SLOPE DRAIN - PROFILE

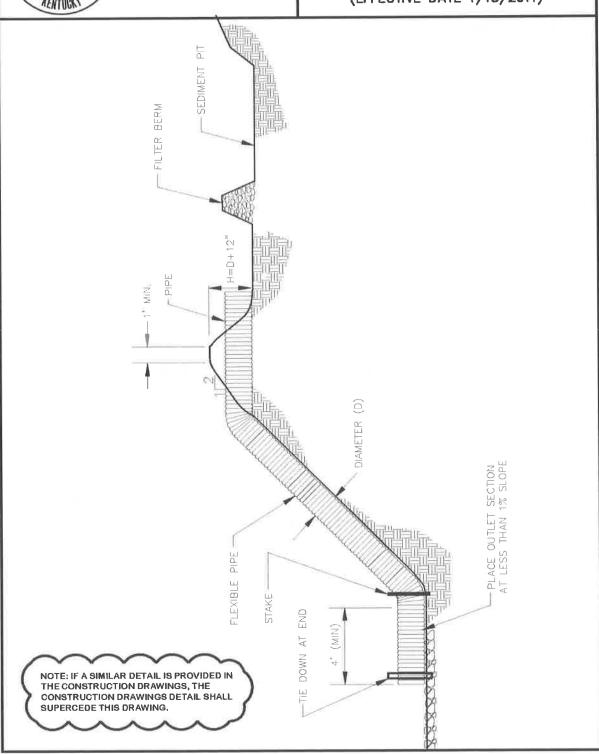




FIGURE 11-16

ROCK CHECK DAM

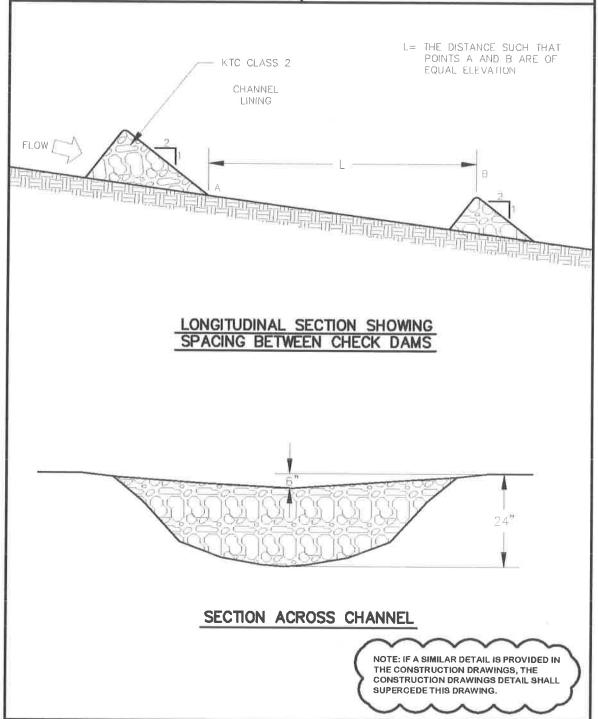
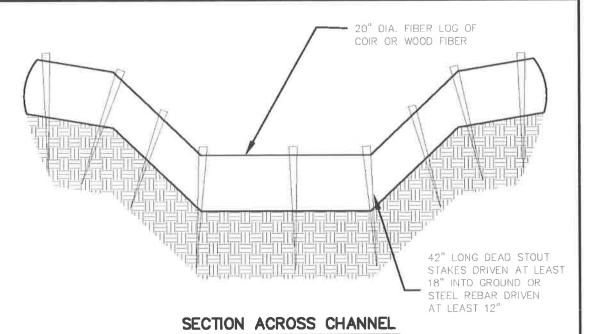




FIGURE 11-17

FIBER LOG CHECK DAM

(EFFECTIVE DATE 1/01/09)



STAKES SHALL BE SPACED NO FURTHER
THAN 24" AND SHALL BE DRIVEN AT EACH
SIGNIFICANT SLOPE BREAK AND WITHIN 6" OF EACH END.

NOTE: IF A SIMILAR DETAIL IS PROVIDED IN THE CONSTRUCTION DRAWINGS, THE CONSTRUCTION DRAWINGS DETAIL SHALL SUPERCEDE THIS DRAWING.

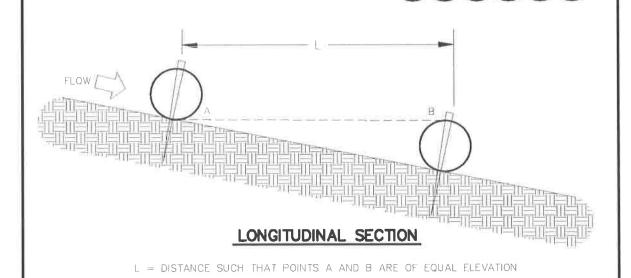
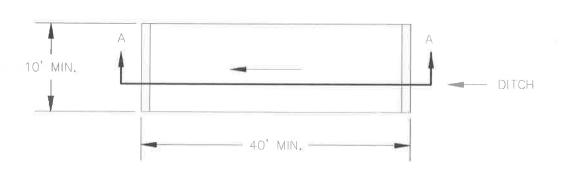




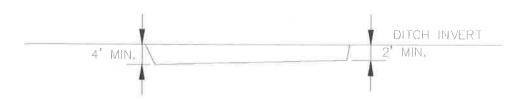
FIGURE 11-18

SEDIMENT TRAP

(EFFECTIVE DATE 1/13/2011)



PLAN VIEW



SECTION A-A

NOTE: IF A SIMILAR DETAIL IS PROVIDED IN THE CONSTRUCTION DRAWINGS, THE CONSTRUCTION DRAWINGS DETAIL SHALL SUPERCEDE THIS DRAWING.

NOTES:

- THE SIZE, SHAPE AND LOCATION OF TRAP MAY BE ADJUSTED FROM THAT
- SHOWN IN THE CONSTRUCTION PLANS, AS DIRECTED BY THE ENGINEER.
 THE SEDIMENT TRAP MAY BE CONSTRUCTED AS DIRECTED BY THE
 ENGINEER AS LONG AS THE AREA AND DEPTH IS AT LEAST AS THAT
- INDICATED ON THE PLANS.

 SEDIMENT TRAP SHALL BE CONSTRUCTED BY EXCAVATING THE BASIN IN NATURAL OR EXCAVATED CHANNELS. SEDIMENT DEPOSITS IN TRAP SHALL BE REMOVED EACH TIME THE TRAP IS APPROXIMATELY 50 PERCENT WHEN THEIR USEFULNESS HAS ENDED, THE TRAPS SHALL BE REMOVED, SURPLUS MATERIAL DISPOSED OF AND THE ENTIRE DISTURBED AREA SHALL BE SEEDED AND PROTECTED, OR SODDED, AS DIRECTED. SEDIMENT TRAPS MAY REMAIN IN PLACE UPON COMPLETION OF THE PROJECT ONLY WHEN PERMITTED BY THE ENGINEER OR THE PLANS.



FIGURE 11-21 TEMPORARY SILT FENCE

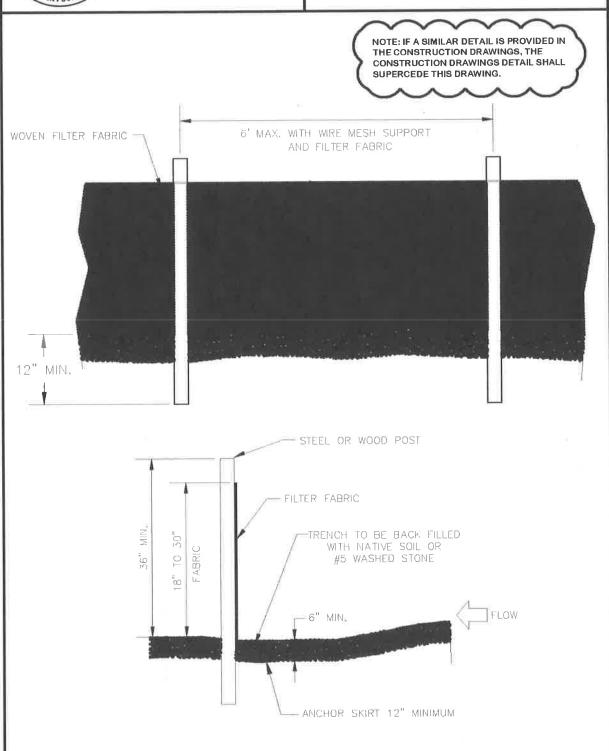




FIGURE 11-22

TEMPORARY SILT FENCE GENERAL NOTES

(EFFECTIVE DATE 1/13/2011)

GENERAL NOTES

- I. FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL AND CUT TO THE LENGTH OF THE BARRIER. WHEN JOINTS CANNOT BE AVOIDED, FILTER FABRIC SHALL BE SPLICED TOGETHER ONLY AT A POST WITH 3 FOOT MIN. OVERLAP, AND SECURELY SEALED.
- 2. POSTS SHALL BE SPACED AT 6 FOOT INTERVALS IN AREAS OF RAPID RUNOFF.
- 3 POSTS SHALL BE AT LEAST 5 FEET IN LENGTH.
- 4. STEEL POSTS SHALL HAVE PROJECTIONS FOR FASTENING WIRE AND FABRIC.
- 5. WOOD POSTS SHALL BE 2 INCHES BY 2 INCHES OR EQUIVALENT. STEEL POSTS SHALL BE 1.33 LBS PER LINEAR FOOT.
- 6. A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH IN LENGTH, WIRE TIES OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES AND SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.
- 7. WASHED STONE SHALL BE USED TO BURY SKIRT WHEN SILT FENCE IS USED ADJACENT TO A CHANNEL, CREEK, OR POND.
- 8. TURN SILT FENCE UP SLOPE AT ENDS.

NOTE: IF A SIMILAR DETAIL IS PROVIDED IN THE CONSTRUCTION DRAWINGS, THE CONSTRUCTION DRAWINGS DETAIL SHALL SUPERCEDE THIS DRAWING.



FIGURE 11-23

DROP INLET PROTECTION USING SILT FENCE

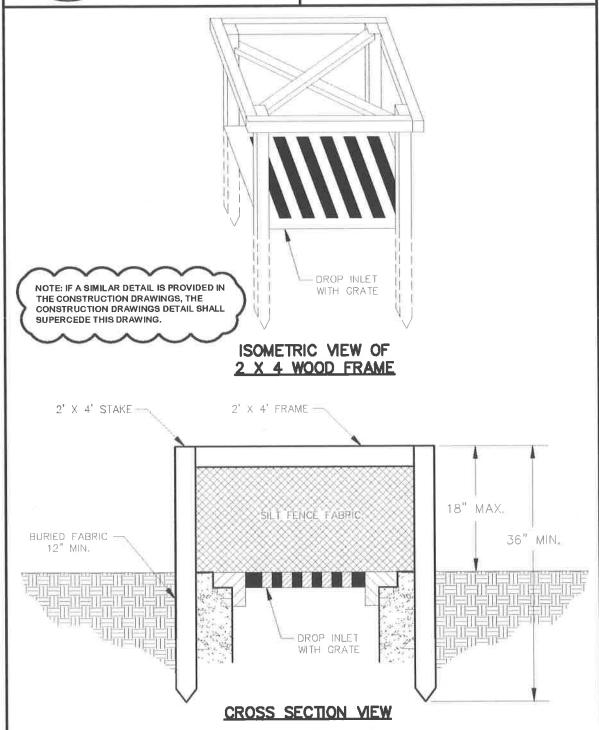




FIGURE 11-24

GRAVEL CURB INLET SEDIMENT FILTER

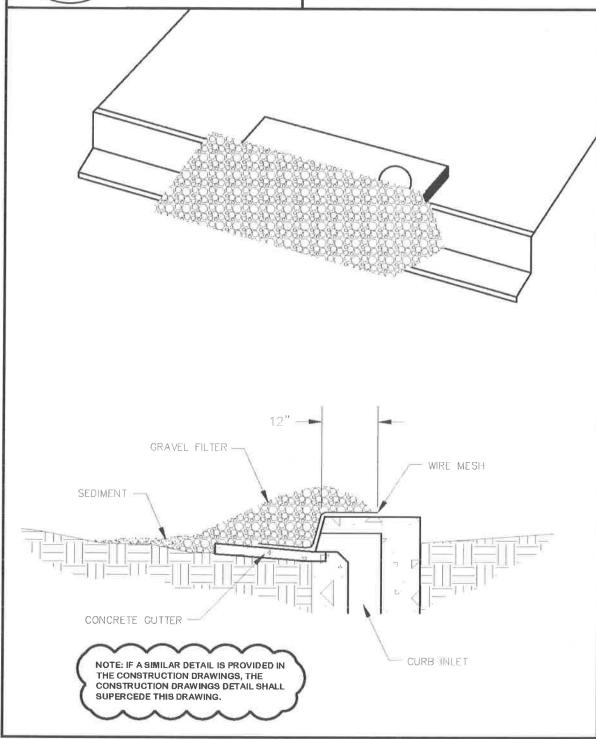




FIGURE 11-25

BLOCK AND GRAVEL CURB INLET SEDIMENT FILTER

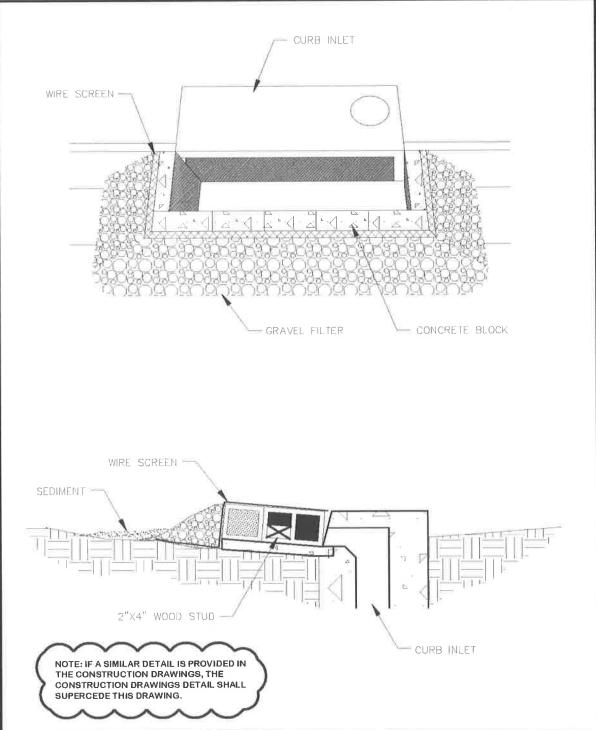
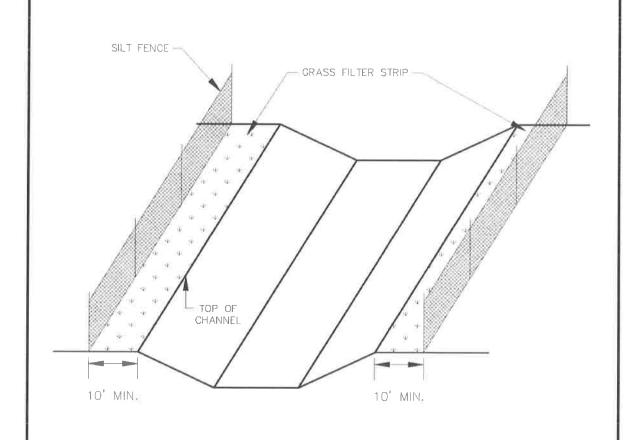




FIGURE 11-26

FILTER STRIP FOR CONSTRUCTED CHANNEL

(EFFECTIVE DATE 1/13/2011)

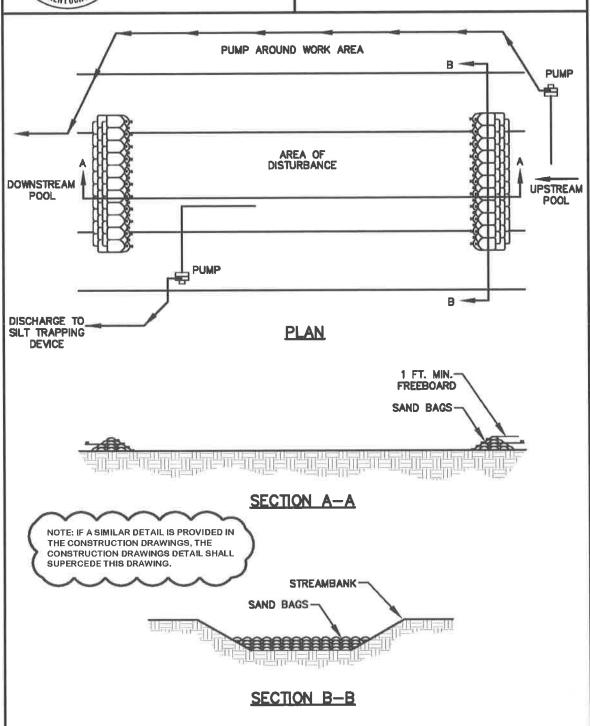


NOTE: IF A SIMILAR DETAIL IS PROVIDED IN THE CONSTRUCTION DRAWINGS, THE CONSTRUCTION DRAWINGS DETAIL SHALL SUPERCEDE THIS DRAWING.



FIGURE 11-27

PUMP-AROUND FLOW DIVERSION



END OF SECTION

SECTION 02374 - ESC PERMITTING, INSPECTION, AND PERMITTING PROCEDURES

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SECTION 02700 - ASPHALTIC CONCRETE PAVING

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. The asphalt concrete paving replacement work includes the construction of an aggregate base course, asphalt binder and wearing courses to match existing courses and as specified herein. This work is to replace paving disturbed by the construction and any damages to paving by Contractor's operations, as well as new pavement and driveways, within the limits shown on the plans.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. The general provisions of the Contract apply to the Work specified in this Section.
- B. Section 02225 Excavating, Backfilling and Compacting for Sewers

PART 2 - PRODUCTS

2.01 MATERIALS

A. All roads in Fayette County shall be constructed in accordance with the following sections of the Kentucky Transportation Cabinet's (KTC) Standard Specifications for Road and Bridge Construction. Items not covered by the KTC specifications shall require a special design by the Engineer and shall be approved by LFUCG.

1.	Embankment	Division 200
2.	Excavation	Division 200
3.	Subgrade	Division 200
4.	Dense Graded Aggregate	Division 300
5.	Bituminous Concrete	Division 400
6.	Concrete Paving	Division 500
7.	Chemical Stabilization	Division 200

2.02 SUBGRADE

- A. The subgrade shall be free from ruts, large stones, and excessive dust. The subgrade shall be subjected to a subgrade proof-roll test so that soft, wet, or pumping areas may be identified. The minimum total weight of the loaded dump truck shall be 37 tons. The truck shall be operated at walking speed over the entire subgrade. Any excessive deflections such as rutting or pumping shall be stabilized as directed by the Engineer.
- B. Typical treatments of soft or wet areas of the pavement subgrade include removal and replacement (undercutting), "working-in" No. 2 stone, or installation of a geogrid/geotextile system and crushed stone. The extent and performance requirements of such improvements shall be set forth in the Contract Documents or as directed by the Engineer. Other means to stabilize the subgrade such as lime stabilization or cement modification as described in KTC

Section 304, may be necessary.

- C. The pavement subgrade shall be compacted to a uniform density throughout according to the requirements of the Contract Documents. If the density of the subgrade has been diminished by exposure or weather, after having been previously compacted, it shall be recompacted to the required density and moisture content.
- D. Subgrade drainage systems or perforated pipe underdrains shall be installed in accordance with LFUCG Standard Drawings where indicated on the Improvement Plans.

2.03 GRANULAR BASE COURSE

- A. The granular base course shall consist of compacted dense-graded aggregate (DGA) meeting the requirements set forth in Kentucky Transportation Cabinet's (KTC) Standard Specifications for Road and Bridge Construction. The Contractor shall submit to the Engineer the results of physical tests performed on the material to verify that it meets the requirements referenced above.
- B. The DGA shall be applied in thicknesses of no less than 3 inches and no more than 6 inches in thickness. Each lift of DGA shall be compacted to a density no less than 84 percent of the solid volume density based on the oven-dry bulk specific gravity as determined by KM 64-607. A field density test of DGA placement may be required if deemed necessary by Engineer. The tests shall be conducted at a frequency of one test per 2,000 square feet with a minimum of one test per shift during which DGA is placed. The DGA shall be compacted using a vibratory roller or vibratory plate. The DGA shall be placed to achieve a moisture content less than 5%, and shall be stable with no rutting or pumping.
- C. Before arriving at the site, the DGA shall be adequately mixed with water in a pugmill. During transportation and storage on site, the DGA shall be covered to prevent loss of moisture. If drying of the DGA occurs, the Contractor shall add water to the DGA and shall thoroughly mix the material before its placement.

2.04 ASPHALT BASE AND SURFACE COURSES

- A. The materials and methods for construction for the asphalt base course and surface course shall meet the requirement of Kentucky Transportation Cabinet's (KTC) Standard Specifications for Road and Bridge Construction. The Contractor shall submit test results of the aggregate gradation and asphalt content to the Engineer.
- B. The pavement course thicknesses and construction tolerances shall be specified in the Contract Documents. The surface of each course shall be checked with templates, straightedges, and/or stringlines for uniformity. All irregularities exceeding the allowable tolerances must be repaired as required by the Contract Documents or as directed by the Engineer.

2.05 TACK COAT

A. The tack coat shall be type SS-1h. Before applying the tack coat the area to receive pavement shall be cleaned. The tack coat shall be applied well in advance of the paving operation to allow all water to evaporate before the surface course is placed. Work shall be planned so that no more tack coat than is necessary for the day's operation is placed on the surface.

END OF SECTION

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 THE REQUIREMENT

- A. Provide all labor, equipment, materials and services necessary for the manufacture, transportation and placement of all plain and reinforced concrete work, as shown on the Drawings or as ordered by the Engineer.
- B. Concrete shall be in accordance with the latest edition of Standard Specifications for Road and Bridge Construction issued by the Kentucky Transportation Cabinet.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 03600 - Grout

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. Without limiting the generality of the Specifications, all work herein shall conform to or exceed the applicable requirements of the following documents. All referenced specifications, codes, and standards refer to the most current issue available at the time of Bid.
 - Kentucky Dept. of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition.
 - 2. Kentucky Building Code

3.	ACI 214	Recommended Practice for Evaluation of Strength Test Results of Concrete
4.	ACI 304	Guide for Measuring, Mixing, Transporting, and Placing Concrete
5.	ACI 305	Hot Weather Concreting
6.	ACI 306	Cold Weather Concreting
7.	ACI 318	Building Code Requirements for Structural Concrete
8.	ACI 350	Code Requirements for Environmental Engineering Concrete Structures
9.	ASTM C 31	Standard Methods of Making and Curing Concrete Test Specimens in the Field
10.	ASTM C 39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
11.	ASTM C 42	Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
12.	ASTM C 94	Standard Specification for Ready-Mixed Concrete
13.	ASTM C 143	Standard Test Method for Slump of Portland Cement Concrete

14. ASTM C 172 Standard Method of Sampling Fresh Concrete

- 15. ASTM C 260 Standard Specification for Air-Entraining Admixtures for Concrete
- 16. ASTM C 457 Standard Recommended Practice for Microscopical Determination of Air-Void Content and Parameters of the Air-Void System in Hardened Concrete
- 17. ASTM C 1567 Standard Test Method for Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method)

1.04 SUBMITTALS

- A. Submit the following in accordance with Section 01300, Submittals.
 - Sources of all materials and certifications of compliance with specifications for all materials.
 - 2. Certified current (less than 1 year old) chemical analysis of the Portland Cement or Blended Cement to be used.
 - 3. Certified current (less than 1 year old) chemical analysis of fly ash or ground granulated blast furnace slag to be used.
 - Aggregate test results showing compliance with required standards, i.e., sieve analysis, aggregate soundness tests, petrographic analysis, mortar bar expansion testing per ASTM C 1567, etc.
 - 5. Manufacturer's data on all admixtures stating compliance with required standards.
 - 6. Concrete mix design for each class of concrete specified herein.
 - 7. Field experience records and/or trial mix data for the proposed concrete mixes for each class of concrete specified herein.

PART 2 - PRODUCTS

2.01 CONCRETE

- A. Sidewalks, entrance pavements, concrete pavement subbase for asphaltic surface course, concrete pavement, curb gutter, and thrust blocking shall be Class A.
- B. Concrete shall be as specified in the following table excerpted from <u>Standard Specifications</u> for Road and Bridge Construction, Edition of 2012, Kentucky Transportation Cabinet:

				ID REQUIRE MENTS FOR VAR			
Class of Concrete	Percent	ximate Fine to gregate	Maximum Free Water by W/C Ratio (lb/lb)	28-Day Compressive Strength ⁽¹⁾ (psi)	Slump ⁽⁴⁾	Minimum Cement Factor	Air Content
	Gravel	Stone	(ID/ID)	(psi)	(inches)	(lb/yd³)	(%)
A ⁽⁵⁾	36	40	0.49	3,500	2-4(7)	564	6 ± 2
A Mod	36	40	0.47	3,500	4-7	658	6 ± 2
AA(2)	36	40	0.42	4,000	2-4 (12)	620	6 ± 2 ⁽¹¹⁾
AAA ⁽⁸⁾	36	40	0.40	5,500	3-7	686	6 ± 2 ⁽¹¹⁾
В	40	44	0.66	2,500	3-5	451	6 ± 2
D(3)	35	39	0.44	4,000	3-5 ⁽⁶⁾	639	6 ± 2
D Mod ⁽³⁾	35	39	0.42	5,000	3-5 ⁽⁶⁾	733	6 ± 2
M1 ⁽⁸⁾ w/Type I Cement	36	40	0.33	4,000 ⁽⁹⁾	7 max.	800	6 ± 2
M2 ⁽⁸⁾ w/Type III Cement	36	40	0.38	4,000(9)	7 max.	705	6 ± 2
P ⁽⁵⁾	35	38	0.49	3,500	(13)	564 ⁽¹⁰⁾	6 ± 2 ⁽¹¹⁾

- (1) The Department may direct non-payment, additional construction, or removal and replacement for concrete which test cylinders indicate low compressive strength and follow-up investigations indicate inadequate strength. The Department may require some classes to attain the required compressive strength in less than 28 hours.
- (2) When the ambient air temperature while placing slab concrete is 71°F or more, add to the concrete a water-reducing and retarding admixture. The Engineer may require or allow, water-reducing and retarding admixture in slab concrete for ambient air temperatures of less than 71°F. Only use one type of admixture for concrete placed during any individual contiguous pour.
- (3) The Department will require a compressive strength of 5,000 psi or greater when specified in the Contract, at or before 28 days of prestressed members.
- (4) The Engineer will allow slumps less than the minimum provided concrete is workable.
- (5) The Department will allow the use of JPC pavement mixture for non-structural construction.
- (6) At the option of the prestressed product fabricator, the Department will allow the slump of Class D or Class D Modified concrete to be increased to a maximum of 8 inches for all items, except products with voids. For products with voids, the slump may be increased to 7 inches. Provide a high range water reducer (Type F or G) in an amount not to exceed the following water/cement ratios:

Summer mix designs – 0.39 Spring and Fall mix designs – 0.37 Winter mix designs – 0.34

- (7) The precast fabricator may increase the slump of Class A concrete to a maximum of 7 inches provided the fabricator uses a high range water reducer (Type F or G) and maximum water/cement ratio of 0.46.
- (8) Use a high range water reducer (Type F or G).
- (9) The Department will require 3,000 psi compressive strength before opening to traffic and 4,000 psi at 28 days.
- (10) 611 lb/yd3 when using coarse aggregate sizes No. 8, 78, or 9-M.
- (11) 7 ± 2% when using coarse aggregate sizes No. 8, 78 or 9-M.
- (12) The Department may allow the slump of AA concrete to be increased up to a 6 inch maximum, provided the W/C ratio does not exceed 0.40 and a high range water reducer (Type F or G) is used. Trial Batches will be required if producer has not previously supplied.

(13) The Department does not have slump requirements for Class P concrete mixes except for the edge slump requirements of Section 501.03.19.

2.02 FLOWABLE FILL

- A. Flowable fill shall conform to Section 601 of the Standard Specifications for Road and Bridge Construction, Edition of 2012.
- B. Flowable fill shall consist of a mixture of cement, sand, fly ash, and water. The loss on ignition for Class F fly ash shall not exceed 12 percent. Ensure that the concrete producer certifies mix proportions for flowable fill as follows:

Flowable Fill for Pipe Backfill. Proportion as follows, per cubic yard batch:

Cement 30 pounds
Fly Ash, Class F 300 pounds
Natural Sand (S.S.D.) 3,000 pounds
Water (Maximum) 550 pounds

- C. Flowable fill shall obtain an average compressive strength of 50 to 100 psi at 28 days for application as pipe backfill. For applications requiring early opening to traffic or placement of pavement as soon as possible, the mixture shall conform to the following general guidelines:
 - 1. Mixture bleeds freely within 10 minutes
 - 2. Mixture supports a 150-pound person within three hours.

PART 3 - EXECUTION

3.01 PRODUCTION OF CONCRETE

- A. All concrete shall be machine mixed. Hand mixing of concrete will not be permitted. The Contractor shall supply concrete from a ready mix plant. In selecting the source for concrete production the Contractor shall carefully consider its capability for providing quality concrete at a rate commensurate with the requirements of the placements so that well bonded, homogenous concrete, free of cold joints, is assured. Ready mixed concrete shall be in accordance with ASTM C94.
- B. Each and every concrete delivery shall be accompanied by a delivery ticket containing at least the following information:
 - 1. Date and truck number
 - 2. Ticket number
 - 3. Mix designation of concrete
 - 4. Cubic yards of concrete
 - 5. Cement brand, type and weight in pounds
 - 6. Weight in pounds of fine aggregate (sand)
 - 7. Weight in pounds of coarse aggregate (stone)
 - 8. Air entraining agent, brand, and weight in pounds and ounces
 - 9. Other admixtures, brand, and weight in pounds and ounces
 - 10. Water, in gallons, stored in attached tank
 - 11. Water, in gallons, maximum that can be added without exceeding design water/cement ratio
 - 12. Water, in gallons, actually used (by truck driver)
 - 13. Time of loading
 - 14. Time of delivery to job (by truck driver)

C. Any truck delivering concrete to the job sile, which is not accompanied by a delivery ticket showing the above information will be rejected and such truck shall immediately depart from the job site.

3.02 CONCRETE PLACEMENT

A. No concrete shall be placed prior to approval of the concrete mix design. Concrete placement shall conform to the recommendations of ACI 304.

3.03 CONCRETE WORK IN COLD WEATHER

- A. Cold weather concreting procedures shall conform to the requirements of ACI 306.
- B. The Engineer may prohibit the placing of concrete at any time when air temperature is 40°F. or lower. If concrete work is permitted, the concrete shall have a minimum temperature, as placed, of 55°F. for placements less than 12" thick, 50°F. for placements 12" to 36" thick, and 45°F. for placements greater than 36" thick. The temperature of the concrete as placed shall not exceed the aforementioned minimum values by more than 20°F, unless otherwise approved by the Engineer.
- C. The addition of admixtures to the concrete to prevent freezing is not permitted. All reinforcement, forms, and concrete accessories with which the concrete is to come in contact shall be defrosted by an approved method. No concrete shall be placed on frozen ground.

3.04 CONCRETE WORK IN HOT WEATHER

- A. Hot weather concreting procedures shall conform to the requirements of ACI 305.
- B. When air temperatures exceed 85°F, or when extremely dry conditions exist even at lower temperatures, particularly if accompanied by high winds, the Contractor and his concrete supplier shall exercise special and precautionary measures in preparing, delivering, placing, finishing, curing and protecting the concrete mix. The Contractor shall consult with the Engineer regarding such measures prior to each day's placing operation and the Engineer reserves the right to modify the proposed measures consistent with the requirements of this Section of the Specifications. All necessary materials and equipment shall be on hand an in position prior to each placing operation.
- C. Preparatory work at the job site shall include thorough wetting of all forms, reinforcing steel and, in the case of slab pours on ground or subgrade, spraying the ground surface on the preceding evening and again just prior to placing. No standing puddles of water shall be permitted in those areas which are to receive the concrete.
- D. The temperature of the concrete mix when placed shall not exceed 90°F.
- E. Delivery schedules shall be carefully planned in advance so that concrete is placed as soon as practical after it is properly mixed. For hot weather concrete work (air temperature greater than 85°F), discharge of the concrete to its point of deposit shall be completed within 60 minutes from the time the concrete is batched.
- F. The Contractor shall arrange for an ample work force to be on hand to accomplish transporting, vibrating, finishing, and covering of the fresh concrete as rapidly as possible.

3.05 QUALITY CONTROL

A. Field Testing of Concrete

- The Contractor shall coordinate with the Owner's testing firm personnel as required for concrete testing.
- 2. Concrete for testing shall be supplied by the Contractor at no additional cost to the Owner, and the Contractor shall provide assistance to the testing laboratory in obtaining samples. The Contractor shall dispose of and clean up all excess material.
- 3. For every placement of concrete that is 10 cubic yards or less, the following tests shall be performed (as described in paragraphs B through E below):
 - a. Consistency
 - b. Unit Weight
 - c. Air content
 - d. Compressive Strength
 - e. Temperature
- 4. For every placement of concrete that is larger than 10 cubic yards, the following tests shall be performed for every 50 cubic yards (as described in paragraphs B through E below):
 - Consistency test the first truck and one additional truck randomly selected by the Owner's Resident Project Representative (RPR).
 - b. Unit Weight test one truck randomly selected by the RPR
 - Air content test the first truck and one additional truck randomly selected by the RPR
 - d. Compressive Strength test one truck randomly selected by the RPR
 - e. Temperature test one truck randomly selected by the RPR

The sampling of concrete is approved at the truck discharge. If a concrete pump is employed, the Contractor is advised that 1.5-3.0% air is lost in pumping and such should be accounted for at the point of testing. Therefore, the air content should be adjusted to ensure that the air content meets the specification at the point of placement.

The first truck is defined as the first truck as accepted by the RPR. The RPR shall have the authority of the Owner to accept or reject all concrete.

- 1. Sampling is at the discretion of the RPR.
- Additional testing may be required as deemed necessary by the Owner.

B. Consistency

- 1. The consistency of the concrete will be checked by the Owner's testing firm by standard slump cone tests. The Contractor shall make any necessary adjustments in the mix as the Owner or Engineer may direct and shall upon written order suspend all placing operations in the event the consistency does not meet the intent of the specifications. No payment shall be made for any delays, material or labor costs due to such eventualities.
- 2. Slump tests shall be made in accordance with ASTM C 143.
- 3. Concrete with a specified nominal slump shall be placed having a slump within 1" (higher or lower) of the specified slump. Concrete with a specified maximum slump shall be placed having a slump less than the specified slump.
- C. Unit Weight

 Samples of freshly mixed concrete shall be tested for unit weight by the Owner's testing firm in accordance with ASTM C 138.

D. Air Content

- 1. Samples of freshly mixed concrete will be tested for entrained air content by the Owner's testing firm in accordance with ASTM C 231.
- In the event test results are outside the limits specified, additional testing shall occur.
 Upon discovery of incorrect air entrainment, the concrete shall be removed from the
 jobsite.

E. Compressive Strength

- Samples of freshly mixed concrete will be taken by the Owner's testing firm and tested for compressive strength in accordance with ASTM C 172, C 31 and C 39, except as modified herein.
- 2. Each sampling shall consist of at least five (5) 6x12 cylinders or (8) 4x8 cylinders. Each cylinder shall be identified by a tag, which shall be hooked or wired to the side of the container. The Owner's testing firm will fill out the required information on the tag, and the Contractor shall satisfy himself that such information shown is correct.
- 3. The Contractor shall be required to furnish labor to the Owner for assisting in preparing test cylinders for testing. The Contractor shall provide approved curing boxes for storage of cylinders on site. The insulated curing box shall be of sufficient size and strength to contain all the specimens made in any four consecutive working days and to protect the specimens from falling over, being jarred or otherwise disturbed during the period of initial curing. The box shall be erected, furnished and maintained by the Contractor. Such box shall be equipped to provide the moisture and to regulate the temperature necessary to maintain the proper curing conditions required by ASTM C 31. Such box shall be located in an area free from vibration such as pile driving and traffic of all kinds and such that all specimen are shielded from direct sunlight and/or radiant heating sources. No concrete requiring inspection shall be delivered to the site until such storage curing box has been provided. Specimens shall remain undisturbed in the curing box until ready for delivery to the testing laboratory but not less than sixteen hours.
- 4. The Contractor shall be responsible for maintaining the temperatures of the curing box during the initial curing of test specimens with the temperature preserved between 60°F and 80°F as measured by a maximum-minimum thermometer. The Contractor shall maintain a written record of curing box temperatures for each day curing box contains test specimens. Temperature shall be recorded a minimum of three times a day with one recording at the start of the work day and one recording at the end of the work day.
- 5. When transported, the cylinders shall not be thrown, dropped, allowed to roll, or be damaged in any way.

F. Evaluation and Acceptance of Concrete

- 1. Evaluation and acceptance of the compressive strength of concrete shall be according to the requirements of ACI 214, ACI 318, and ACI 350.
- The strength level of concrete will be considered satisfactory if all of the following conditions are satisfied.
 - a. Every arithmetic average of any three consecutive strength tests equals or exceeds the minimum specified 28-day compressive strength for the mix (see Article 2.07).

- b. No individual compressive strength test results falls below the minimum specified strength by more than 500 psi.
- c. No more than 10% of the compressive tests have strengths greater than the maximum strength specified.
- 3. In the event any of the conditions listed above are not met, the mix proportions shall be corrected for the next concrete placing operation.
- 4. In the event that condition 2B is not met, additional tests in accordance with Article 3.10, paragraph H shall be performed.
- 5. When a ratio between 7-day and 28-day strengths has been established by these tests, the 7-day strengths shall subsequently be taken as a preliminary indication of the 28-day strengths. Should the 7-day test strength from any sampling be more than 10% below the established minimum strength, the Contractor shall:
 - a. Immediately provide additional periods of curing in the affected area from which the deficient test cylinders were taken.
 - b. Maintain or add temporary structural support as required.
 - Correct the mix for the next concrete placement operation, if required to remedy the situation.
- 6. All concrete which fails to meet the ACI requirements and these specifications is subject to removal and replacement at no additional cost to the Owner.

H. Additional Tests

- 1. In the event the 28-day test cylinders fail to meet the minimum strength requirements as outlined in Article 3.10, paragraph F, the Contractor shall have concrete core specimens obtained and tested from the affected area immediately.
 - a. Three cores shall be taken by the Owner's testing firm for each sample in which the strength requirements were not met.
 - b. The concrete in question will be considered acceptable if the average compressive strength of a minimum of three test core specimens taken from a given area equal or exceed 85% of the specified 28-day strength and if the lowest core strength is greater than 75% of the specified 28-day strength.
- 2. Concrete placed with compressive strengths greater than the maximum strength specified shall be removed and replaced or repaired as deemed necessary by the Engineer.

3.06 CARE AND REPAIR OF CONCRETE

A. The Contractor shall protect all concrete against injury or damage from excessive heat, lack of moisture, overstress, or any other cause until final acceptance by the Owner. Particular care shall be taken to prevent the drying of concrete and to avoid roughening or otherwise damaging the surface. Care shall be exercised to avoid jarring forms or placing any strain on the ends of projecting reinforcing bars. Any concrete found to be damaged, or which may have been originally defective, or which becomes defective at any time prior to the final acceptance of the completed work, or which departs from the established line or grade, or which, for any other reason, does not conform to the requirements of the Contract

- Documents, shall be satisfactorily repaired or removed and replaced with acceptable concrete at no additional cost to the Owner.
- B. Areas of honeycomb shall be chipped back to sound concrete and repaired as directed by the Engineer.
- C. Concrete formwork blowouts or unacceptable deviations in tolerances for formed surfaces due to improperly constructed or misaligned formwork shall be repaired as directed by the Engineer. Bulging or protruding areas, which result from slipping or deflecting forms shall be ground flush or chipped out and redressed as directed by the Engineer.
- D. Areas of concrete in which cracking, spalling, or other signs of deterioration develop prior to final acceptance shall be removed and replaced, or repaired as directed by the Engineer. This stipulation includes concrete that has experienced cracking due to drying or thermal shrinkage of the concrete. Structural cracks shall be repaired using an epoxy injection system approved by the Engineer. Non-structural cracks shall be repaired using a hydrophilic resin pressure injected grout system approved by the Engineer, unless other means of repair are deemed necessary and approved by the Engineer. Extensive repair or replacement will be considered for concrete placed having compressive strengths greater than maximum strength specified. All repair work shall be performed at no additional cost to the Owner.

END OF SECTION

PART 1 - GENERAL

1.01 THE REQUIREMENT

A. Furnish all materials, labor, and equipment required to provide all grout used in concrete work in accordance with the Contract Documents.

1.02 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Without limiting the generality of the other requirements of the specifications, all work herein shall conform to the applicable requirements of the following documents. All referenced specifications, codes, and standards refer to the most current issue available at the time of Bid.

1.	CRD-C 621	Corps of Engineers Specification for Non-shrink Grout
2.	ASTM C 109	Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2 inch or 50 mm cube Specimens)
3.	ASTM C 531	Standard Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts and Monolithic Surfacings
4.	ASTM C 579	Test Method for Compressive Strength of Chemical-Resistant Mortars and Monolithic Surfacings
5.	ASTM C 827	Standard Test Method for Early Volume Change of Cementitious Mixtures
6.	ASTM C 144	Standard Specification for Aggregate for Masonry Mortar
7.	ASTM C 1107	Standard Specification for Packaged Dry, Hydraulic Cement Grout (Nonshrink)

1.03 SUBMITTALS

- A. Submit the following in accordance with Section 01300 Submittals.
 - 1. Certified test results verifying the compressive strength and shrinkage and expansion requirements specified herein.
 - 2. Manufacturer's literature containing instructions and recommendations on the mixing, handling, placement and appropriate uses for each type of grout used in the work.

1.04 QUALITY ASSURANCE

- A. Field Tests (required for pump station and storage tank projects)
 - Compression test specimens will be taken during construction from the first placement of each type of grout and at intervals thereafter as selected by the Engineer to insure continued compliance with these Specifications. The specimens will be made by the Contractor and observed by Engineer.

- a. Compression tests and fabrication of specimens for cement grout and non-shrink grout will be performed as specified in ASTM C 109 at intervals during construction as selected by the Engineer. A set of three specimens will be made for testing at seven days, 28 days and any additional time period as appropriate.
- b. Compression tests and fabrication of specimens for epoxy grout will be performed as specified in ASTM C 579, Method B, at intervals during construction as selected by the Engineer. A set of three specimens will be made for testing at seven days and any other time period as appropriate.
- 2. The cost of all laboratory tests on grout will be borne by the Owner, but the Contractor shall assist the Engineer in obtaining specimens for testing. The Contractor shall be charged for the cost of any additional tests and investigation on work performed which does not meet the specifications. The Contractor shall supply all materials necessary for fabricating the test specimens, at no additional cost to the Owner.
- 3. All grout, already placed, which fails to meet the requirements of these Specifications, is subject to removal and replacement at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Non-Shrink Cement Grout (Applicable for projects with Gravity Sewers and Force Mains)
 - Non-shrink grout shall conform to CRD-C 621 and ASTM C 1107, Grade B or C when tested at a max. fluid consistency of 30 seconds per CDC 611/ASTM C939 at temperature extremes of 45°F and 90°F and an extended working time of 15 minutes. Grout shall be non-metallic, non-stain, and non-shrink and color similar to concrete. Grout shall have a min. 28-day strength of 7,000 psi. Non-shrink grout shall be, "Euco N-S" by the Euclid Chemical Company, "Sikagrout 212" by Sika Corporation, Conspec 100 Non-Shrink Non-Metallic Grout by Conspec, Masterflow 555 Grout by BASF Construction Chemicals.
- B. Epoxy Grout (Applicable for projects with Structures)
 - Epoxy grout shall be "Sikadur 32 Hi-Mod" by Sika Corporation, "Duralcrete LV" by Tamms Industries, or "Euco #452 Series" by Euclid Chemical, Concresive 1090 by BASF Construction Chemicals.
 - 2. Epoxy grout shall be modified as required for each particular application with aggregate per manufacturer's instructions.
 - C. Epoxy Base Plate Grout (Applicable for projects with Structures)
 - 1. Epoxy base plate grout shall be Sikadur 42, Grout-Pak by Sika Corporation, or Masterflow MP by BASF Construction Chemicals.

PART 3 - EXECUTION

3.01 GENERAL

A. Concrete surfaces shall be cleaned of all dirt, grease and oil-like films. Additionally, concrete surfaces shall be free of debris, including chipping or roughening the surface if a laitance or poor concrete is evident. The finish of the grout surface shall match that of the adjacent concrete.

- B. All mixing, surface preparation, handling, placing, consolidation, and other means of execution for prepackaged grouts shall be done according to the instructions and recommendations of the manufacturer.
- C. The Contractor, through the manufacturer of a non-shrink grout and epoxy grout, shall provide on-site technical assistance upon request, at no additional cost to the Owner.

3.02 CONSISTENCY

A. The consistency of grouts shall such that it is able to completely fill the space to be grouted. Dry pack consistency is such that the grout is plastic and moldable but will not flow.

3.03 MEASUREMENT OF INGREDIENTS

- A. Measurements for cement grout shall be made accurately by volume using containers. Shovel measurement shall not be allowed.
- B. Prepackaged grouts shall have ingredients measured by means recommended by the manufacturer.

3.04 GROUT INSTALLATION

A. Grout shall be placed quickly and continuously, shall completely fill the space to be grouted and be thoroughly compacted and free of air pockets. The grout may be poured in place, pressure grouted by gravity, or pumped. The use of pneumatic pressure or dry-packed grouting requires approval of the Engineer. For grouting beneath base plates, grout shall be poured form one side only and thence flow across to the open side to avoid air-entrapment.

END OF SECTION

APPENDICE A

END OF SECTION



DOUG BURTON, P.E. DIRECTOR ENGINEERING

September 22, 2017

Users of Lexington - Fayette Urban County Engineering Standard Drawings

Re: Standard Drawings 2017

Attached is the latest edition of the LFUCG Standard Drawings for construction of storm, sanitary sewers, streets and roads in Lexington – Fayette County. These drawings supersede any and all Standard Drawings previously issued by the Division of Engineering.

These drawings become effective as of September 22, 2017 and any projects dedicated to public use after the above date must comply with or contain references to these Standard Drawings or revisions thereof where applicable.

Questions or comments should be directed to:

Urban County Engineer Division of Engineering Fourth Floor 101 E. Vine Street Lexington, KY 40507 859-258-3410

Sincerely,

W. Douglas Burton, P.E. Urban County Engineer

WDB;MHF





Drawing No.	Drawing Title
Manholes-Sto	orm Drainage:
100	Storm Sewer Manhole Type "A" - Circular Walls
101	Storm Sewer Manhole Type "B" - Non-Circular Walls
102	Storm Sewer Manhole Details
103	Manhole Frames, Covers and Steps
104	Storm Sewer Manhole Circular Slabs 4'-0" and 5'-0" Diameter
105	Storm Sewer Manhole Circular Slabs 6'-0" Diameter
106	Storm Sewer Manhole Circular Slabs 7'-0" Diameter
107	Storm Sewer Manhole Circular Slabs 8'-0" Diameter
108	Reinforcement Detail 5' Non-Circular M.H. Less Than 10' Depth, 8" Walls, 10" Slab
109	Reinforcement Detail 5' Non-Circular M.H. 7'-6" to 20' Depth, 8" Walls, 12" Slab
110	Reinforcement Detail 6' Non-Circular M.H. Less Than 10' Depth, 8" Walls, 10" Slab
111	Reinforcement Detail 6' Non-Circular M.H. 8' to 15' Depth, 8" Walls, 12" Slab
112	Reinforcement Detail 6' Non-Circular M.H. 15' to 20' Depth, 10" Walls, 12" Slab
113	Reinforcement Detail 7' Non-Circular M.H. Less Than 10' Depth, 8" Walls, 10" Slab
114	Reinforcement Detail 7' Non-Circular M.H. 8' to 10' Depth, 8" Walls, 12" Slab
115	Reinforcement Detail 7' Non-Circular M.H. 10' to 20' Depth, 10" Walls, 12" Slab
116-119	(Future)
Surface Inlets	& Catch Basins:
120	Surface Inlet Type "A"
121	Surface Inlet Type "B"
122-1	Curb Box Inlet Type "A" 4' x 4' Box 15" - 18" Pipes
122-2	Curb Box Inlet Type "A" 4' x 4' Box 15" - 18" Pipes
123-1	Curb Box Inlet Type "B" 5' x 5' Box 15" - 24" Pipes
123-2	Curb Box Inlet Type "B" 5' x 5' Box 15" - 24" Pipes
124-1	Curb Box Inlet Type "C" 4' x 3' Box Single Pipe 15" or Less
124-2	Curb Box Inlet Type "C" 4' x 3' Box Single Pipe 15" or Less
125	Curb Box Inlet Type "D"
126	Spring Box Inlet Type "A"
127	Spring Box Inlet Type "B"



Drawing No.	Drawing Title
128	Security Devices for Frames and Grates
129	(Future)
Channels & D	itches:
130-1	Aggregate Channel Lining
130-2	Aggregate Channel Lining
131	Mattress Channel Lining
132	Paved Ditch
133-139	(Future)
Roadway Drai	nage:
140-149	(Future)
Headwalls:	
150	Straight Headwalls
151	ELL Headwalls
152	U-Type Headwalls
153	Pipe Culvert Headwalls 0° Skew 15" - 27" Circular Pipe
154-1	Pipe Culvert Headwalls 0° Skew 30" - 108" Pipe
154-2	Dimensions and Quantities 30" - 108" Headwalls Circular Pipe 0° Skew
154-3	Bill of Reinforcement 30" - 90" Diameter Circular Pipe Headwalls 0° Skew
154-4	Bill of Reinforcement 96" - 108" Diameter Circular Pipe Headwalls 0° Skew
158	18" - 24" Double & Triple Pipe Culvert Headwalls at 0° Skew
159-1	Double and Triple Pipe Culvert Headwalls 0° Skew
159-2	Dimensions and Quantities 30" - 48" Double and Triple Headwalls - Circular Pipe 0° Skew
159-3	Bill of Reinforcement 30" - 48" Double and Triple Headwalls - Circular Pipe 0° Skew
162	Sloped and Flared Box Inlet - Outlet 18" - 24" - 30" - 36" All Skews
163	Grates for Sloped and Flared Box Inlet - Outlet
164	Impact Stilling Basin 15" - 24" Pipes
165	Impact Stilling Basin 27" - 48" Pipes
166-169	(Future)
Silt & Erosion	Control:
	See Chapter 11 of LFUCG Stormwater Manual for Approved Design Details



Drawing No.	Drawing Title
Retaining Str	uctures:
180	Retaining Wall Gravity Type
181-189	(Future)
Trenching:	
200	Trenching, Laying, Backfilling and Bedding Outside R/W Limits
201-1	Trenching, Laying, Backfilling and Bedding Under Street Pavement
201-2	Trenching, Laying, Backfilling and Bedding Under Street Pavement Using Flowable Fill
201-3	Utility Trench Restoration Beneath Existing Paved Roads (Section View)
201-4	Utility Trench Restoration Beneath Existing Paved Roads (Plan View)
204	Sanitary Sewer Pipe: Types and Maximum Allowable Fill Heights
206-209	(Future)
Manholes-Sar	itary:
210	Typical Precast Concrete Shallow Manhole Pipes 24" and Larger
211	Typical Standard Precast Concrete Manhole Pipes Up To 24"
212	Typical Precast Concrete Drop Manhole Pipes Up To 36"
213	Standard Manhole Junction and Water Stop Details
214	Sewer Manhole Adjustment Grade Rings
216	Manhole Size Standards and General Notes for Deep Manholes
217	Deflection Angle Criteria for Sanitary Manholes
220	Standard Circular Manhole Frame and Cover
222	Standard Watertight Manhole Frame and Cover
223-229	(Future)
Connections:	
230	House Lateral for Greater than 6' Deep Sewer in Soil and Rock Excavation
231	House Lateral for Greater than 6' Deep Sewer in Soil
232	House Lateral for Shallow Sewer in Soil or Rock
233	Lateral Cleanout in Non-Paved Areas and Yards
234	Right-Of-Way Easement Lateral Cleanout in Non-Paved Areas and Yards
240	Sanitary Sewer Stream Crossing and Stream Bed Restoration Detail
250	Grease Interceptor Typical Configuration



Drawing No.	Drawing Title
260	Sewer Connection to Existing Concrete Manhole
261-269	(Future)
Streets & Roa	ds:
300	Typical Street Sections
301	Curb and Gutter
302	Integral Curb, Header Curb, Monolithic Curb and Sidewalk
303	Sidewalk Construction Specifications
304	Sidewalk Ramp Type 1
305	(Future)
306	(Future)
307-1	Residential Entrance Details
307-2	Commercial Entrance Details
308	Chain Link Fence 3' - 6'
309	Chain Link Fence 8' - 12'
310	Chain Link Gate
311	Plank Fence
312	Woven Wire Right-of-Way Fence Type 1
313	Woven Wire Right-of-Way Fence Type 2
314	Woven Wire Gates
315	Concrete Steps
316	Top Rail for Retaining Walls Handrail for Steps
317	County Road Typical Shoulder Sections (Minimum Requirements)
318	Edge Key
319	Typical Edge Key for Minimum Overlays, Short Projects, Low Speed
320-1	Perforated Pipe Subgrade Drainage Along Roadway
320-2	Perforated Pipe Subgrade Drainage For Raised Non-Paved Medians
321	Perforated Pipe for Subgrade Drainage
322	Perforated Pipe Underdrains
323	Public Improvement Sign
324-330	(Future)

IABLE I OF MINIMUM PARTIAL ANGLE

					MANHOLE	LE SIZE			200	
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5. MANHOLE BENCH SHALL SLOPE AT LEAST 1" PER FT. FROM WALLS TO CHANNELS AND SHALL HAVE SMOOTH FLOAT AND BRUSH FINISH,

4, BOTTOM SLAB OF MANHOLES SHALL
BE SPECIALLY DESIGNED WITH REGARD
TO AREA, THICKNESS, AND REINFORCING
IN SITUATIONS WHERE HIGH WATER TABLE
OR UNSTABLE SOIL CONDITIONS EXIST,

3, IN CASES WHERE DEFLECTION ANGLES EXCEED MAXIMUM SHOWN IN TABLES, MANHOLE SHALL BE INCREASED IN SIZE OR SPECIALLY DESIGNED.

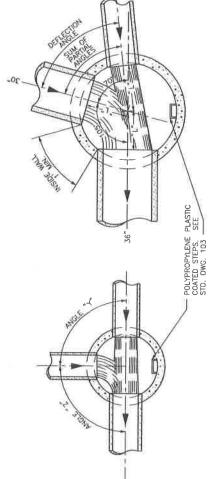
1, ALL DIMENSIONS ARE BASED ON SIZE OF LARGEST PIPE IN MANHOLE.

2. MANHOLES FOR PIPE LARGER THAN 60"
SHALL BE SPECIALLY DESIGNED.

GENERAL NOTES:

6. ELEVATIONS OF PIPES IN MANHOLES SHALL BE SUCH THAT THE TOP OF ALL INFLUENT PIPES WILL BE AT AN ELEVATION EQUAL TO OR GREATER THAN THE TOP OF THE EFFLUENT PIPE.

7. INFLUENT PIPES MAY ENTER MANHOLES AT AN ELEVATION ABOVE THE CHANNELS AS REQUIRED TO AVOID CONFLICT WITH LARGER PIPES IN THE MANHOLE.



100

TYPE "A" MANHOLE — CIRCULAR WALLS CAST—IN—PLACE OR PRECAST CONCRETE

NOTES

- 1. PRECAST CONCRETE MANHOLE BARREL SHALL BE ASTM C-478, CLASS II PIPE TO 12' DEPTH AND C-76 CLASS III GREATER THAN 12' DEPTH,
- 2. BASE SECTION OF CIRCULAR MANHOLES MAY BE CAST—IN—PLACE CONCRETE, OR CUSTOM PRECAST CONCRETE WITH OPENINGS FOR PIPE.
 - 3. BASE SECTIONS MAY BE SIMILAR TO SANITARY SEWER MANHOLE.
- 4. PROVIDE STEPS WITHIN 18" OF BENCH.

CIRCULAR MANHOLE NOTES:

- 1. THE ANGLE BETWEEN ANY TWO PIPES (e.g. ANGLE "Y" OR "Z") MUST BE GREATER THAN THE SUM OF THE PARTIAL ANGLES ERROM TABLE I FOR THE MANHOLE SYZE SELECTED. FOR SMALLER ANGLES BETWEEN PIPES, LARGE MANHOLES MUST BE SELECTED. (SEE EXAMPLE BELOW)
- 2. THE MAXIMUM DEFLECTION ANGLE BETWEEN ANY INCOMING PIPE AND THE DISCHARGE PIPE SHALL BE NO MORE THAN 90" FOR PIPES UP TO 24" IN DAMFIER. THE MAXIMUM DEFLECTION ANGLE FOR 27" TO 42" PIPES SHALL BE 75" AND FOR PIPES LARGER THAN 42" THE MAXIMUM DEFLECTION ANGLE SHALL BE 60".

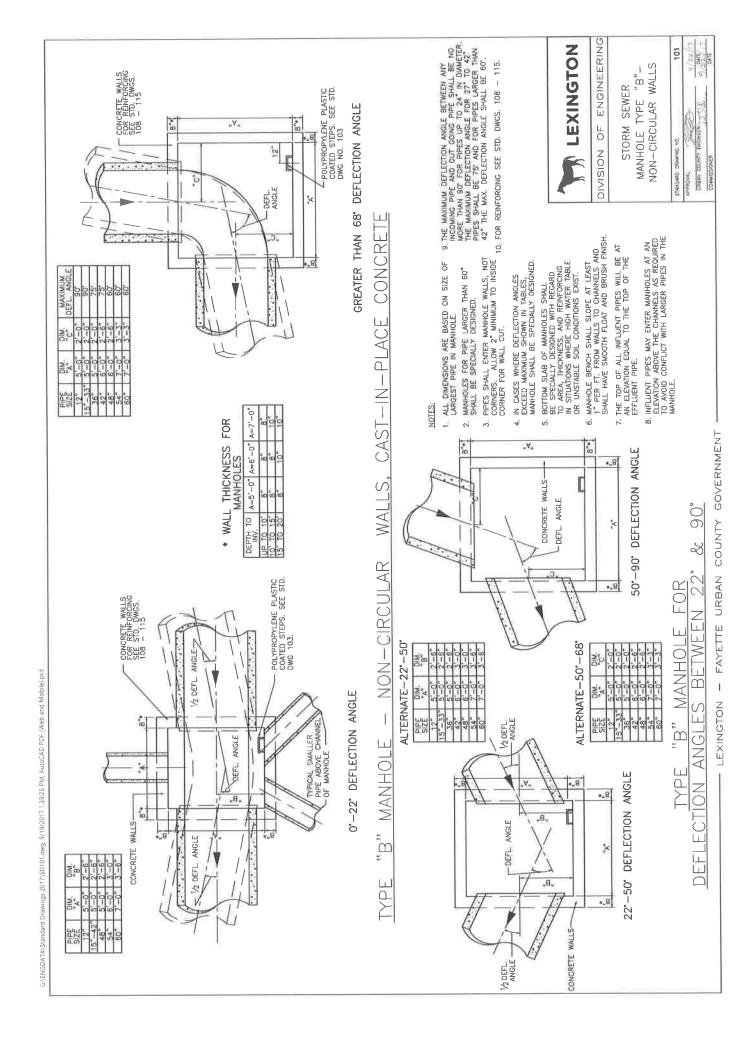
EXAMPLE FOR MANHOLE SIZE SELECTION:

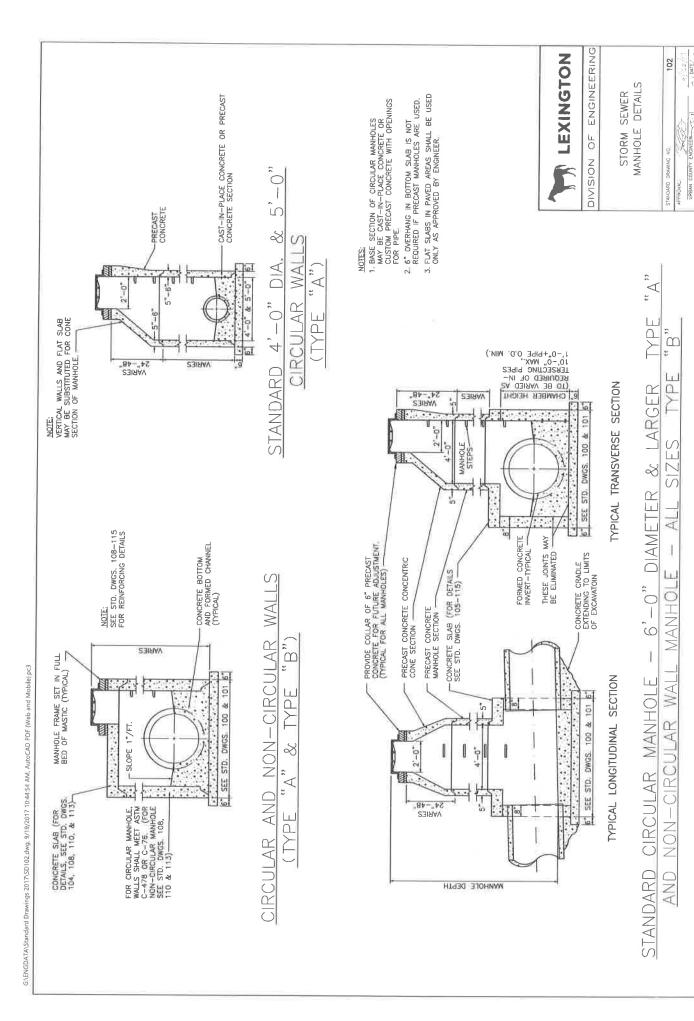
FOR MANHOLE SHOWN ABOVE, THE ANGLE BETWEEN 18" AND 30" PIPE IS 70° AND THE ANGLE BETWEEN 30" AND 36" PIPE IS 110°. THE TABLE INDICATES THAT FOR A 6"-0" DIAMETER MANHOLE THE MINIMUM PARTIAL ANGLE FOR AN 18" PIPE IS 28" AND FOR A 30" PIPE IS 40". THE SUM OF THE PARTIAL ANGLES IS 68" THIS SUM IS LESS THAN THE 70°, THEREFORE, A 6"-0" MANHOLE DIAMETER IS ACCEPTABLE.

LEXINGTON

DIVISION OF ENGINEERING

STORM SEWER MANHOLE TYPE "A"-CIRCULAR WALLS LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT





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DIVISION OF ENGINEERING

6. FOR CAST-IN-PLACE OR PRECAST CIRCULAR AND NON-CIRCULAR MANHOLES.

STFPS

MANHOLF

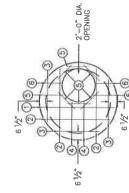
7. FIRST STEP SHALL BE 12" — 18" FROM TOP OF PRECAST CONE SECTION, AND SHALL BE VERTICALLY LOCATED TO MAXIMIZE THE DISTANCE OF ANY STEP FROM THE JOINT OF

A MANHOLE SECTION.

103

STANDARD DRAWING NO.

MANHOLE FRAMES, COVERS, & STEPS



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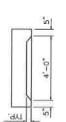
NOTES:

1. FOR PIPE SIZES 21" TO 33".

SHALLOW MANHOLES

5'-0" DIA

- 9" O.C. SPACING EACH WAY. 7
- 8" THICK SLAB. 3
- 6'-0" 0.D. 4.
- 2" MIN. STEEL REINFORCEMENT COVER ALL FACES. 5.
 - CIRCULAR REBAR MAY BE USED, OR MARK 6 BARS AS SHOWN. 6



2" MIN. STEEL REINFORCEMENT COVER ALL FACES.

9" O.C. SPACING EACH WAY.

8" THICK SLAB. 4'-10" 0.D.

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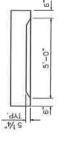
1. FOR PIPE SIZES 15" TO 24".

SHALLOW MANHOLES 4'-0" DIA.

NOTES:

CIRCULAR REBAR MAY BE USED, OR MARK 5 BARS AS SHOWN.







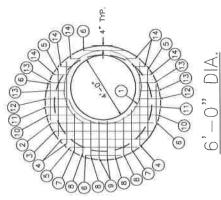
SLAB OUTER DIAMETER TO VARY WITH MANHOLE WALL THICKNESS, TO COMPLETELY COVER MANHOLE WALLS. NOTE:



DIVISION OF ENGINEERING

MANHOLE CIRCULAR SLABS 4'-0" & 5'-0" DIAMETER STORM SEWER

104 URBAN COUNTY ENGINEER STANDAND DRAWING HID

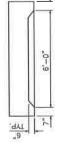


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SHALLOW MANHOLES



6" O.C. SPACING EACH WAY. 12" THICK SLAB.

7

1. FOR PIPE SIZES 15" TO 48".

NOTES:

STANDARD MANHOLES

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SIDE	
,	H

2" MIN. STEEL REINFORCEMENT COVER ALL FACES.

7'-2" O.D.

4.

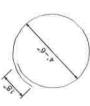
5.

SIDE VIEW

NOTES:

- 1. FOR PIPE SIZES 15" TO 36".
- 9" O.C. SPACING EACH WAY. 7
- 8" THICK SLAB. M.
- 7'-2" 0.D. 4.
- 2" MIN. STEEL REINFORCEMENT COVER ALL FACES.

BAR BENDS SPECIAL





TYPE A



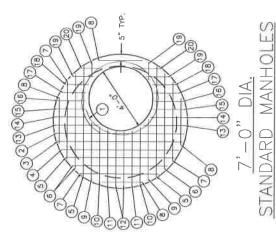
SLAB OUTER DIAMETER TO VARY WITH MANHOLE WALL THICKNESS, TO COMPLETELY COVER MANHOLE WALLS. NOTE:



DIVISION OF ENGINEERING MANHOLE CIRCULAR SLABS 6'-0" DIAMETER STORM SEWER

105 URBAN COUNTY ENGINEER





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NOTES:

- 1. FOR PIPE SIZES 15" TO 36".
- 9" O.C. SPACING EACH WAY. 2
- 3. 10" THICK SLAB.
 - 4. 8'-4" 0.D.
- 2" MIN. STEEL REINFORCEMENT COVER ALL FACES. 5.



ထ SIDE VIEW

2" MIN. STEEL REINFORCEMENT COVER ALL FACES.

8'-4" 0.D.

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100

SIDE VIEW

6" O.C. SPACING EACH WAY. 12" THICK SLAB.

2

1. FOR PIPE SIZES 15" TO 60".

NOTES:

SPECIAL BAR BENDS





DIVISION OF ENGINEERING STORM SEWER MANHOLE CIRCULAR SLABS 7'-0" DIAMETER

106	2. 47	S S DATE
STANDARD DRAWING NO.	APPROVALI	URBAN COUNTY ENGINEER

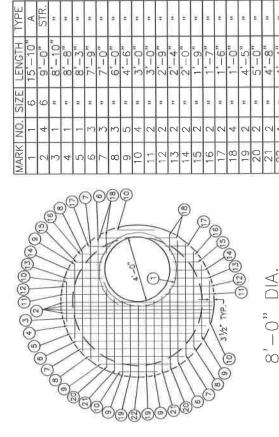
DATE

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

TYPE A

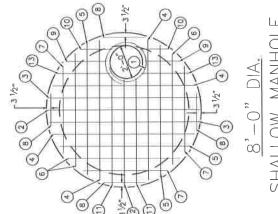
TYPE A



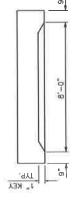


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SHALLOW MANHOLE



2" MIN. STEEL REINFORCEMENT COVER ALL FACES.

9'-6" 0.D.

M. 4. Ġ

6" O.C. SPACING EACH WAY. 12" THICK SLAB.

Z,

1. FOR PIPE SIZES 15" TO 60".

NOTES:

STANDARD MANHOLE

NOTES:	1. FOR PIPE SIZES 15" TO 60".	2. 9" O.C. SPACING EACH WAY.

- 3. 10" THICK SLAB.
- - 9'-6" O.D. 4
- 2" MIN. STEEL REINFORCEMENT COVER ALL FACES.

SIDE VIEW

SPECIAL BAR BENDS

VIEW

SIDE

6

17.P.



TYPE A



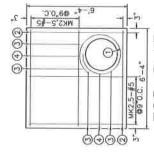
TYPE A

SLAB OUTER DIAMETER TO VARY WITH MANHOLE WALL THICKNESS, TO COMPLETELY COVER MANHOLE WALLS. NOTE:



DIVISION OF ENGINEERING STORM SEWER MANHOLE CIRCULAR SLABS

100 PM 107 8'-0" DIAMETER DAMEN COUNTY ZNEWED STANDARD DRAWING NO.



1	7		11	Ī	F	m	1
10		Θ -/1	7		-4"	SL	
				-#5	9 .0.	Ω	
				AK2,5	0.60	0	

1	MKS,#4@10"0.C.		.11	2
MK2.5-#5 #89.0.0	©		11" MK7,6-#4912"0.C.	7-4
Fa I-	WKS,#4@10"0.C.	1	1	,

	ř-0-1		12"O,C.	p-,∠	
191	Ĭ	11,	12"O,C.	@>#-	NKZ'E
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123	-				1
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	143				

VERT.

WK7,6-#4612"O.C.	11.	1-"5
1	Ħ	
	+	1
-60		1
		1
	1.7	1
	П	1
6		
9		1
400	П	1
	+	I

BOTTOM

SPECIAL

BENDS

BAR

TYPE	Ā	STR.		
LENGTH	9,-6	60	3'-8"	3'-4"
SIZE	9	2	2	S
NO.	-	12	4	2
MARK		2	3	4

TYPE A,

MK6,4-#4	*.a.	6
77.5	6,-4"	
	STR. INCH)/10)	

Ø12,0°C

(ROUNDED UP TO THE N MARK NO. SIZE LENGTH
5 * 4 6'-0" * 4 X (HEIGHT OF WALL WHOLE NUMBER)

151/2"

HORIZ. SECTION

-151/2"

151/2" I

- 1. PROVIDE 2" × 4" KEY FOR ALL CONSTRUCTION JOINTS WHEN MANHOLE IS CAST IN PLACE.
- 2. 2" MIN. STEEL REINFORCEMENT COVER ALL FACES.

MARK NO. SIZE LENGTH TYPE 7 16 4 7'-0" STR.

- INDICATED ON STD. DWG. 101, FOR MANHOLE STEPS AND OTHER DETAILS NOT SHOWN ON THIS SHEET, SEE STD. DWGS. 102 & 103. 3. THIS MANHOLE IS INTENDED FOR PIPE AS
- 4. DEPTHS INDICATED IN TITLE ARE MEASURED FROM SURFACE TO M.H. INVERT.

LEXINGTON

DIVISION OF ENGINEERING 5' NON-CIRCULAR M.H. REINFORCEMENT DETAIL LESS THAN 10' DEPTH,

108 URBAN COUNTY ENGINEER ELLEGAND DRAWING NO.

8" WALLS, 10" SLAB

336666633 FOP SLAB 9 9 9

TYPE	A	STR.	160	10	.00	24	140
LENGTH	ī	60,		1,-9"	1'-5"	1,-4"	0'-10"
SIZE	9	2	5	2	2	S	2
NO.	-	œ	4	4	4	ω	2
MARK	-	2	2	4	Ŋ	9	7

TYPE	A	STR.	14	300	260	- 24	16
LENGTH	15'-10"	6,-0,	2'-4"	1,-9"	1'-5"	1,-4"	0'-10"
SIZE	9	ည	2	2	2	2	S
NO.	-	œ	4	4	4	ω	0
MARK	-	2	2	4	Ŋ	9	7

X	STR.	14	10	.00	2	
15-10	60,	2'-4"	1,-9"	1'-5"	1,-4"	0'-10"
٥	2	5	2	5	2	2
	8	4	4	4	ω	2
-	2	2	4	Ŋ	9	7

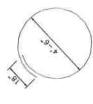
4'-0" OPENING

6.-4"

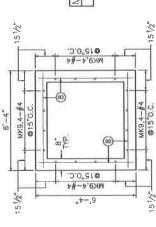
		0		
TYPE	STR.	(INCH)/1	NEXT	
NO. SIZE LENGTH	6,-0,,	X (HEIGHT OF WALL (II	(ROUNDED UP TO THE N	
SIZE	4	HT OF	UP T	WHOLE NUMBER)
NO.	*	HEIG	DED	2
MARK	œ	4 X ((ROUN	WHOLE
		*		

VARES, 3'-6" TO 18'

BENDS BAR SPECIAL



TYPE A



HORIZ.

- 1. PROVIDE 2" \times 4" KEY FOR ALL CONSTRUCTION JOINTS WHEN MANHOLE IS CAST IN PLACE.
- 2. 2" MIN. STEEL REINFORCEMENT COVER ALL FACES.

MARK NO.

11. WK10'8-#4@15.0'C 11.

(2)

3"- 11" MK10,6-#4012"0.5,11" - 3"

7.-4"

SECTION

VFRT.

11" MK10,8-#4@12"0.C.

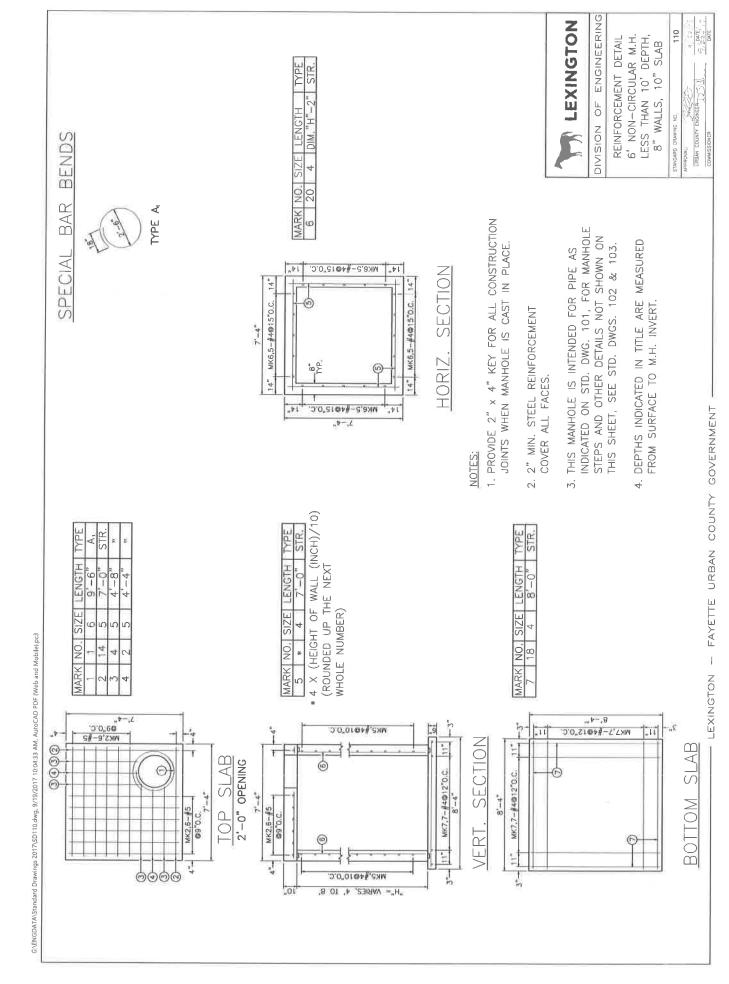
- INDICATED ON STD. DWG. 101, FOR MANHOLE STEPS AND OTHER DETAILS NOT SHOWN ON THIS SHEET, SEE STD. DWGS. 102 & 103. 3. THIS MANHOLE IS INTENDED FOR PIPE AS
- 4. DEPTHS INDICATED IN THE TITLE ARE MEASURED FROM SURFACE TO M.H. INVERT.

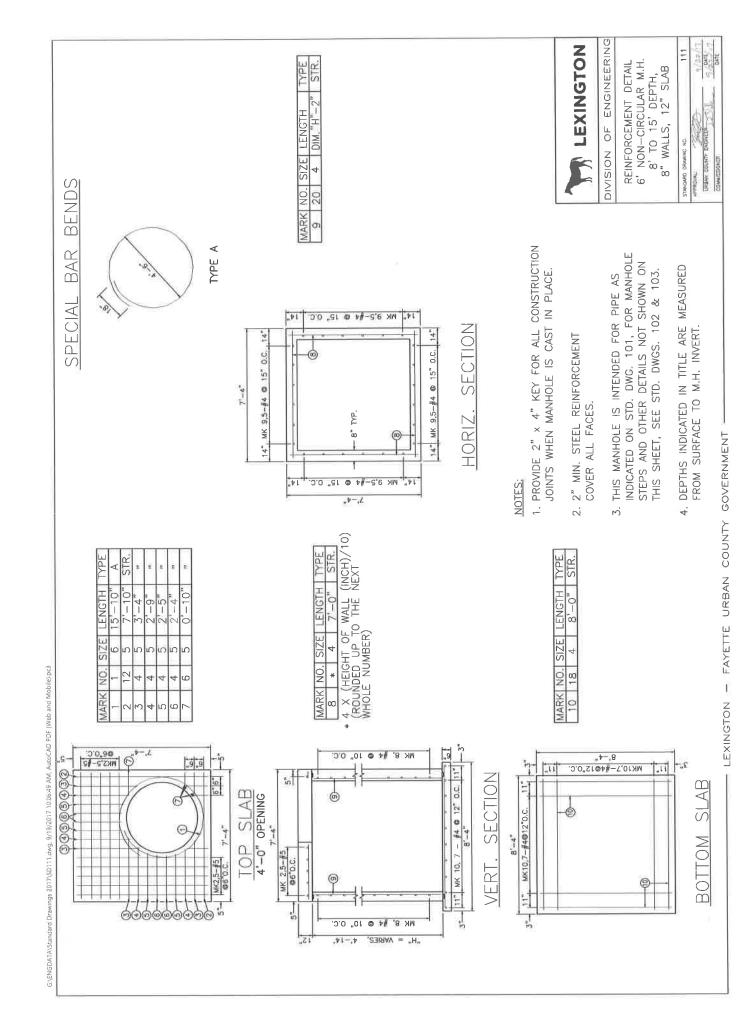
LEXINGTON

DIVISION OF ENGINEERING 5' NON-CIRCULAR M.H. 7'-6" TO 20' DEPTH, 8" WALLS, 12" SLAB REINFORCEMENT DETAIL

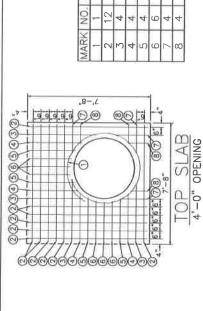


SLAB BOTTOM









TYPE	4	STR.	a	4	2		-46	4
LENGTH	15'-10"	7'-4"	3'-3"	2,-9"	2,-7"	2,-6"	1'-2"	0,-10"
SIZE	9	5	5	S	Ŋ	2	2	2
9	1	12	4	4	4	9	4	4
MARK	1	2	3	4	Ŋ	9	7	00

..01

7'-4"

10,

BENDS

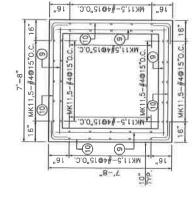
BAR

SPECIAL

O TYPE

TYPE A

TYPE	A	STR.	q	a	2		-66	
LENGTH	15'-10"	7'-4"	3'-3"	2,-9"	2'-7"	2,-6"	1'-2"	0, 10%
SIZE	9	5	5	S	Ŋ	2	2	ĸ
NO.	-	12	4	4	4	9	4	A
MARK	-	2	3	4	Ŋ	9	7	α



*14 X (WALL HEIGHT (INCH)/10) *24 X (WALL HEIGHT (INCH)/12) (ROUNDED UP TO THE NEXT

0

₫

7 -8

MK10"#4@15"0.C

WK8'#2@10,0'C' = AVBIEZ' 2, 10 18,

WHOLE NUMBER)

SECTION

VERT

MK8,7-#5612"0.C.

8.-8

MK8,7-#5@12"0.C. 8"-8"

@ ·

MARK	NO.	SIZE	LENGTH	TYPE
11	40	4	DIM."H"-2"	STR.

HORIZ

NOTES:

- 1. PROVIDE 2" \times 4" KEY FOR ALL CONSTRUCTION JOINTS WHEN MANHOLE IS CAST IN PLACE.
- 2" MIN. STEEL REINFORCEMENT COVER ALL FACES. 2
- INDICATED ON STD. DWG. 101, FOR MANHOLE STEPS AND OTHER DETAILS NOT SHOWN ON THIS SHEET, SEE STD. DWGS. 102 & 103. 3. THIS MANHOLE IS INTENDED FOR PIPE AS
- FROM SURFACE TO M.H. INVERT.



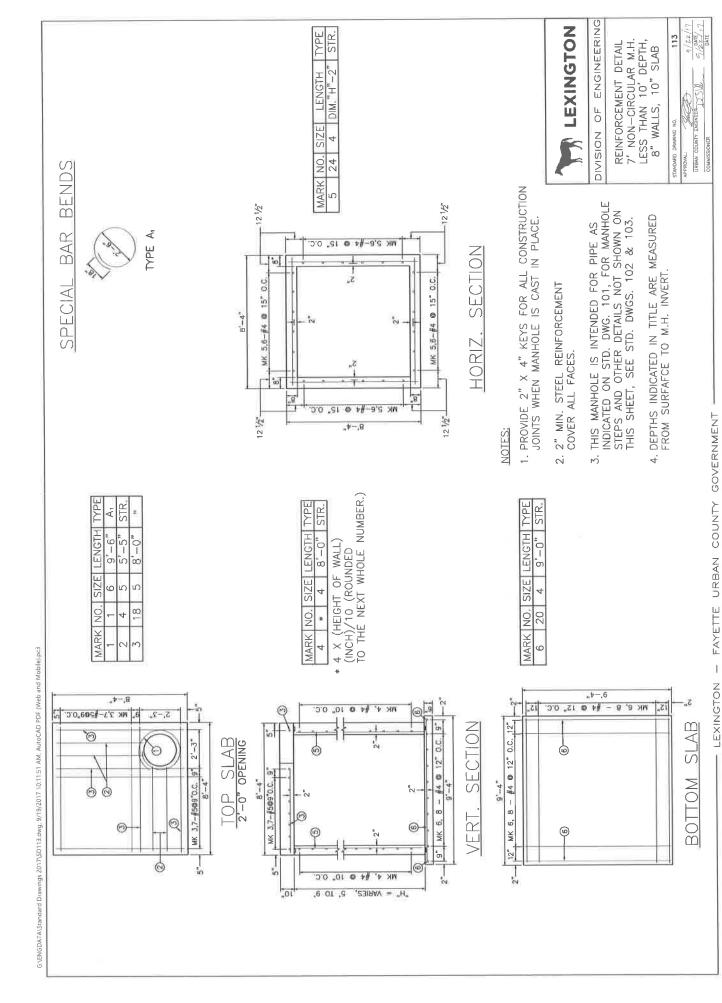
DIVISION OF ENGINEERING

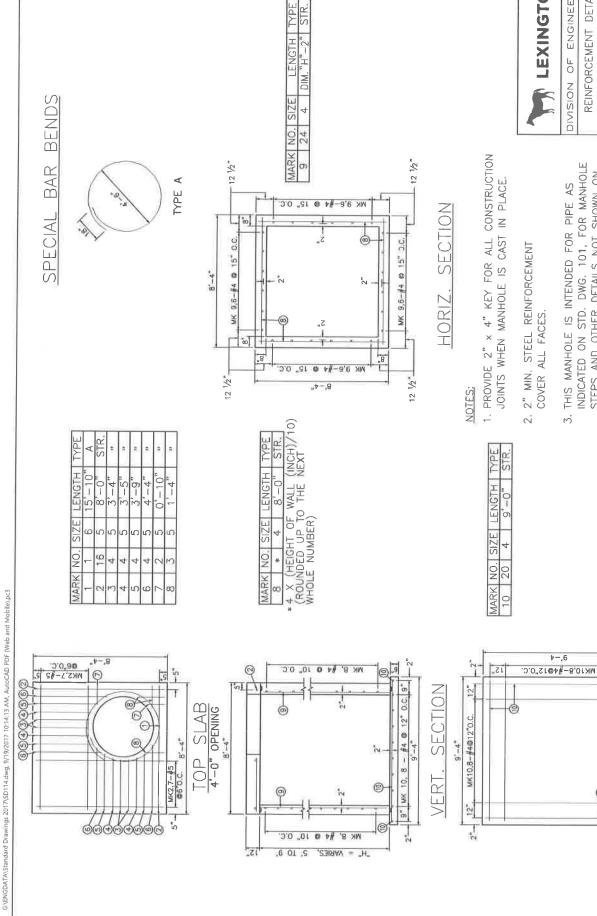
6' NON-CIRCULAR M.H. 15' TO 20' DEPTH, 10" WALLS, 12" SLAB REINFORCEMENT DETAIL

112	14	5,225,7
ON	小化法	TO STATE OF
DRAWING		d white
STANDARD DRAWING NO	APPROVA.	URBAN COUNT

8.-8" 8'-8" BOTTOM @

4. DEPTHS INDICATED IN TITLE ARE MEASURED





LEXINGTON

DIVISION OF ENGINEERING REINFORCEMENT DETAIL

STEPS AND OTHER DETAILS NOT SHOWN ON

THIS SHEET, SEE STD. DWGS. 102 & 103.

4. DEPTHS INDICATED IN TITLE ARE MEASURED

FROM SURFACE TO M.H. INVERT.

7' NON-CIRCULAR M.H. 8' TO 10' DEPTH, 8" WALLS, 12" SLAB

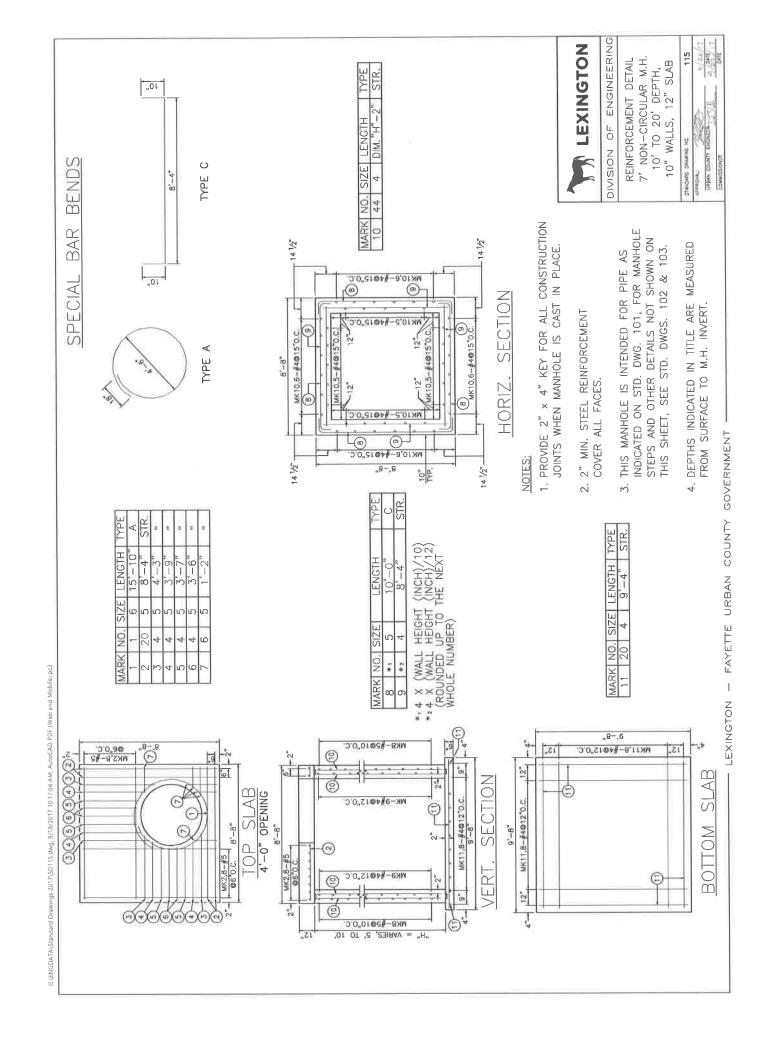
URBAN COUNTY ENGINEER

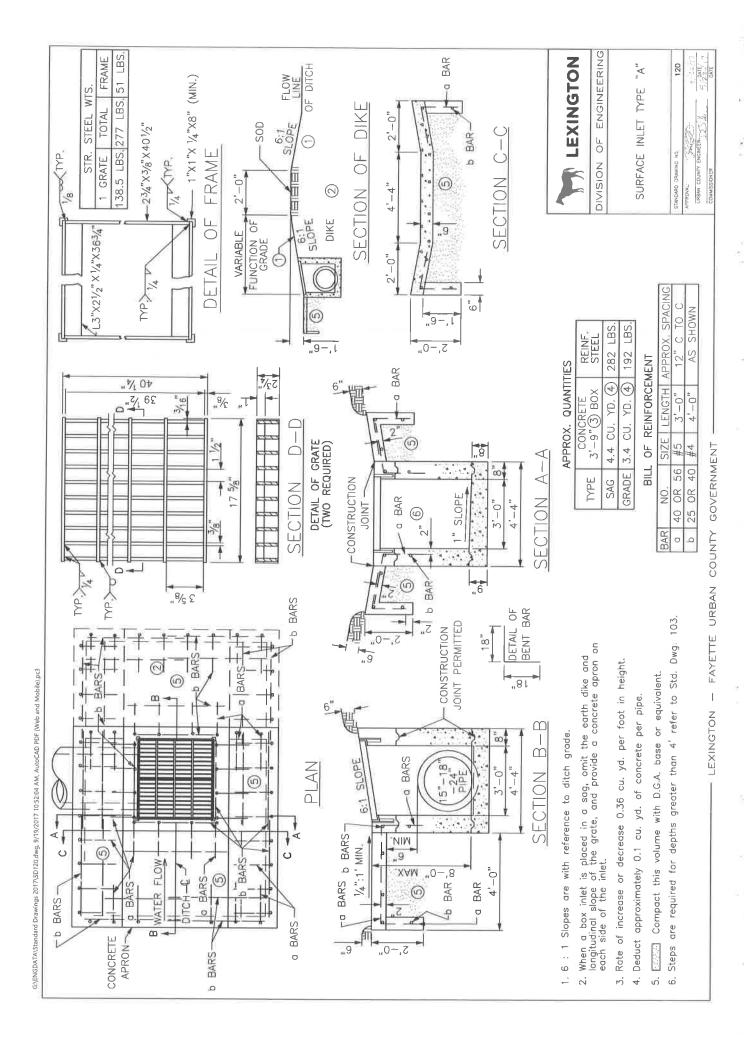
- LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

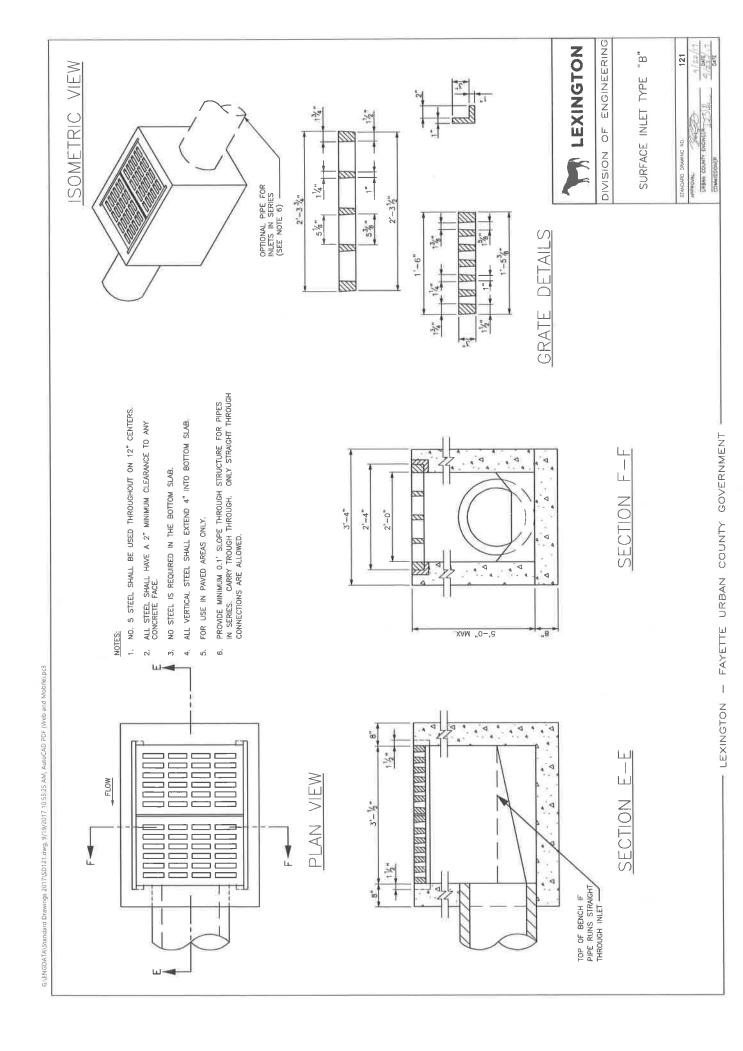
15,

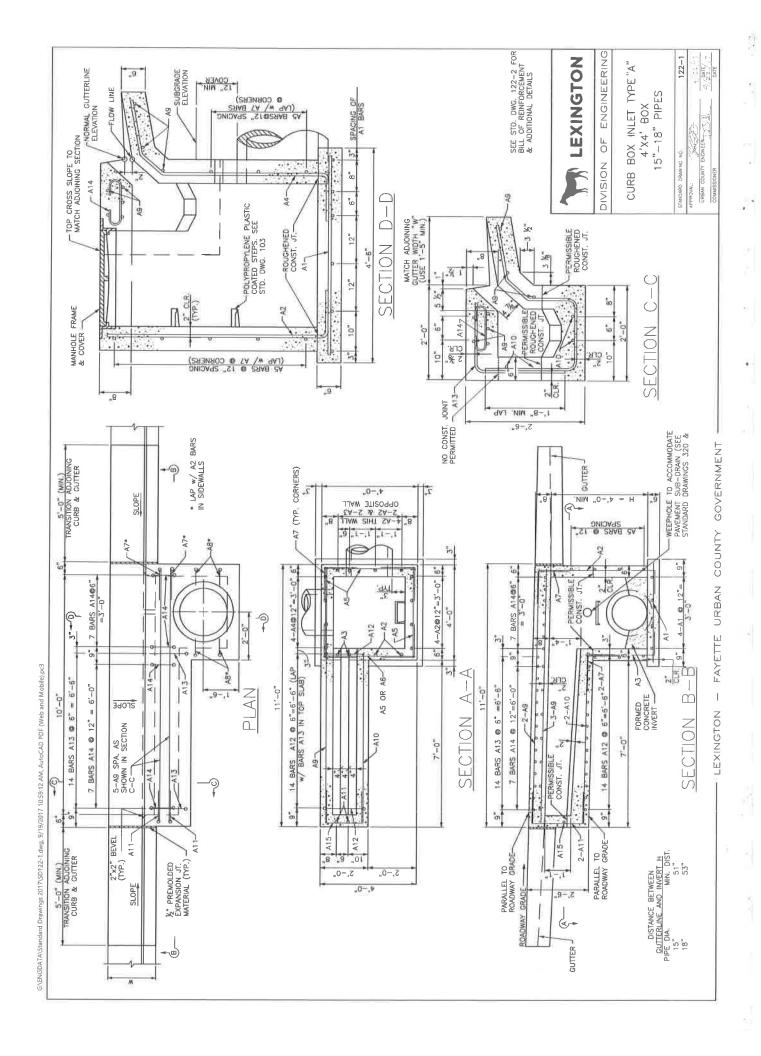
SLAB

BOTTOM





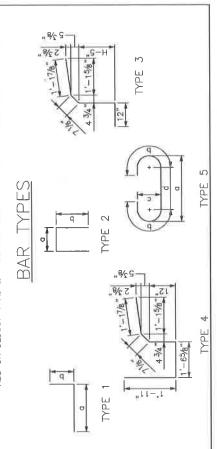




REINFORCEMENT 9

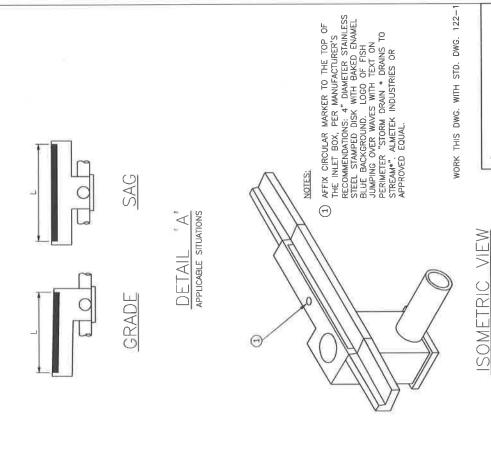
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The Control of the Co	LOCATION	FOOTING	CHAMBER WALLS	CHAMBER WALLS	CHAMBER FRONT WALL	CHAMBER WALLS	CHAMBER ABOVE THROAT	CORNERS	CHAMBER WALLS & TOP	TOP SLAB & APRON	THROAT	THROAT	THROAT & APRON	THROAT	TOP SLAB	END THROAT	NO. OF BARS REQUIRED FOR H=4'-0"
TH:	Z	2	-10")	4"	("4-	ω	2	∞	-	90	2	œ	1	2	11	2	S RE
LENGTH	Ŀ	4	H+(1'-10")	H-4"	H+(2'-4")	8	2	2	2	10	7	4	9	2	-	4	F BAR
٠.	N	10	0	2	4	15*	2	+61	4	00	4	2	14	14	14	-	NO. 0
32	ZIS	#2	#5	#2	#2	#2	9#	#3	#2	£	#15	#5	#2	£5#	#3	#2	*
30	M	STR	-	-	М	STR	STR	-	-	STR	STR	2	4	-	2	2	
ЗK	IAM	A1	A 2	A3	44	A5	УP	A7	A8	A9	A10	A11	A12	A13	A14	A15	

ADD OR DEDUCT 4-A5 & 4-A7 FOR EACH 1'-0" INCREASE OR DECREASE IN H.



NOTES:

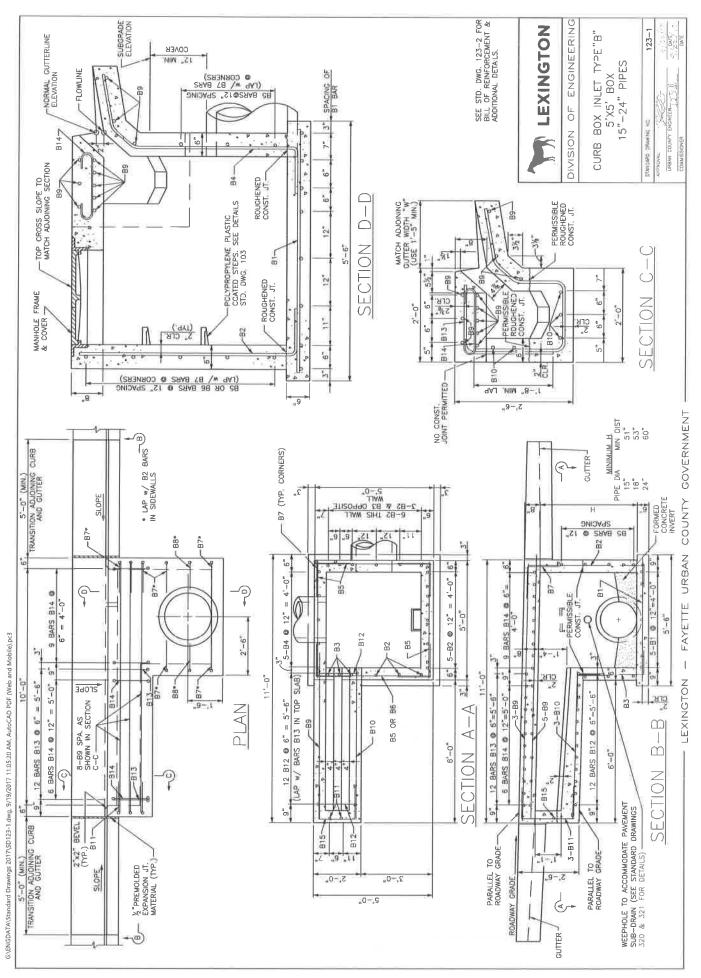
- 1. CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENCTH OF 3500 PSI. STEEL REINFORCEMENT SHALL BE ASTM A-615, GRADE 60. ALL EXPOSED EDGES SHALL BE BEVELED ¾ UNLESS OTHERWISE SHOWN.
- THIS DRAWING DEPICTS A CURB BOX INLET IN A GRADE SITUATION. FOR CURB BOX BOX IN SAG SITUATION, DETAILS SHALL BE MODIFIED AS INDICATED IN DETAIL "A". κi
- THE STANDARD OPENING LENGTH IS 10"-O" AS DETAILED HERE. THIS LENGTH MAY BE INCREASED OR DECREASED BASED ON PARAINSIS AND APPROVAL BY THE LEXINGTON-FAYETIE COUNTY. URBAN GOVERNMENT ENGINEER. MODIFICATION TO THE OPENING LENGTH WILL REQUIRE MODIFICATION OF LENGTH OF BARS A9 & A10 AND INCREASE OR DECREASE IN NUMBER OF BARS A12, A13 & A14 MAINTAINING THE SAME MAXIMUM SPACING SHOWN ON THIS DRAWING. 3
- 4. MAXIMUM "H" FOR APPLICATION OF THIS DRAWING SHALL BE 10 FEET.
- 5. FIELD BEND OR CUT BARS A2, A4, AND A5 AS NECESSARY WHERE PIPES PENETRATE CHAMBER WALLS.
- FOR CURB BOX INLET IN CURVE WITH CURB RADIUS OF LESS THAN 25', LONGITUDINAL BARS A9, A10 SHALL BE SHOP FABRICATED RADIALLY.



LEXINGTON

DIVISION OF ENGINEERING

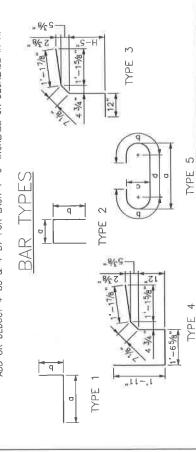
CURB BOX INLET TYPE "A" 4'X4' BOX 15'-18" PIPES 122-2 URBAN COUNTY ENGINEER STANDARD DRAWING NO.



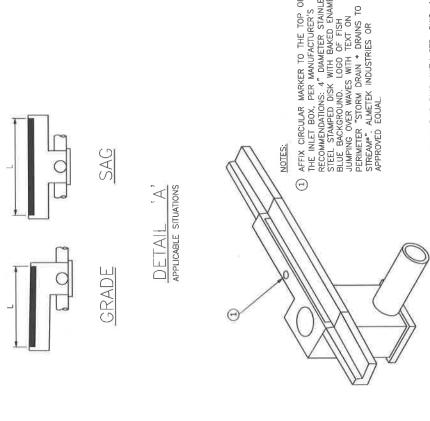
REINFORCEMENT 9

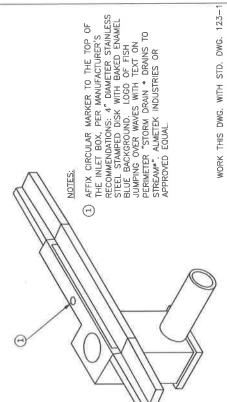
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TAOLE & CO.	LOCATION	FOOTING	CHAMBER WALLS	CHAMBER WALLS	CHAMBER FRONT WALL	CHAMBER WALLS	CHAMBER ABOVE THROAT	CORNERS	CHAMBER WALLS & TOP	TOP SLAB & APRON	THROAT	THROAT	THROAT & APRON	THROAT	TOP SLAB	END THROAT	NO. OF BARS REQUIRED FOR H=4'-0"
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LENGTH	Ë.	Ŋ	H+(1'-10")	H-4"	H+(2'-4")	4	М	2	2	10	9	4	9	2	2	4	F BAF
.C	N	13	14	75	ß	15*	2	25*	2	11	2	2	12	12	15	-	NO. 0
32	ZIS	#2	\$#	#2	#2	#2	£12	#2	#2	9₩	1€	#2	#2	#2	#2	#2	*
30	IVI	STR	-		m	STR	STR	-	-	STR	STR	2	4	-	ഹ	2	
ΉŁ	ΙΨΝ	B1	B2	B3	B4	B5	Be	87	88	B3	B10	B11	B12	B13	B14	815	

ADD OR DEDUCT 4-B5 & 4-B7 FOR EACH 1'-0" INCREASE OR DECREASE IN H.



- 1. CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3500 PSI. STEEL REINFORCEMENT SHALL BE ASTM A-615, GRADE 60. ALL EXPOSED EDGES SHALL BE BEVELED 3/4" UNLESS OTHERWISE SHOWN.
- THIS DRAWING DEPICTS A CURB BOX INLET IN A GRADE SITUATION. FOR CURB BOX IN SAG SITUATION, DETAILS SHALL BE MODIFIED AS INDICATED IN DETAIL A'.
- THE STANDARD OPENING LENGTH IS 10'-0" AS DETAILED HERE. THIS LENGTH MAY BE INCREASED OR DECREASED BASED ON HYDRAULIC ANALYSIS AND APPROVAL BY THE LEXINGTON-FAYTHE COUNTY URBAN GOYERNANT ENGINER. MODIFICATION TO THE OPENING LENGTH WILL REQUIRE MODIFICATION OF LENGTH OF BARS B9 & B10 AND INDREASE OR DECREASE IN NUMBER OF BARS B12, B13 & B14 MAINTAINING THE SAME MAXIMUM SPACING SHOWN ON THIS DRAWING.
- 4, MAXIMUM "H" FOR APPLICATION OF THIS DRAWING SHALL BE 10 FEET
- FIELD BEND OR CUT BARS B2, B4, AND B5 AS NECESSARY WHERE PIPES PENETRATE CHAMBER WALLS. Ś
- FOR CURB BOX INLET IN CURVE WITH CURB RADIUS OF LESS THAN 25', LONGITUDINAL BARS B9, B10 SHALL BE SHOP FABRICATED RADIALLY.
- 30" PIPE MAY BE APPROVED IF BOTH PIPES ARE INSTALLED ON THE SAME LINE.





123 - ...



ISOMETRIC VIEW

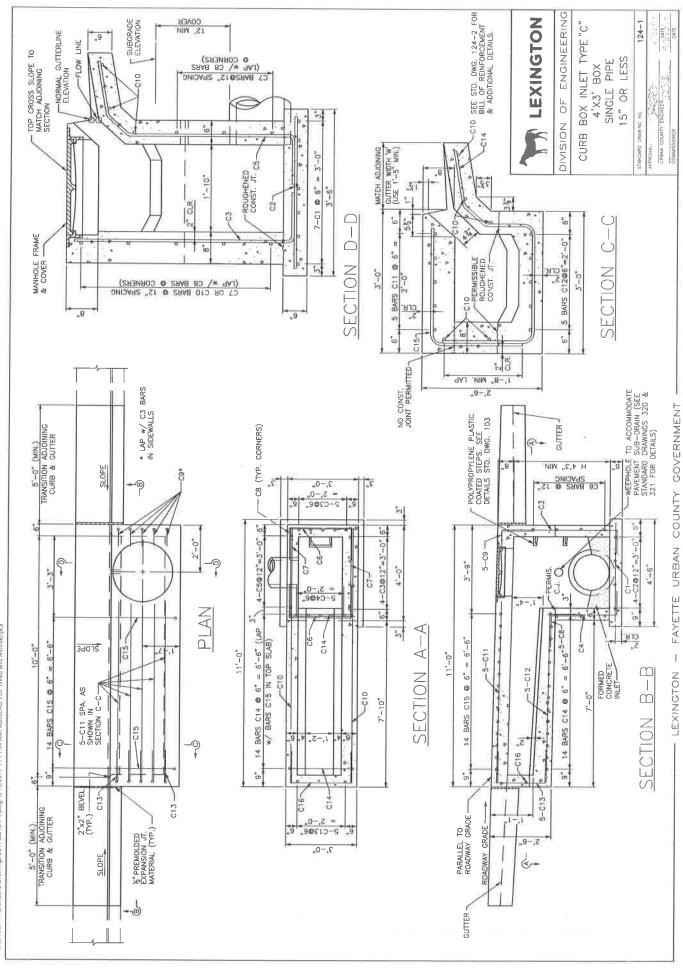
LEXINGTON

DIVISION OF ENGINEERING

CURB BOX INLET TYPE "B" 15"-24" PIPES 5'X5' BOX

123-2 GRBAN COUNTY ENGINEE STANDARD DRAWING NO.

27 0

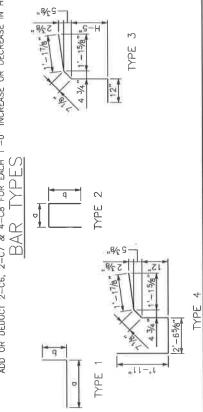


GNENGDATA\Standard Drawings 2017\SD124-1 dwg, 9/19/2017 11:11:14 AM, AutoCAD PDF (Web and Mobile) pc3

REINFORCEMENT 9 $\overline{\mathbf{m}}$

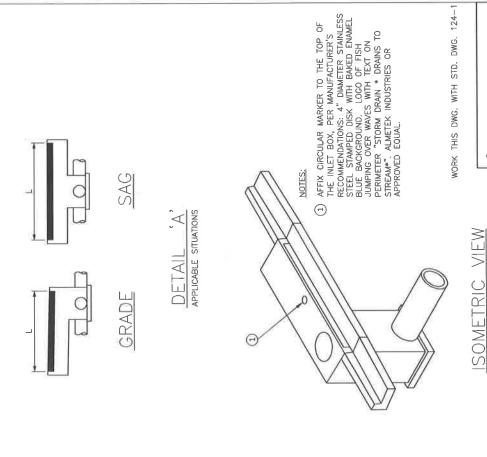
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O	Ŀ			-	-				-	-				2		-	2	
NOTAVOO	LOCALION	FOOTING	FOOTING	CHAMBER WALLS	CORNERS	CHAMBER WALLS & TOP	THROAT & APRON	TOP SLAB	THROAT	END THROAT	THROAT & APRON	THROAT	END THROAT	NO. OF BARS REQUIRED FOR H=4'-0"				
를 를	z	2	2	10")	**	(_+-	80	00	00	-	80	7	2	∞	-	c)	-	REGUI
LENGTH	Ë	4	2	H+(1'-10")	H-4"	H+(2'-4"	2	2	2	2	10	7	7	4	7	4	ß	BARS
.0	N	7	4	6	2	4	*/	*9	19*	ω	5	2	S	2	14	14	-	PF.
32	ZIS	#2	#2	#2	\$	#2	#2	#2	S#	#2	9#	Sile	#2	#2	#2	#2	#2	No.
30	V	STR	STR	-	-	М	STR	STR	-	,-	STR	STR	STR	2	4		2	
ж	AM	10	C2	C3	2	CS	90	C2	82	ව	C10	C11	C12	C13	C14	C15	C16	

ADD OR DEDUCT 2-C6, 2-C7 & 4-C8 FOR EACH 1'-0" INCREASE OR DECREASE IN H.



NOTES:

- 1. CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3500 PSI, STEEL REINFORCEMENT SHALL BE ASTM A-615, GRADE 60. ALL EXPOSED EDGES SHALL BE BEVELED 34" UNLESS OTHERWISE SHOWN.
- THIS DRAWING DEPICTS A CURB BOX INLET IN A GRADE SITUATION. FOR CURB BOX INLET IN SAG SITUATION, DETAILS SHALL BE MODIFIED AS INDICATED IN DETAIL 'A'.
- THE STANDARD OPENING LENGTH IS 10'-0" AS DETAILED HERE. THIS LENGTH MAY BE INCREASED OR DECREASED BASED ON HYDRAULIC ANALYSIS AND APPROVAL BY THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ENGINEER. MODIFICATION TO THE OPENING LENGTH WILL REQUIRE MODIFICATION OF LENGTH OF BARS C10, C11 & C12 AND INCREASE OR DECREASE IN NUMBER OF BARS C14 & C15 MAINTAINING THE SAME MAXIMUM SPACING SHOWN ON THIS DRAWING.
- 4. MAXIMUM "H" FOR APPLICATION OF THIS DRAWING SHALL BE 5 FEET.
- FIELD BEND OR CUT BARS C3, C5, C6 & C7 AS NECESSARY WHERE PIPES PENETRATE CHAMBER WALLS.
- FOR CURB BOX INLET IN CURVE WITH CURB RADIUS OF LESS THAN 25', LONGITUDINAL BARS C10, C11 & C12 SHALL BE SHOP FABRICATED RADIALY.



LEXINGTON

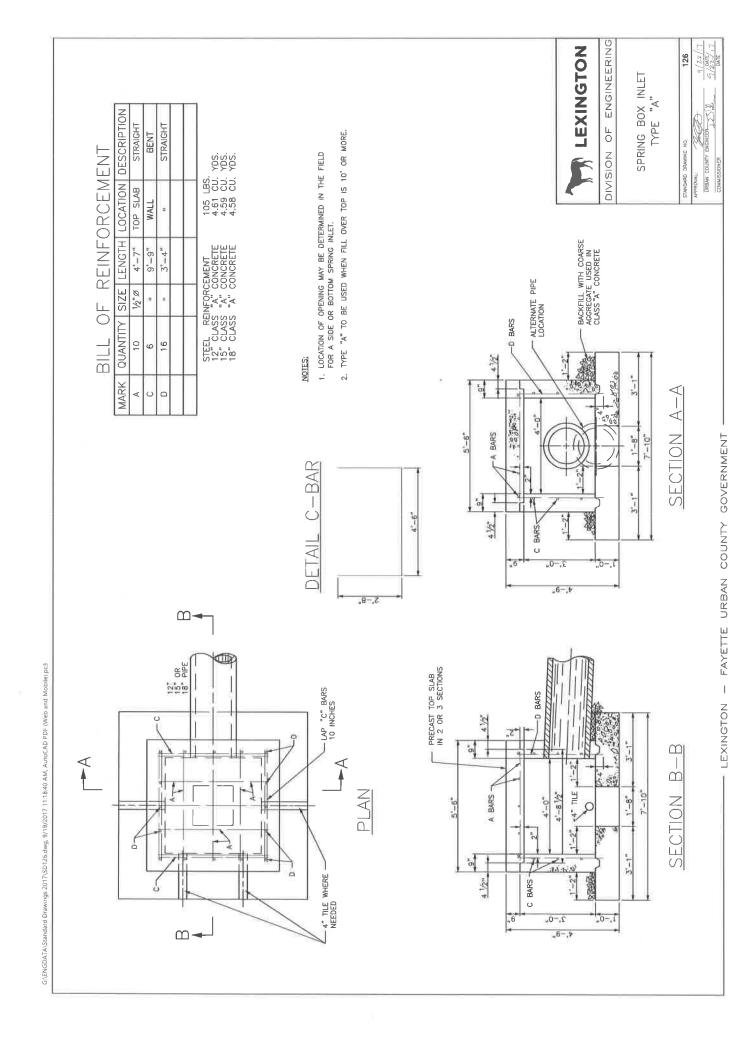
DIVISION OF ENGINEERING

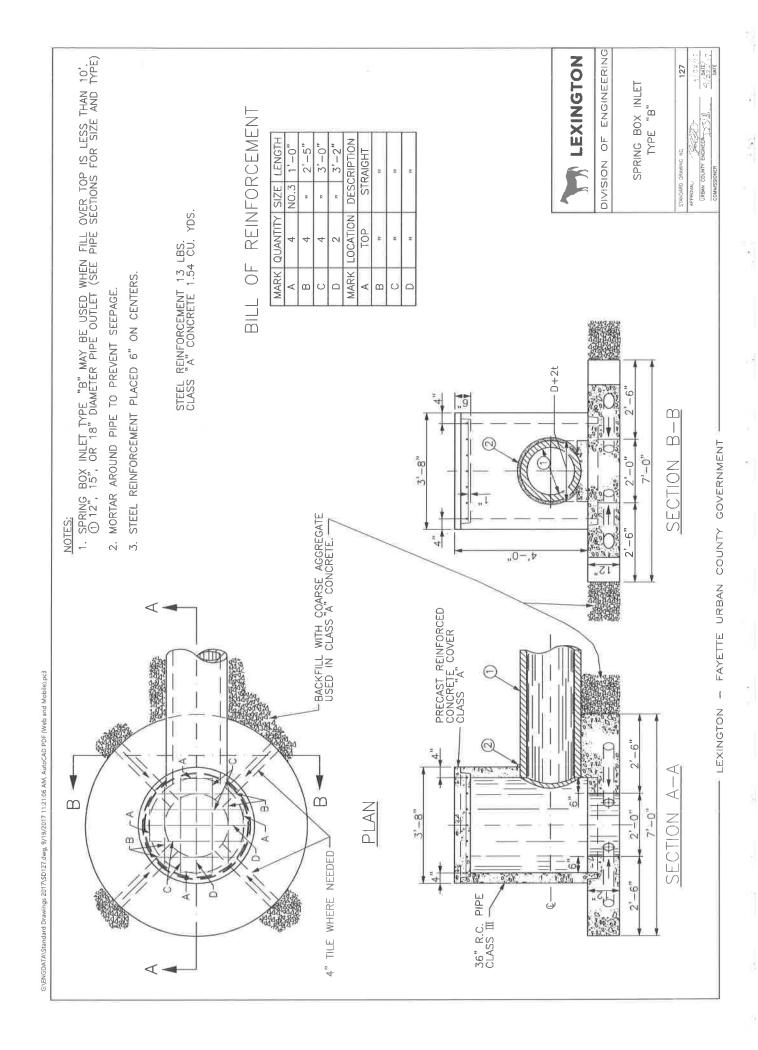
CURB BOX INLET TYPE "C" SINGLE PIPE 4'X3' BOX

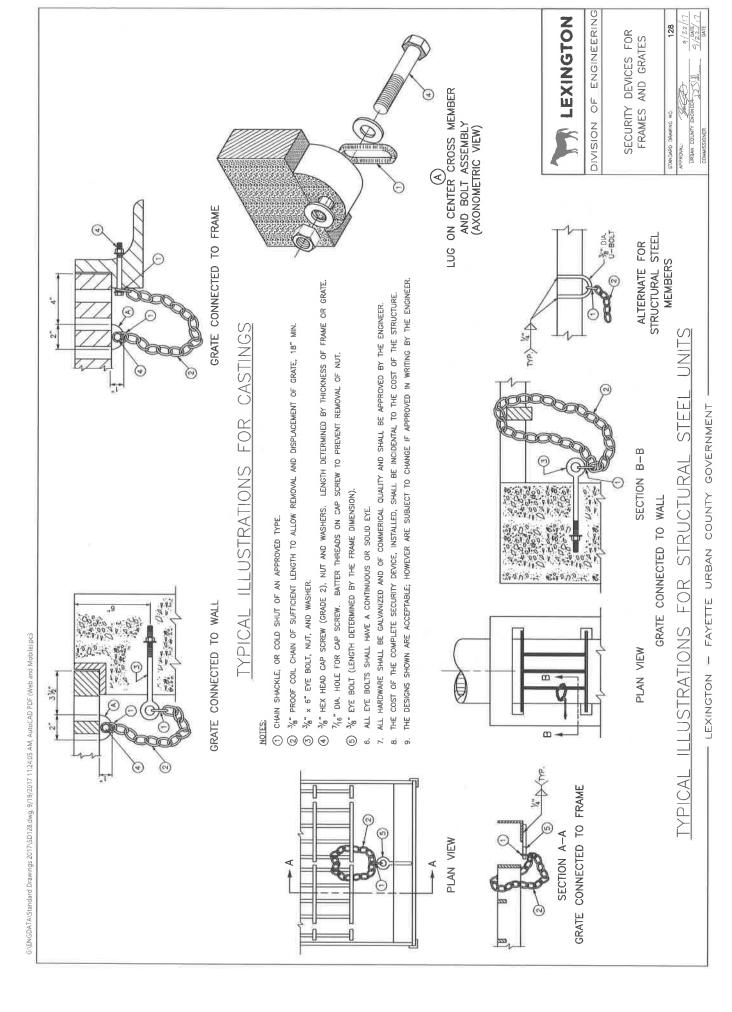
124-2 URBAN DOLMY ENCHER

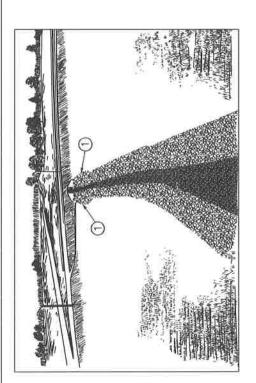
15" OR LESS

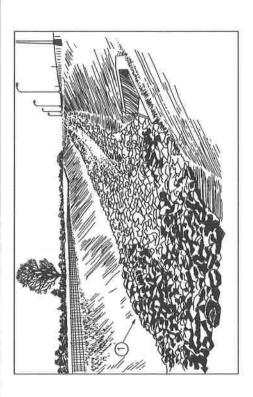
125

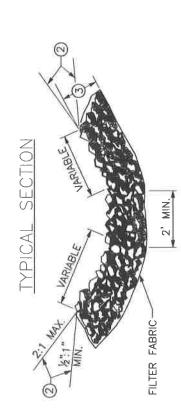












- NOTES: 1. AGGREGATE CHANNEL LINING WILL NOT BE REQUIRED IN THE BOTTOM OF THE DITCH WHERE SOLID ROCK IS ENCOUNTERED. SIDE SLOPES SHALL BE LINED.
- 2. AGGREGATE ESTIMATED ON THE BASIS OF 0.50 TON/SQ. YD. PER FOOT OF DEPTH.

- SHEET NOTES: \bigcirc \bigcirc WIDEN CHANNEL LINING AT STRUCTURES TO PREVENT EROSION,
 - (2) ALTERNATE LOCATION OF GROUNDLINE
- ③ MINIMUM DEPTH OF CHANNEL LINING SHALL BE 24" LESSER DEPTHS SHALL HAVE APPROVAL FROM THE ENGINEER. STONE SHALL BE WELL GRADED SO THAT OPENINGS BETWEEN LARGER STONES ARE FILLED WITH SMALLER STONES.

SEE SHEET 130-2 FOR CHANNEL LINING MATERIAL NOTES



LEXINGTON

DIVISION OF ENGINEERING CHANNEL LINING AGGREGATE

130-1

NOTES:

BEDDING MATERIAL SHOULD NOT BE SMALLER THAN KDOT NO. 2 COARSE AGGREGATE STONE. THE REQUIREMENTS FOR KDOT NO. 2 COARSE AGGREGATE STONE ARE AS FOLLOWS:

PERCENT PASSING 100 70-85 0-10 SIEVE SIZE (INCHES) 222 222 2. BEDDING SHOULD BE AT LEAST THREE INCHES AND SPREAD UNIFORMLY.

3. PLASTIC FILTER FABRIC MAY BE USED IN PLACE OF OR IN CONJUNCTION WITH GRAVEL FILTERS. THE FOLLOWING PARTICLE SIZE RELATIONSHIPS MUST EXIST:

A. FOR FILTER FABRIC ADJACENT TO GRANULAR MATERIALS CONTAINING 50 PERCENT OR LESS (BY WEIGHT) OF FINE PARTICLES (LESS THAN 0.074 mm):

1.) D (PARTICLE DIAMETER) 85 BASE (mm) > 1

FORE CITTLE DIAMETER)

EOS* FILTER FABRIC (mm)

2.) TOTAL OPEN AREA OF FILTER IS LESS THAN 36 PERCENT.

B. FOR FILTER FABRIC ADJACENT TO ALL OTHER SOILS:
1.) EOS* LESS THAN U.S. STANDARD SIEVE NO. 70
2.) TOTAL OPEN AREA OF FILTER IS LESS THAN 10 PERCENT.

 $4.\ \mbox{NO}$ FILTER FABRIC SHOULD BE USED WITH LESS THAN 4 PERCENT OPEN AREA OR AN EOS* LESS THAN U.S. STANDARD SIEVE NO. 100.

5. *EOS - EQUIVALENT OPENING SIZE TO A U.S. STANDARD SIEVE SIZE.

6. THE FOLLOWING CHART SHOWS HOW TO DETERMINE THE DIAMETER OF STONE IN RELATION TO DESIGN VELOCITY.

(FEET/SECOND) 40005

STONE DIAMETER (INCHES)

21/2 5 9 14

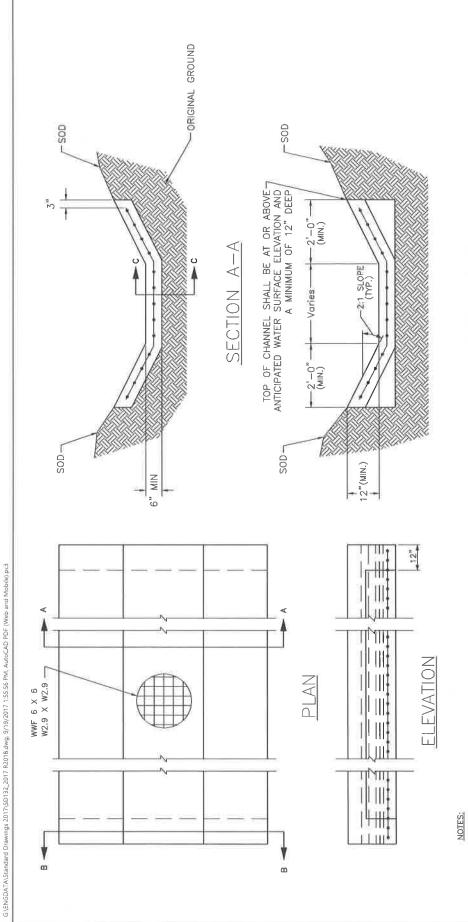
SEE SHEET 130-1 FOR AGGREGATE CHANNEL LINING MATERIAL DRAWINGS



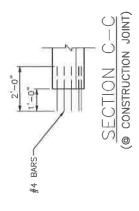
DIVISION OF ENGINEERING

AGGREGATE CHANNEL LINING

9/22/17 9/224/17 DATE 130-2 URBAN COUNTY ENGINEER STANDARD DRAWING NO.



SECTION B-B



LEXINGTON

DIVISION OF ENGINEERING

PAVED DITCH

DO NOT PLACE PAVED DITCH ON DISTURBED SOIL.

EXPANSION JOINTS & SEALER REQUIRED ON ENDS ABUTTING STRUCTURES AND ANCHORS ON ENDS NOT ABUTTING STRUCTURES.

IF FIBER REINFORCED CONCRETE IS USED THE WWF 6 x 6 MAY BE ELIMINATED.

SHOULD THE TERRAIN OF THE EXISTING GROUND BE SO THAT WATER WOULD DRAIN INTO THE DITCH FROM ONE SIDE ONLY, THEN SODDING WILL BE REQUIRED ON THAT ONE SIDE ONLY OF THE DITCH.

INTERMEDIATE ANCHORS MAY BE REQUIRED BY THE ENGINEER FOR SPECIAL CASES. A SPECIAL DESIGN WILL BE REQUIRED IN THIS SITUATION,

IF THE CONTRACTOR ELECTS TO USE A CONSTRUCTION JOINT IN THE POURING OF THE PAVED DITCH, NO. 4 TIE BARS SPACED 6" O.C. SHALL BE USED (SEE SECTION C-C).

COMPACTION, FINISHING AND CURING SHALL BE THE SAME AS REQUIRED FOR CONCRETE SIDEWALK (USE WHITE COMPOUND).

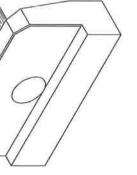
1. USE "CLASS A" CONCRETE THROUGHOUT.

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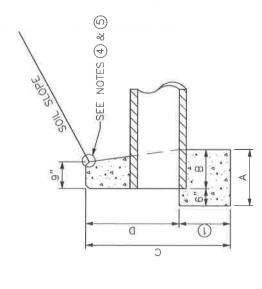
		_				_					_
	Ш	6,-6	1,-6"	8'-3"	.0-,6	6-,6	8'-3"	.0-,6	.6-,6	10,-6"	11'-3"
	۵	2'-9"	3'-0"	3'-3"	3'-6"	3'-9"	3'-3"	3'-6"	3,-6"	4,-0,,	4'-3"
MENSIONS	O	4'-3"	4,-6"	4'-9"	2,-0,,	5'-3"	4'-9"	5'-0"	5'-3"	2,-6"	5'-9"
HEADWALL DIMENSIONS	Ф	1'-2 1/2"	1,-3"	1'-3 1/2"	1'-4"	1,-4 1/2"	1'-2 1/2"	1'-3"	1'-3 1/2"	1'-4"	1'-4 1/2"
H	K	1'-8 1/2"	1'-9"	1'-9 1/2"	1'-10"	1'-1012"	1'-8 1/2"	1'-9"	1'-9 1/2"	1'-10"	1'-101/2"
DIA	OF PIPE	15"	, , ,	21"	24"	27"	15"	18"	21"	24"	27"
	HEADWALL TYPE		4	STANDARD				<u>(</u>	RAISED		

NOTES:

- (1) HEIGHT OF FOOTER SHALL BE 18" FOR SOIL AND 12" IN ROCK.
- 2.ALL EXPOSED EDGES TO BE CHAMFERED ¾".
- 3.ALL EXPOSED SURFACES TO HAVE A RUBBED FINISH.
- (4) STANDARD HEADWALLS ARE FLUSH WITH SOIL FILL.
- 6. CHAIN LINK FENCE IS REQUIRED ON ALL HEADWALLS WHEN VERTICAL FACE "D" IS GREATER THAN 30". (S) RAISED HEADWALLS PROTRUDE 6" ABOVE SOIL FILL.



ISOMETRIC VIEW



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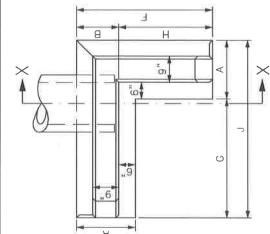
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SECTION X-X

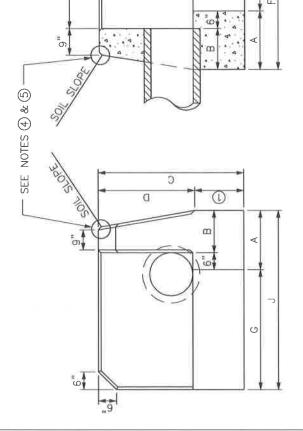


PLAN ELEVATION



					_		-			_	
	7	5'-21/2"	5'-9"	6'-3 12"	6'-10"	7'-4 1/2"	5'-1112"	6'-6"	7'-0 1/2"	7,-7"	8'-112"
	I	2'-9"	3'-0"	3'-3"	3'-6"	3'-9"	3'-6"	3'-9"	4'-0"	4'-3"	4'-6"
	S	3,-6"	4'-0"	4'-6"	5'-0"	5'-6"	4'-3"	4'-9"	5,-3"	5'-9"	6'-3"
NSIONS	LL	3'-11 1/2"	4'-3"	4'-6 1/2"	4'-10"	5'-1 1/2"	4'-8 1/2"	5'-0"	5'-3 1/2"	5'-7"	4'-0" 5'-10 1/2"
HEADWALL DIMENSIONS	П	2'-3"	2,-6"	2,-6,,	3,-0,,	3'-3"	3'-0"	3'-3"	3,-6"	3'-9"	4,-0,,
HEAD	Q	2'-9"	3,-0,,	3'-3"	3,-6"	3'-9"	3'-3"	3'-6"	3,-9"	4'-0"	4'-3"
	O	4'-3"	4'-6"	4,-6"	2,-0,,	5'-3"	4'-9"	5,-0,,	5'-3"	5'-6"	5'-9"
	Ω	1'-2 1/2"	1'-3"	1'-3 1/2"	1'-4"	1'-4 1/2"	1'-2 1/2"	1'-3"	1'-3 1/2"	1'-4"	1'-4 1/2"
	٧	1'-8 1/2"	1,-6,,	1,-6 1/2"	1'-10"	1'-10 1/2" 1'-4 1/2"	1'-8 1/2"	1'–9"	1'-9 1/2"	1'-10"	1'-10 1/2" 1'-4 1/2"
<u> </u>	OF PIPE	15"	18,	21"	24"	27"	15"	18,	21"	24"	27"
	HEADWALL TYPE		4	STANDARD	ELL		((D)	RAISED	ELL	

PLAN ELEVATION



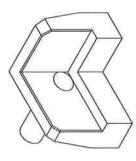
SECTION X-X

FRONT ELEVATION

NOTES:

- (1) HEIGHT OF FOOTER SHALL BE 18" FOR SOIL AND 12" IN ROCK.
- 2.ALL EXPOSED EDGES TO BE CHAMFERED 34".
- 3. ALL EXPOSED SURFACES TO HAVE A RUBBED FINISH.
- (4) STANDARD HEADWALLS ARE FLUSH WITH SOIL FILL.
- (5) RAISED HEADWALLS PROTRUDE 6" ABOVE SOIL FILL.

 6. CHAIN LINK FENCE IS REQUIRED ON ALL HEADWALLS
 WHEN VERTICAL FACE "D" IS GREATER THAN 30".



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ISOMETRIC VIEW

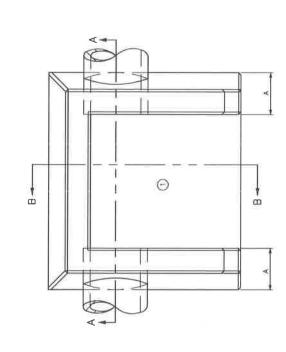


DIVISION OF ENGINEERING

ELL HEADWALLS

(alla)	
	1802
	COUNTY ENGINEER
JRBAN COUNTY ENGINEER- CT (Y) / DATE/	W. C.





SHEET NOTE:

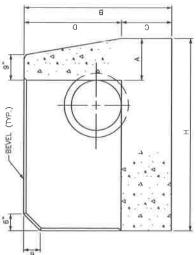
(1) SOLID CONCRETE BOTTOM REQUIRED.

- 12 VOLUME DISPLACED BY BARREL OF PIPE HAS BEEN COMPUTED USING INSIDE DIAMETER OF PIPE.
- 2. CHAIN LINK FENCE IS REQUIRED ON ALL HEADWALLS WHEN VERTICAL FACE "D" IS GREATER THAN 30".

PLAN

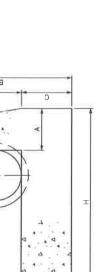
O

DIMENSIONS 11		ı			
3-		DIAMETER	P	PIPE	
A	15"	18"	24"	30_	36"
	-2	1'-3"	14-	1,-2,	1,-6
B 4'-	-3*	4'-6"	5*-0*	5 - 6	9-,9
0	1,-0,	1,-6	1,-6"	1,-6"	2'-0"
D 2	2-9	3,-0,	3,-6	4*-0"	4,-6
E 3.	6	40*	4"-6"	4-9=	5,-0-
F 6	6'-2"	9-,9	7'-2"	7'-7"	8-0
6 3	3"-9"	4*-0*	4*-6"	4'-9"	5,-0,
н 5-	5"-2"	59**	6'-10"	6'-10" 7'-11"	90
C.Y. CONC. 2.9 ONE 2.9	2,96	3.53	4.72	6.03	8.79

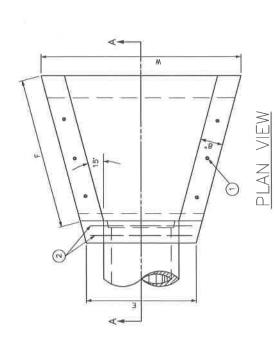


SECTION B-B

SECTION A-A



EXINGTON	NGINEERING	DWALLS	152	1 C (DATE) 7
LEXI	DIVISION OF ENGINEERING	U—TYPE HEADWALLS	STANDARD DRAWING NO	APPROVAL:

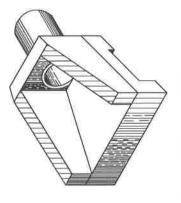


REINF. STEEL	LBS.	10	11	12	12	13
CLASS CONC.	C.Y.	06"0	0.97	1.17	1.38	1.62
	Т	21/4"	21/2"	2 3/4"	3,	3 1/4"
	W	4'-103/4"	5'-415/16"	5'-111/8"	6'-53/8"	6'-119/16"
10	٦	40"	46"	2,-0,,	56"	09
DIMENSIONS	Ŀ	3'-53/8"	3'-119/16"	4*-513/16"	20"	5'-63/16"
	ш	29"	3,-0#	3*-3*	36	39
	0	2,-0*	2 -3	2,6"	2"-9"	3*-0*
	60	0'-71/2"	#60	0'-101/2"	1,-0-	1'-11/2"
PIPE	Ġ	15"	8	21	24*	27"

SHEET NOTES:

- 3) SLOPE SHALL BE WARPED TO FIT HEADWALL WHEN PIPE IS SKEWED AND / OR NORMAL SLOPE VARIES FROM 2:1.

- 1. REINFORCING STEEL MINIMUM GRADE 40, EVENLY SPACED (MIN, SPACING 12" 0.C.)
- 2. VOLUME DISPLACED BY PIPE COMPUTED USING INSIDE DIAMETER OF PIPE.
- $3.\,\mathrm{WING}$ ANGLES AND / OR DIMENSIONS MAY BE ALTERED DURING CONSTRUCTION TO ACCOMMODATE FLOW OF WATER.
- 4. APRON BETWEEN WINGS SHALL BE SLOPED IN DIRECTION OF FLOW EQUAL TO SLOPE OF PIPE, BUT NOT TO EXCEED 5%, FRONT FACE OF HEADWALL SHALL REMAIN VERTICAL.
- 5. CHAIN LINK FENCE IS REQUIRED ON ALL HEADWALLS WHEN VERTICAL FACE "C" IS GREATER THAN 30".
- 6. ALL EXPOSED EDGES ARE TO HAVE 34" CHAMFER.
- 7. SKEWED PIPE REQUIRES SPECIAL DESIGN.



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SECTION A-A

CONSTRUCTION JOINT REQUIRED

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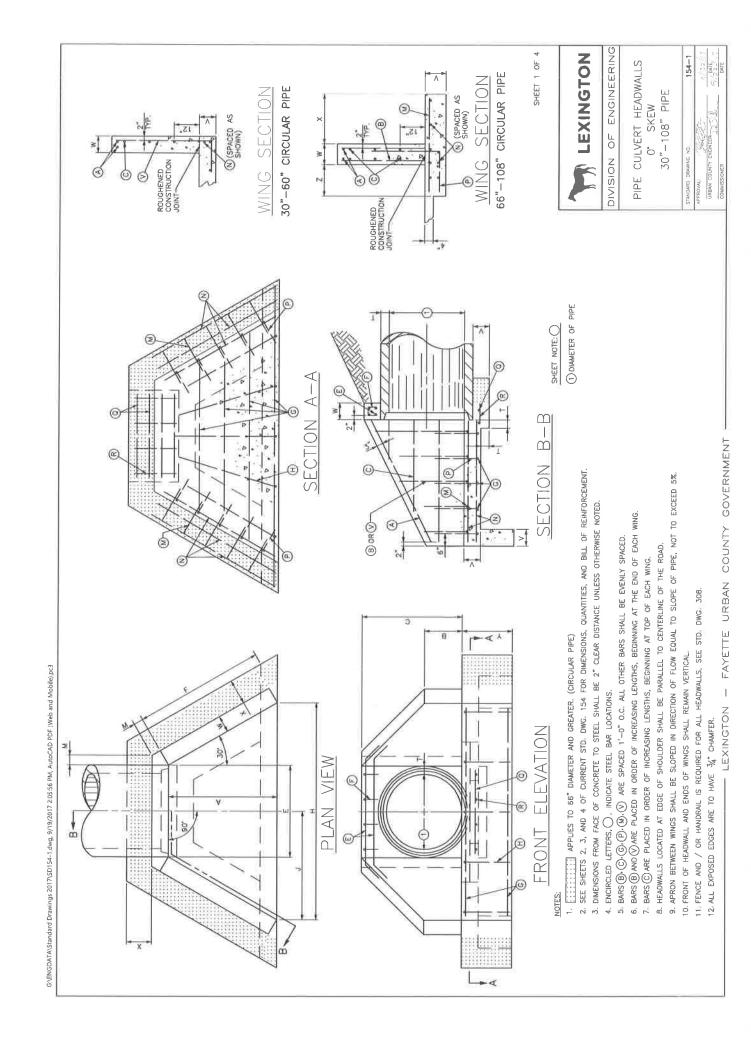
ISOMETRIC VIEW



DIVISION OF ENGINEERING

PIPE CULVERT HEADWALLS 15"-27" CIRCULAR PIPE SKEW

STANDARD DRAWING NO.	153
PPROVAL SECTION	4/22
THE PROPERTY DISTRIBUTED	DATE



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DIMENSION		⋖	В	O	П	tı.	I	7	Σ	⊥	>	×	×	>	Z			CU.YDS.CONC.	LBS.STEEL HEADWALLS	SHEET 2 OF 4
	108"		4'-6"	10'-8"	10'-8"	13'-3"	24'-0"	12,-0,"		010.0"								40.32	3379	
	102"	10'-11"	4'-3"	10'-2"	10'-1"	-11'12'-7"	22,-8"	11,-4"		0'-9.5"			9-	0-	 6-			37.25	3050	
	.96	10'-4"	4,-0,,	9,-2,,	9-6	11'-11'	21'-6"	10'-9"		0,-8.0			2,	3,	÷			34.31	2753	
	.06	9,-9	3'-9"	9'-1"	8'-11"	11'-3"	20,-2"	10'-1"	0,-6"	0'-8.5"	0	0'-10"						31.48	2451	
3	84"	9'-2"	3,-6"	8,-6,	8'-4"	10'-7"		9,-6	ō	0,-8.0"	3=	0,						25.67	2043	
	78"	8'-7"	3'-3"	8,-0,,	7'-9"	9'-11"	'n	8'-10"		0'-7.5"			.0-	9.	3"			23.25	1815	
OF PIPE	72"	8,-0,,	3,-0,,	7'-5"	7'-2'	9'-3"	9	8'-3"		0,-7.0"			2,-	2'-	1,-			20.95	1571	
DIAMETER OF	.99	7,-5"	2'-9"	7,-0,,	6'-7"	8'-7"	15'-2"	7,-7"		0,-6.5								18.76	1320	
	09		2'-6"	6'-2"	6,-0.	7,-8"		6-10"		0,-6.0"								9.22	289	
	54"	6,-1"	2'-3"	5,-8"	5	7,-	12,-6"	6-3"	1	0'-5.5"								7.82	583	
	48"	5,-6"		5'-1"	4'-10"	6'-4"	11'-2"	5'-7"	0'-5"	-4.5" 0'-5.0"	0,-8"	0,-0,		,-0,	10.			6.53	496	
	42"	4'-11"	1'-9"	4'-7"	4'-3"	5'-8"	10,-0"	5,-0.	-,0	0		0)	2,-	11.0%			5.35	430	
	36"	4'-4"	1,-6"	4'-0"	3,-8"	5'-0"	,00 00 00	4'-4"		0,-4.0"								4.30	363	
	30,,	3,-9"	1'-3"	3,-6"	3'-1"	4'-4"	76"	3,-9"		0,-3.5"								3.36	281	
DIMENSION		<	m	U	tail	ال	Ξ	-	> >	-	>	. >	×	>	7			CU.YDS,CONC.	LBS.STEEL HFADWALLS	



DIVISION OF ENGINEERING DIMENSIONS AND QUANTITIES 30"-108" HEADWALLS CIRCULAR PIPE 0° SKEW

154-2 STANDARD DRAWING ND
APPROVAL
URBAN COUNTY ENGINER

- LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

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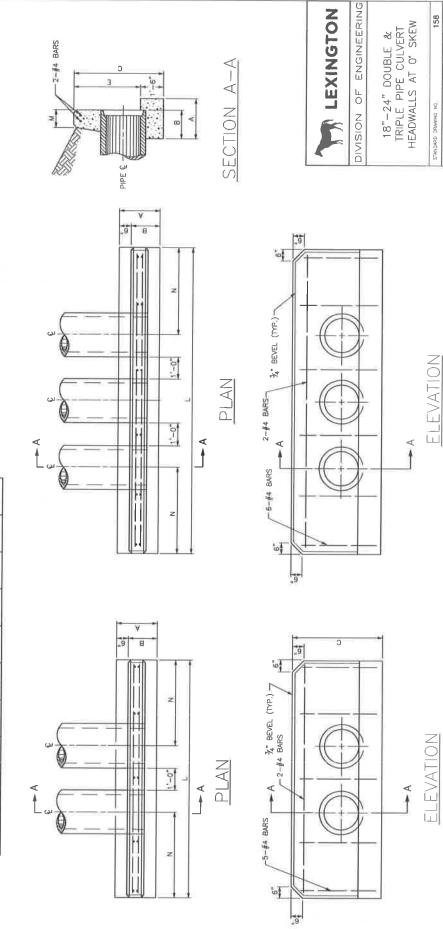
FAYETTE URBAN COUNTY GOVERNMENT LEXINGTON

DIMENSIONS AND QUANTITIES

	,	_		_				
CU. YD. CONC. 2 HDWLS	4.18	5.65	4.87	6.68	5.28	7.43	6.76	8.83
z	3,-6	4,-6"	39	4"-6"	4,-6	5,-3"	4,-6	5'-3"
Σ				2	4 01			
_	10'-5"	12,-6	13,-4"	16,-0,,	11'-11"	14'-0"	14'-10"	17'-6"
Ш	3,-0,	3,-6"	3,-0-	3,-6	3,-6	40-	4,-0-	4*-6"
υ	4,-6"	20.	4,-6"	2,-0.	50"	2,-6	5,-0#	2,-6
89	13*	1:-4"	1:-3"	14-	1,-3"	14"	13"	1,-4"
A	_* 61	1"-10"	19"	1'-10"	1,-9"	1'-10"	1,9#	1'-10"
PIPE DIA.	18"	24"	18"	24"	18"	24"	18"	24"
HEADWALL TYPE	STANDARD	LINE	STANDARD	LINE	RAISED	LINE	RAISED	LINE

NOTES:

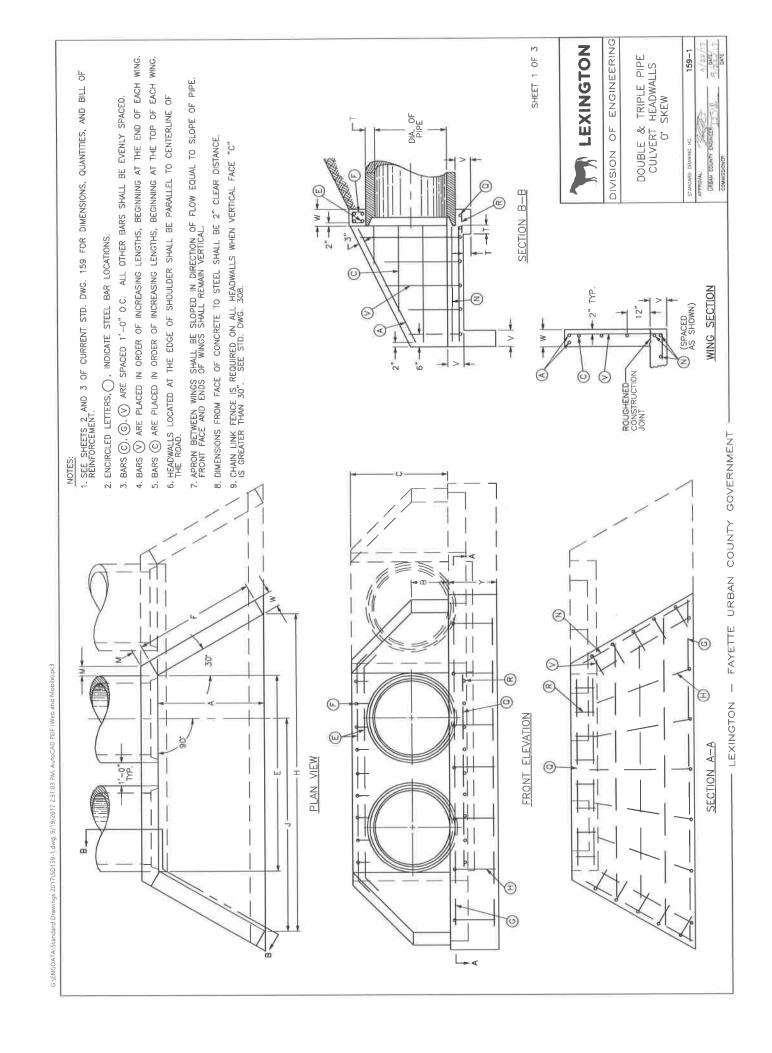
- 1. ALL VOLUMES ARE IN CUBIC YARDS FOR TWO HEADWALLS; VOLUME DISPACED BY BARREL OF PIPE. HAS BEEN COMPUTED USING INSIDE DIAMETER OF PIPE, NO DEDUCTION HAS BEEN MADE FOR BEYELED EDGES.
- WHERE HEADWALLS ARE LOCATED AT THE EDGE OF THE SHOULDER, I'ME TO OF THE HEADWALLS SHALL BE PARALLEL TO THE EDGE OF SHOULDER. 2
- WHERE A RAISED HEADWALL IS USED ON THE OUTLET END OF THE PIPE, THE TOPS OF BOTH WALLS SHALL BE AT THE SAME ELEVATION. mj
- CHAIN LINK FENCE IS REQUIRED ON ALL HEADWALLS WHEN VERTICAL FACE "E" IS GREATER THAN 30".



- LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

158

URBAN COUNTY ENGINEER



SHEET 2 OF 3

	DIMENSION		⋖	В	O	Ш	L	I	7	Σ	-	>	*	>-	CLASS "A" CONC. CU. YDS. 2 HEADWALLS	LBS. STEEL 2 HEADWALLS
SKEW		48,	5'-6"	2'-0"	5'-1"	16'-6"	6'-4"	22'-10"	11'-5"		0'-5"				12.30	797
.0 -	TRIPLE	42"	4'-11"	1,-9"	4'-7"	14'-9"	5'-8"	20,-6"	10'-3"	-5"	0'-4.5"	0'-8"	0,-8"	0-	10.19	702
ADWALLS	TRI	36"	4'-4"	1,-6"	4,-0,,	13,-0"	5'-0"	18,-0,,	9,-0,,	0,-	0'-4"	0,-	0,-	2'-	8.20	594
OIPE HE		30"	3'-9"	1'-3"	3,-6"	11'-3"	4,-4"	15'-6"	7,-9"		0'-3.5"				6.49	475
LTIPLE		48"	5'-6"	2'-0"	5'-1"	10'-8"	6'-4"	17,-0,,	E		0'-5"				9.38	099
DIMENSIONS FOR MULTIPLE PIPE HEADWALLS	DOUBLE	42"	4'-11"	1'-9"	4,-7"	9,-6	5'-8"	15'-2"	48	-5"	0'-4" 0'-4.5"	0,-8"	0,-8"	,-0,	7.75	561
SNOIS	DOO	36"	4'-4"	1,-6"	4,-0,,	8'-4"	5,-0.,	13'-4"	1	0,-		0,-	0,-	2,-	6.22	480
DIMEN		30,,	3,-6,,	1'-3"	3'-6"	7'-2"	4'-4"	11'-6"	1		0'-3.5"				4.91	379
	DIMENSION		∢	ш	O	ш	ᄔ	I	ר	Σ	⊢	>	>	>-	CLASS "A" CONC. CU. YDS. 2 HEADWALLS	LBS. STEEL 2 HEADWALLS

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DIMENSIONS AND QUANTITIES
30"-48"
DOUBLE & TRIPLE
HEADWALLS-CIRCULAR PIPE
0° SKEW DIVISION OF ENGINEERING LEXINGTON

159-2 URBAN COUNTY ENGINEER STANDARD DRAWING NO

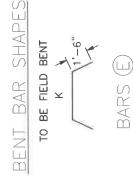
- LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

0 17 10 ¥ ᇉ 2 H 4 10 6 3 4 Z L 5 10 2 19 10 თ 5 2 9 4 6 11 O 0 NO LGTH A 5 4 6 2 C3 4 2 5 6 3 16 8 4 G₂ 4 3 19 G₃ 4 3 21 42 E₁ 5 2 18 2 2 20 16 4 2 14 0 N 4 6 6 R 4 17 0 4 15 1 5 4 H 4 12 6 G2 4 3 19 C1 4 2 C2 4 2 5 4 Θ 7 4 R 4 15 G₁ 4 1 9 C3 4 11 0 E₂ 5 2 16 4 13 4 C4 4 11 0 E₂ 5 2 16 6 13 6 E₁ 5 4 G1 4 S 1 10 V2 5 S EZ-S C₂ 4 S 0 4 E₂ z ≥<∴× 2 10 V₃ თ 0 z 2 ¥ ㄷ 4 RIPLE 30" 1 3 Z L 4 10 9 5 8 œ 4 3 16 8 00 2 14 9 G₁ 4 2 11 10 5 4 5 5 2 2 4 NO LGTH 36, 14 4 2 12 5 G2 4 3 14 2 4 2 14 4 6 4 4 0 4 2 11 3 1/1 5 4 3 11 2 F 4 13 Θ 9 œ G2 4 4 4 4 0 4 E2 5 4 4 4 0 S 2 S-NH C1 4 4 C3 F1 5 ٧3 CZ o ≥<∴× 9 9 Z 2 9 10 ¥ Ŋ ᇤ C₃ 4 2 5 6 E₁ 5 2 12 10 6 E₂ 5 2 13 0 1 2 3 10 2 5 10 2 6 2 5 E O 00 A 5 4 6 11 5 4 6 2 4 2 2 9 5 2 1110 8 10 E1 5 2 14 0 7 NO LGTH თ 42" 2 14 9 16 3 15 3 13 H 4 7 6 5 4 4 C2 4 4 2 2 2 2 2 2 2 4 10 8 F 4 10 3 8 C2 4 3 4 10 C3 4 3 11 8 8 8 C4 4 G1 4 4 7 5 4 4 4 2 G2 4 4 G1 4 4 S-NH 72 63 o œ G2 z ⋝⋖⋉⋎ 0 4 0 DOUBLE : 5 4 5 5 4 2 1 7 α 4 6 4 10 2 3 8 0 4 4 8 2 2 4 8 0 8 3 12 2 4 6 4 ი მ 3 10 5 4 3 2 4 თ 4 2 4 S 4 2 2 4 4 4 S 4 5 2 4 4 4 4 4 4 Ŋ 4 2 C2 C3 E1 F2 F2 G1 G₂ G2 E2 ပ 5 5 5 ပ E z 0 CZ z 72 œ I 0 2 ≥<∝×

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- 1) NUMBER OF BARS IN ONE HEADWALL.
- 2. DIMENSIONS ARE OUT TO OUT OF BARS.
- ALL BARS ARE STRAIGHT EXCEPT THOSE SHOWN BELOW,











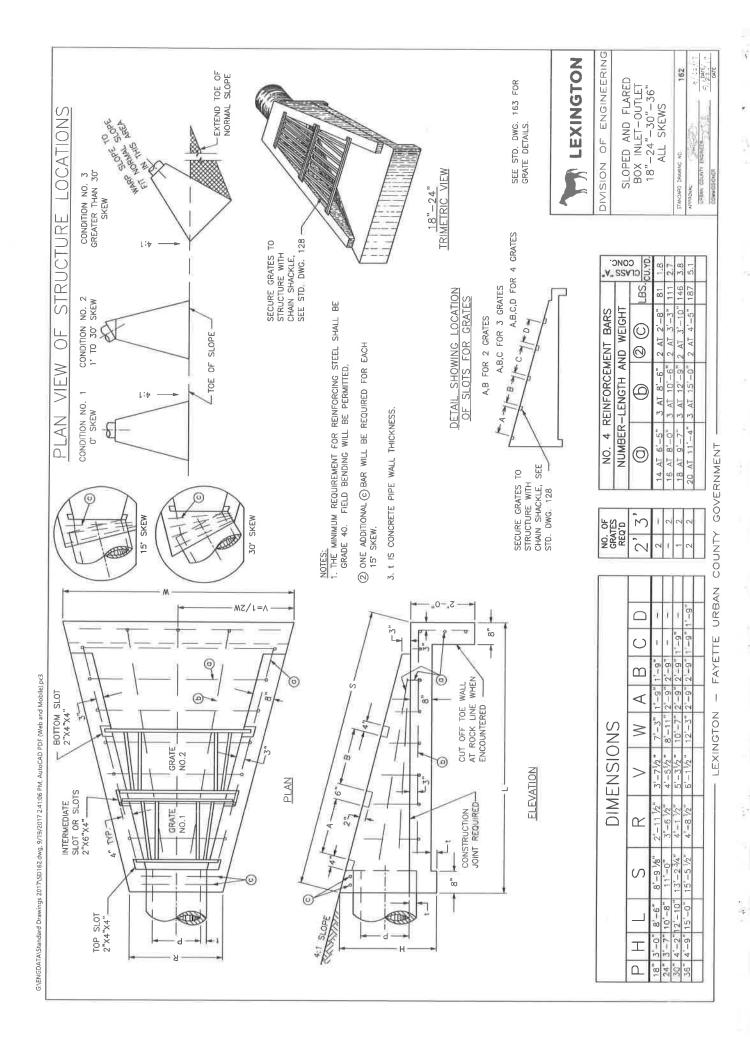
SHEET 3 OF 3

LEXINGTON

BILL OF REINFORCEMENT 30"-48" DOUBLE & TRIPLE HEADWALLS-CIRCULAR PIPE 0° SKEW DIVISION OF ENGINEERING

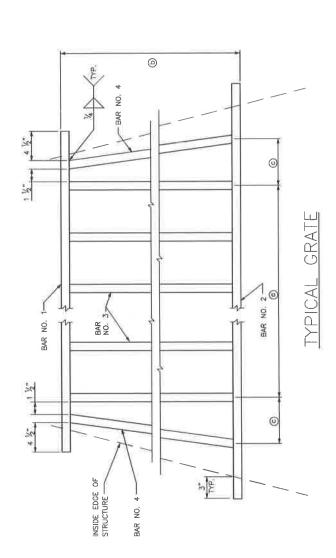
159-3 URBAN COUNTY ENCARER STANDARD DRAWING NO

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT



BOX INLET—	GR	GRATE	BAR NO. 1	BAR NO. 2	BAR NO. 3	0.3	BAR NO. 4	LBS. STRUC STEEL	LBS. STRUCTURAL STEEL
OUTLET	NO.	NO. SIZE	LENGTH	LENGTH	NO. BARS LENGTH	LENGTH	LENGTH	EACH	TOTAL
, 0	-	2'-0"	2'-6 1/2	3'-5 34"	4	1,-10,	1'-10 1/4"	116	07.0
0	2	2*-0*	3'-75"	4'-6 76"	9	1,-10"	110 1/2"	156	7/7
1, 70	-	3*-0"	3'-11/2"	46%	5	2'-10"	2'-10 %"	187	454
74	2	30*	4'-8 1/2"	6'-1 %"	80	2'-10"	2'-10 🐇	267	
	æ	3,-0-	3'-81/2"	5'-1 1/2"	9	2'-10"	2'-10著"	215	
30"	2	30	5'-31/2"	68 %"	o	2'-10"	2'-10著"	294	796
	ы	2'-0"	6'-10 1/2"	7'-9 ¾"	13	1'-10"	1'-10 1/4"	287	
	-	3,-0#	4'-31/2"	5'-8 ½"	7	2'-10"	2'-10著"	242	
	2	3*-0*	5'-101/2"	7'-3 %"	10	2'-10"	2,-10%"	321	1218
20	М	20-	7*-5 1/2"	8'-4 34"	14	1,-10"	1'-10 1/4"	308	
	4	20	8'-6¾"	9,-2 1/8"	16	1,-10"	1'-10 1/4"	347	

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- (a) EQUALLY SPACE BARS NO. 3,
- ⑤ SIZE OF GRATE EITHER 2'-0" OR 3'-0".
- © 5 $\frac{1}{2}$ " FOR 2'-0" GRATE, 7" FOR 3'-0" GRATE.

 - 1. ALL COMPONENTS ARE 1" \times 2" STRUCTURAL STEEL BARS.
- 2. SEE STD. DWG. 162.
- SECURE GRATE TO STRUCTURE WITH CHAIN SHACKLE, SEE STD. DWG. 128.

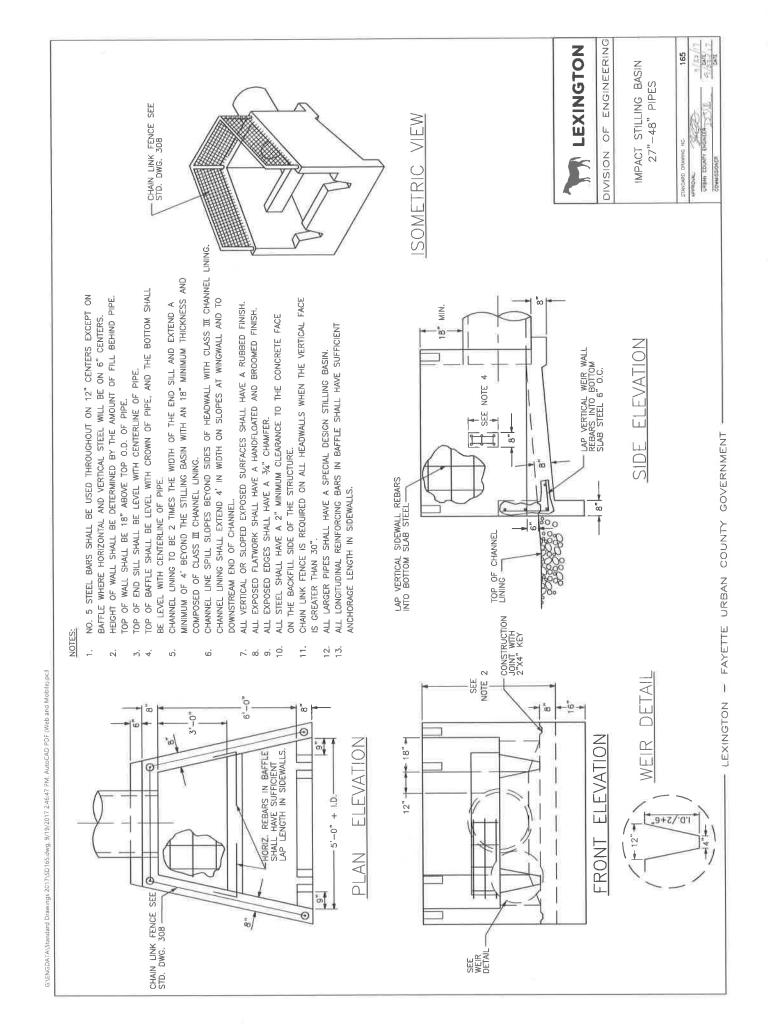


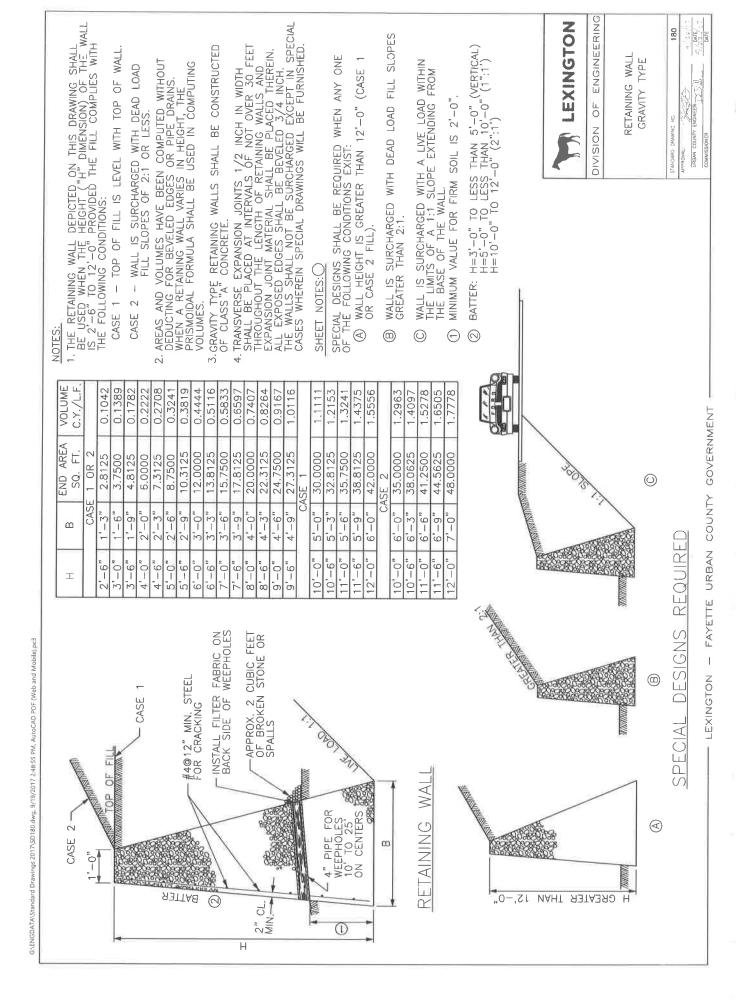
DIVISION OF ENGINEERING

163 GRATES FOR SLOPED AND FLARED BOX INLET—OUTLET STANDARD DRAWING NO.
APPROVAL.
URBAN COUNTY ENGINEER ST.

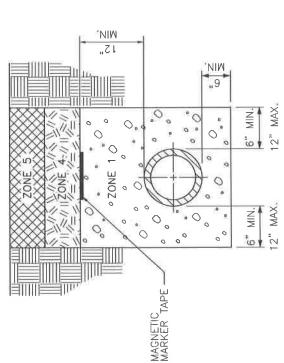
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MAGNETIC MARKER TAPE



IN ROCK TRENCH PID SOIL PIPE 08

CRIPTIONS		STONE		SOIL (NO ROCK STONETER)	EĎ
PIPE BACKFILL DESCRIPTIONS	ZONE 1 NO. 9 STONE	ZONE 2 NO. 9 OR NO. 57 STONE	ZONE 3 COMPACTED DGA	ZONE 4 CONSOLIDATED SQIL, (NO ROC GREATER THAN 67 DIAMETER) NO. 9, OR NO. 57 STONE	ZONE 5 12" MAX, TOPSOIL NO ROCK ALLOWED
PIPE	-	2	3	4	5
	ZONE	ZONE	ZONE	ZONE	ZONE

"a NIM -NIM **8** W W 12" MAX 4 ٥ ۵ ь 4 6" MIN. 12" MAX 4 ۵ D D is. ۵ CONTRACTOR TO PROVIDE ADEQUATE MEANS TO PREVENT FLOATING OF PIPE WHEN INSTALLING CRADLE PRECAST CONCRETE BLOCK OR BRICK BEHIND EACH BELL NOT TO EXCEED 6' SPACING CONCRETE CLASS "A"

ENCASEMENT DESIGN B REQUIRED STANDARD CONCRETE AS (NOTE:

NOTES:

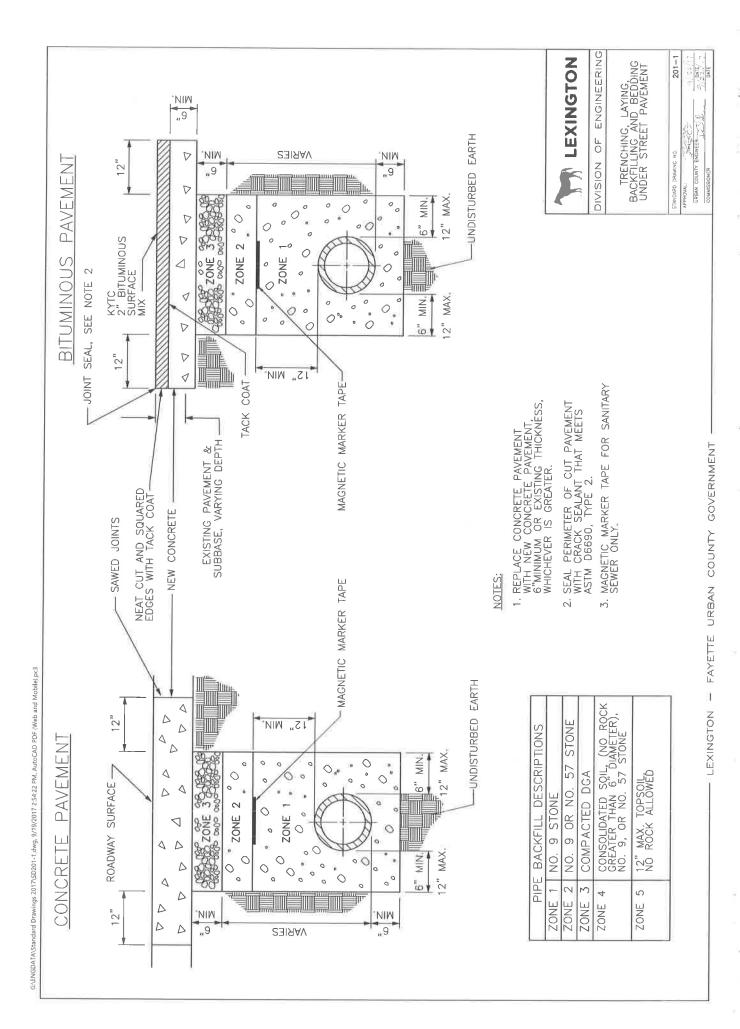
- 1. COVER, UP TO AND INCLUDING ZONE 4 SHALL BE ESTABLISHED BEFORE TRENCH EXCAVATION.
- ALL SANITARY SEWER LINES CONSTRUCTED FROM NON—METALLIC MATERIALS SHALL HAVE MAGNETIC MARKER TAPE INSTALLED IN THE TRENCH ABOVE THE SANITARY SEWER LINE. 7
- 3. MAGNETIC MARKER TAPE FOR SANITARY SEWER ONLY.

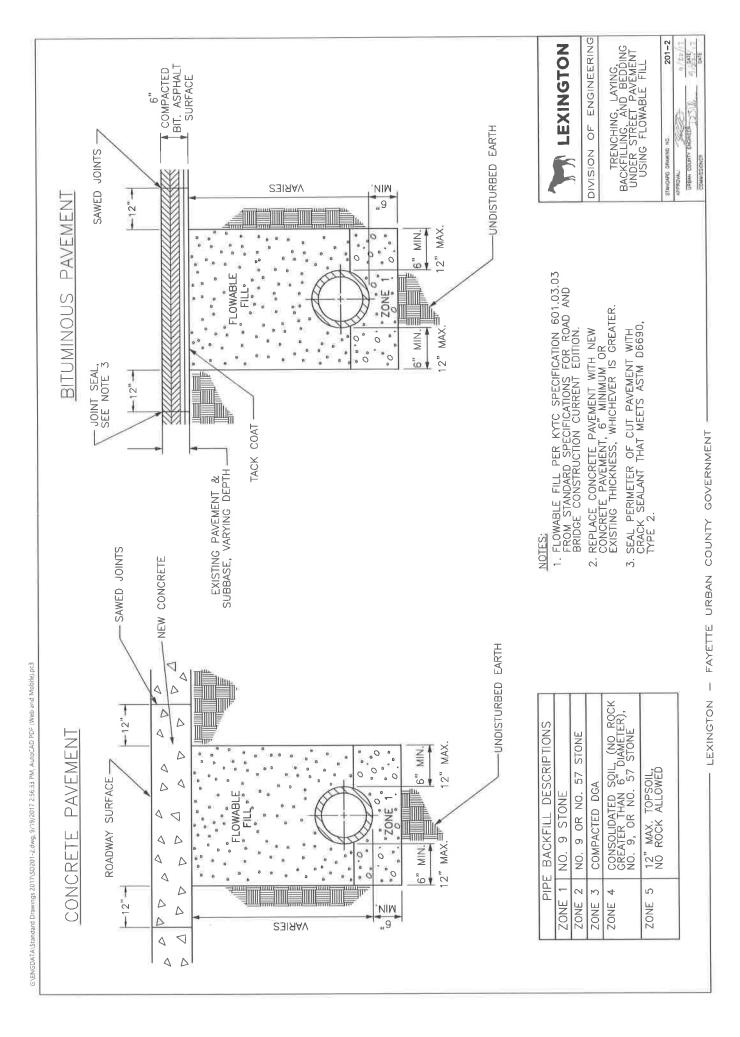


LEXINGTON

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27.0 200 TRENCHING, LAYING, BACKFILLING AND BEDDING OUTSIDE R/W LIMITS UPBW COUNTY ENCHARER STANDARD DRAWING NO.





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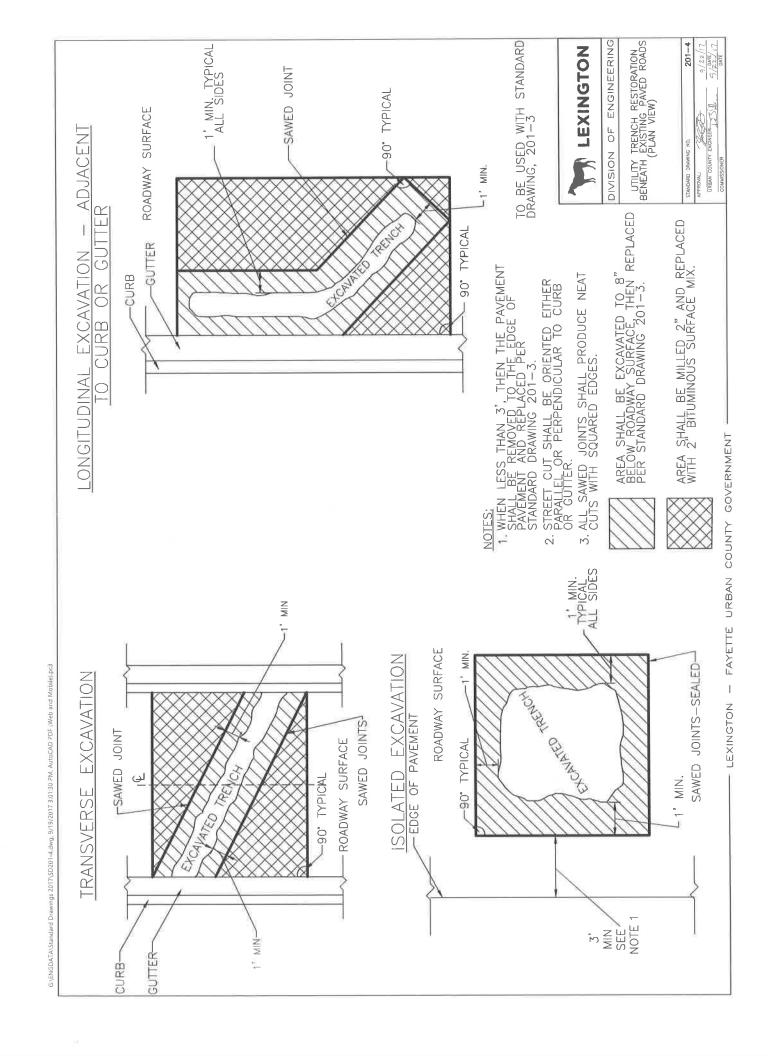


TABLE OF: MAXIMUM ALLOWABLE FILL HEIGHTS (LIVE LOAD NOT INCLUDED)

	DUCTILE IRON PIPE	POLYVINYL CHL	CHLORIDE (PVC) PIPE
(INCHES)	CLASS 50 *	SDR-35	SDR-26 HEAVY
	MAXIMUM DEPTH OF COVER (FEET)	MAXIMUM DEPTH OF COVER (FEET)	MAXIMUM DEPTH OF COVER (FEET)
4	¥.	ī	1
9	20	15	3)
00	20	15	ř
10	20	15	1
12	20	15	ar.
14	20	Ľ.	ť
15	10	15	î
16	20	3	
18	20	15	20
20	18	Œ	1
21	3	3	20
24	17	E.	20
27	Ĭ.	Œ	20
30	14	11.	Ē
36	14	16	i
42	13	1	1
48	13	30	ť

* LIGHTEST CLASS OF DUCTILE IRON PIPE

NOTES

- 1. DEPTH IS BASED ON LAYING CONDITION UTILIZING NO. 9 STONE ENCASING PIPE FROM 6" MINIMUM BELOW PIPE TO A PLANE, LEVEL WITH THE TOP OF THE PIPE AND 6" TO 12" NO. 9 STONE TO EDGE OF TRENCH.
- 2. WEIGHT OF SOIL AND ROCK COVER MIX IS ASSUMED TO BE APPROXIMATELY 120 LB./CU. FT.
- 3. DUCTILE IRON PIPE HAS FLEXIBLE LINING.
- 4. DESIGN ENGINEERS SHOULD USE THIS STANDARD DRAWING FOR ENERAL GUIDELINES AND SHOULD CHECK THER DESIGN FOR SAFE, NON-DESTRUCTIVE FILL HEIGHTS FOR ACTUAL BRAND OF PIPE PROPOSED.
- 5. SPECIAL TRENCHING DETAILS AND PROCEDURES SHOULD BE USED WHERE FILL DEPTHS ARE HIGHER THAN THOSE SHOWN IN TABLE.
- 6. INSTALLATIONS REQUIRING A DEPTH GREATER THAN 20', MUST BE APPROVED BY THE ENGINEER.

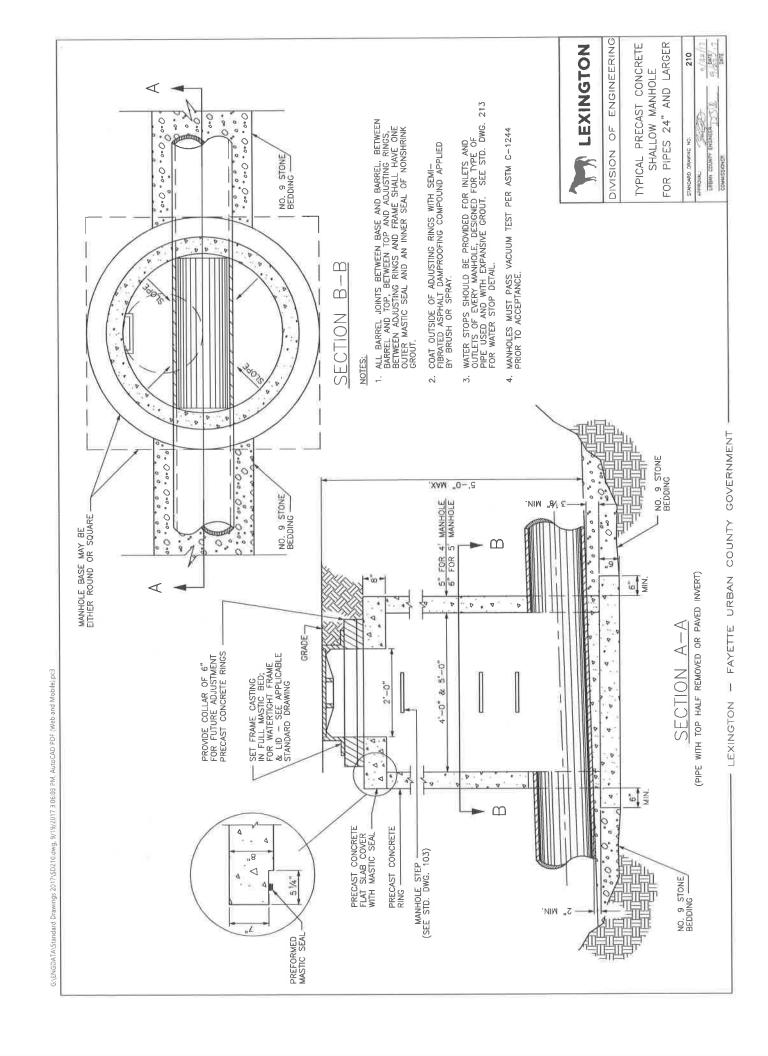


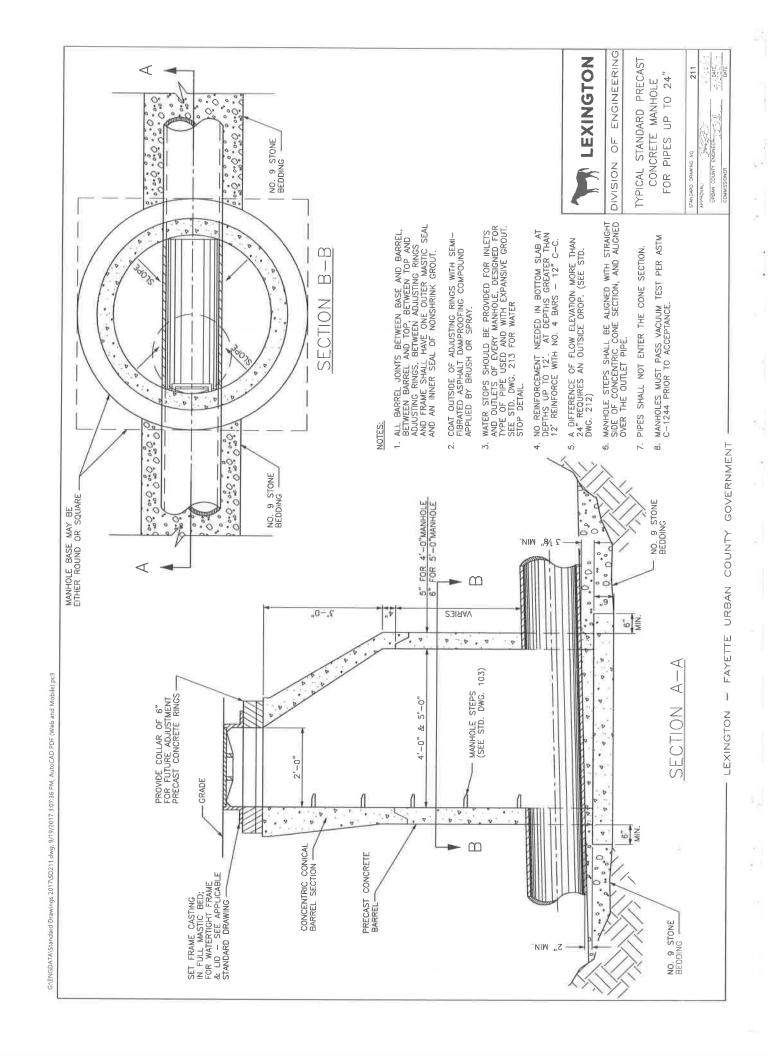
DIVISION OF ENGINEERING

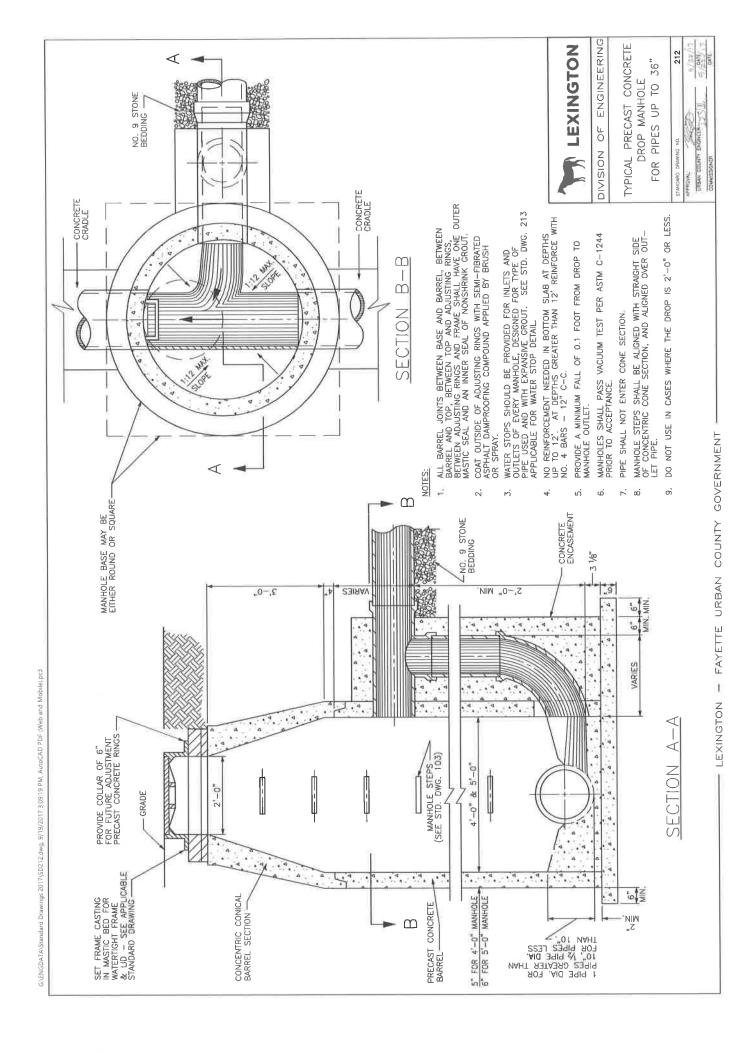
SANITARY SEWER PIPE: TYPES & MAXIMUM ALLOWABLE FILL HEIGHTS STANDARD DRAWING ND
AHTHUDAL

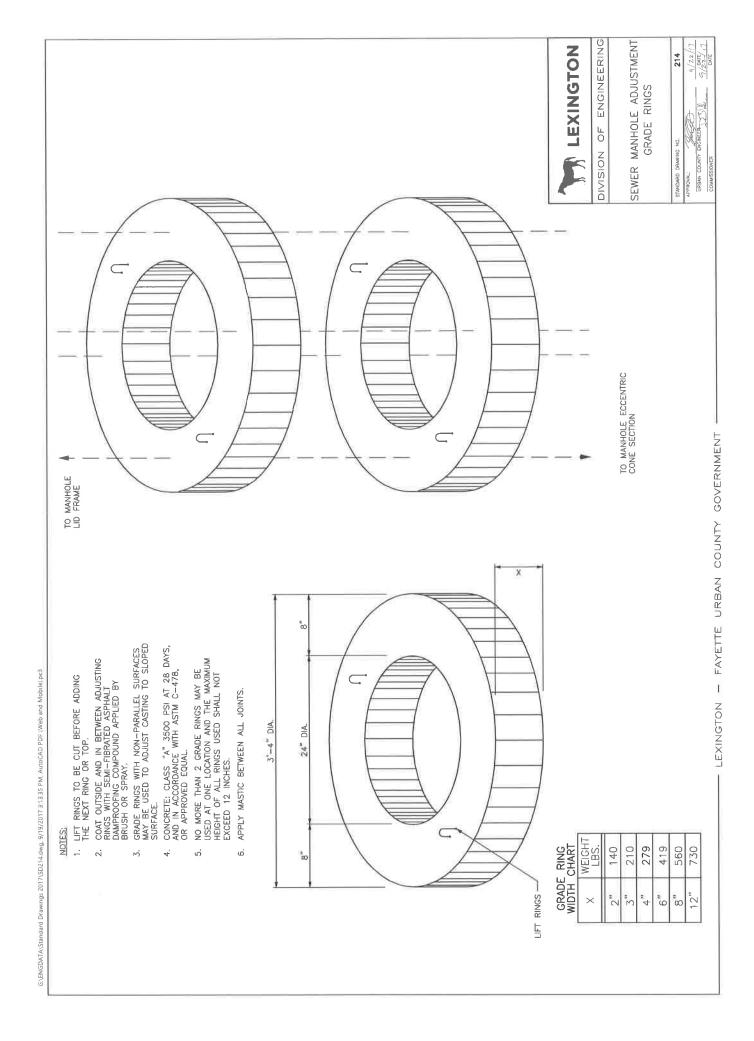
204

COMMISSIONER OF THE PROPERTY O









GENERAL NOTES

- SHALLOW MANHOLE TYPE CONSTRUCTION SHOWN ON STD. DWG. 210 MAY BE USED FOR ALL MANHOLES UP TO 5' IN DEPTH.
- 2. ALL DIMENSIONS ARE BASED ON SIZE LARGEST PIPE IN MANHOLE.

9

- 3. MANHOLES FOR PIPE LARGER THAN 36" SHALL BE SPECIALLY DESIGNED.
- 4. BOTTOM SLAB OF MANHOLES SHALL BE SPECIALLY DESIGNED WITH REGARD TO AREA, THICKNESS, AND REINFORCING IN SITUATIONS WHERE HIGH WATER TABLE OR UNSTABLE SOIL CONDITIONS EXIST.
- 5. MANHOLE STEPS SHALL BE INSTALLED IN A VERTICAL LINE AND SHALL COMPLY WITH OSHA STANDARDS IN ALL RESPECTS.
- 6. ALL FLOORS OF MANHOLES SHALL SLOPE AT LEAST 1" PER FT. FROM WALL TO CHANNELS AND SHALL HAVE SMOOTH FLOAT AND BRUSH FINISH.
- 7. CHANNEL SURFACE OF MANHOLES FROM INLET TO OUTLET SHALL HAVE SMOOTH FLOAT FINISH.
- 8. ELEVATIONS OF PIPES IN MANHOLES SHALL BE SUCH THAT THE TOP OF ALL INFLUENT PIPES WILL BE AT AN ELEVATION EQUAL TO OR GREATER THAN THE TOP OF THE EFFLUENT PIPE.

- A MINIMUM FALL OF 0.10 FOOT SHALL BE PROVIDED.
- 10. BASE OF MANHOLES GREATER THAN 12' DEEP TO BE REINFORCED WITH NO. 4 BARS AT 12" BOTH WAYS.
- 11. ASPHALT DAMPROOFING COMPOUND IS REQUIRED ON PRECAST MANHOLES IN WET AREAS OR OTHERWISE AS DIRECTED BY THE ENGINEER.
- 12. LEAKS IN MANHOLES OBSERVED DURING CONSTRUCTION OR INSPECTION SHALL BE CORRECTED IMMEDIATELY.
- 13. MANHOLES SHALL PASS VACUUM TEST PER ASTM C-1244 PRIOR TO ACCEPTANCE.
- 14. ALL INLETS, INCLUDING LATERALS, MUST HAVE FLOW CHANNELS.
- 15. NEW CONNECTIONS TO EXISTING SANITARY SEWER MANHOLES MUST REPLACE EXISTING BRICK MANHOLES OR DAMAGED MANHOLES AT NO EXPENSE TO THE LFUCG.
- 16. FIELD POURED BASES (DOGHOUSE MANHOLES) SHALL ONLY BE ALLOWED WITH PRIOR APPROVAL OF THE LFUCG.

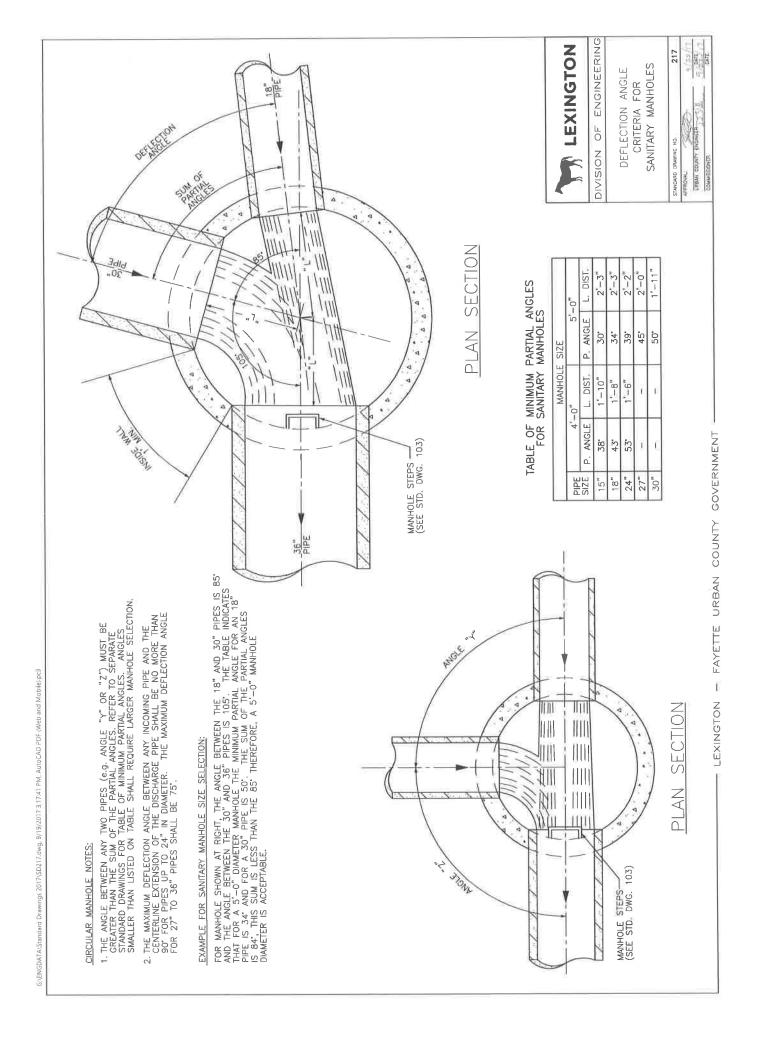
SPECIFICATIONS

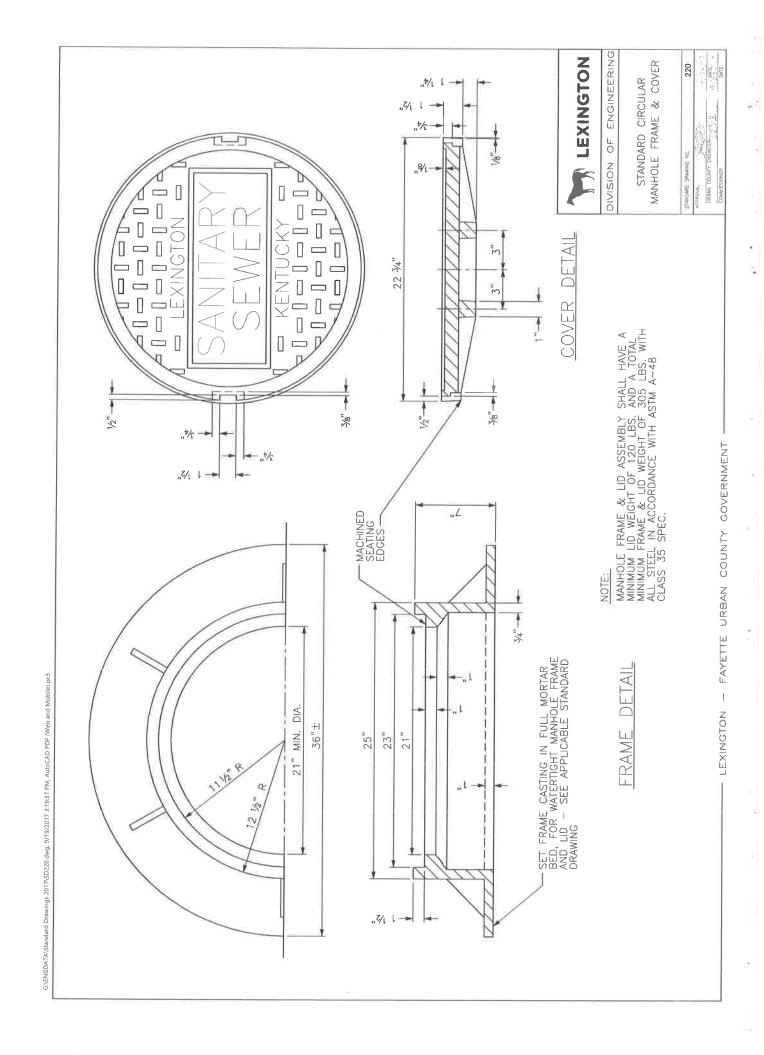
- CASTINGS SHALL BE ASTM A-48, CLASS 35.
- 2. CONCRETE FOR MANHOLES, CRADLE ENCASEMENT, ETC. SHOWN IN THESE DETAILS SHALL BE CLASS".*A".
- 3. CONCRETE MANHOLE BARREL CONSTRUCTION SHALL CONFORM TO ASTM C-478 OR ITS LATEST REVISION.

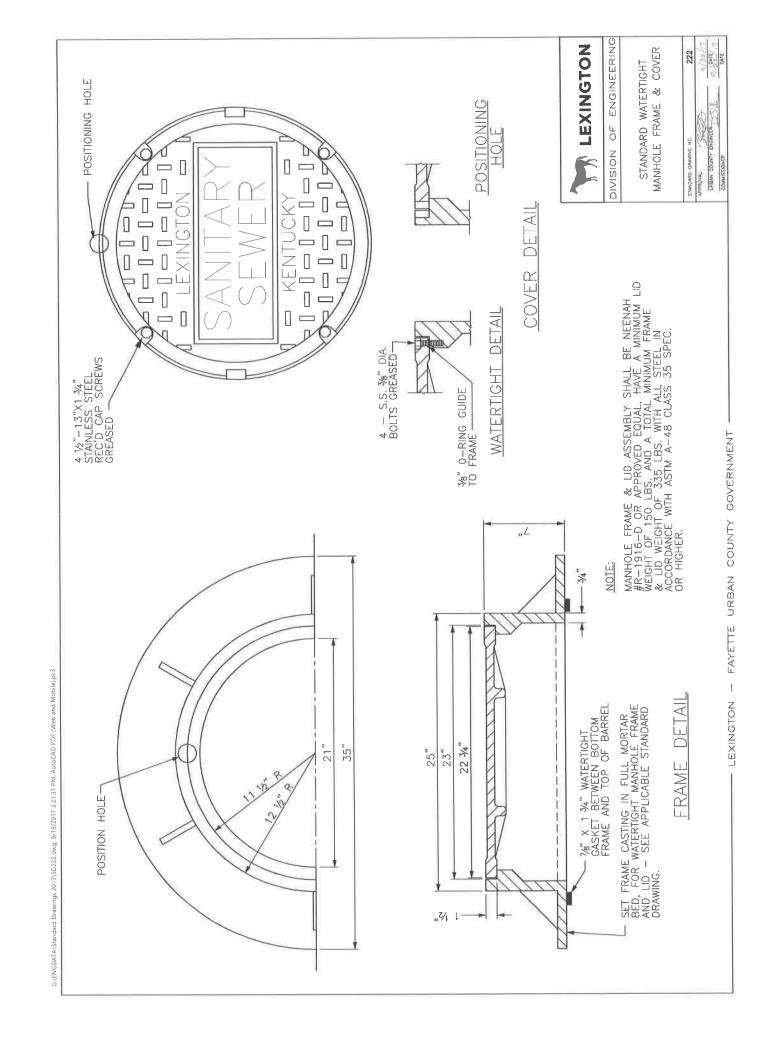


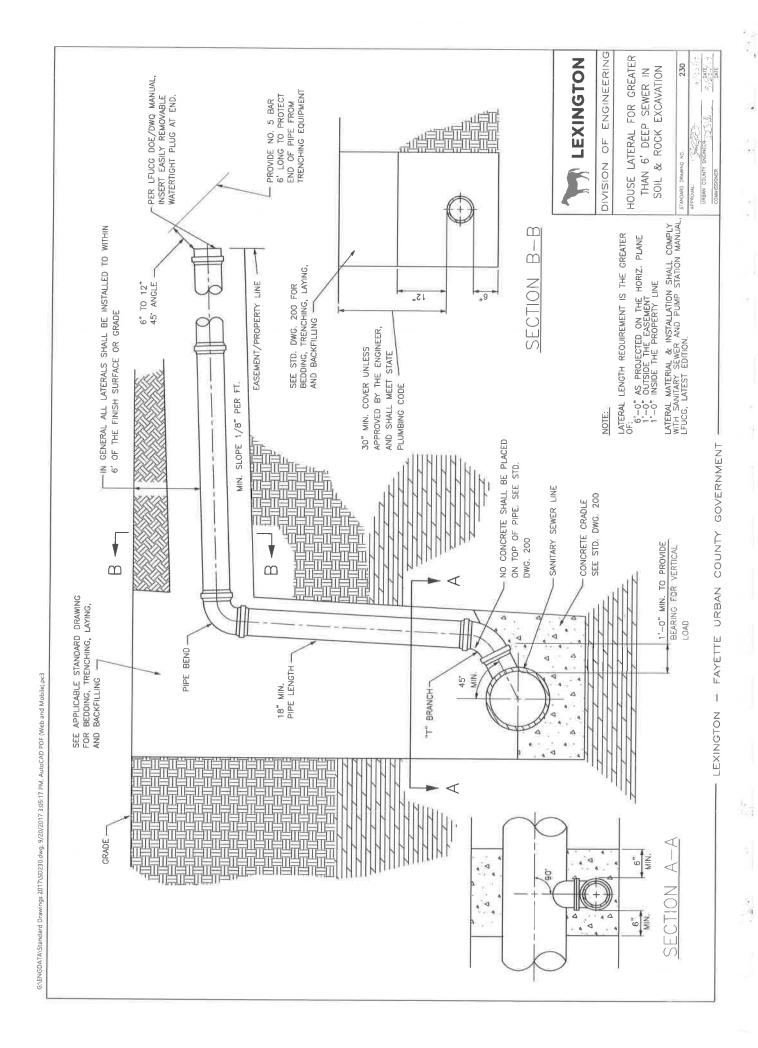
DIVISION OF ENGINEERING

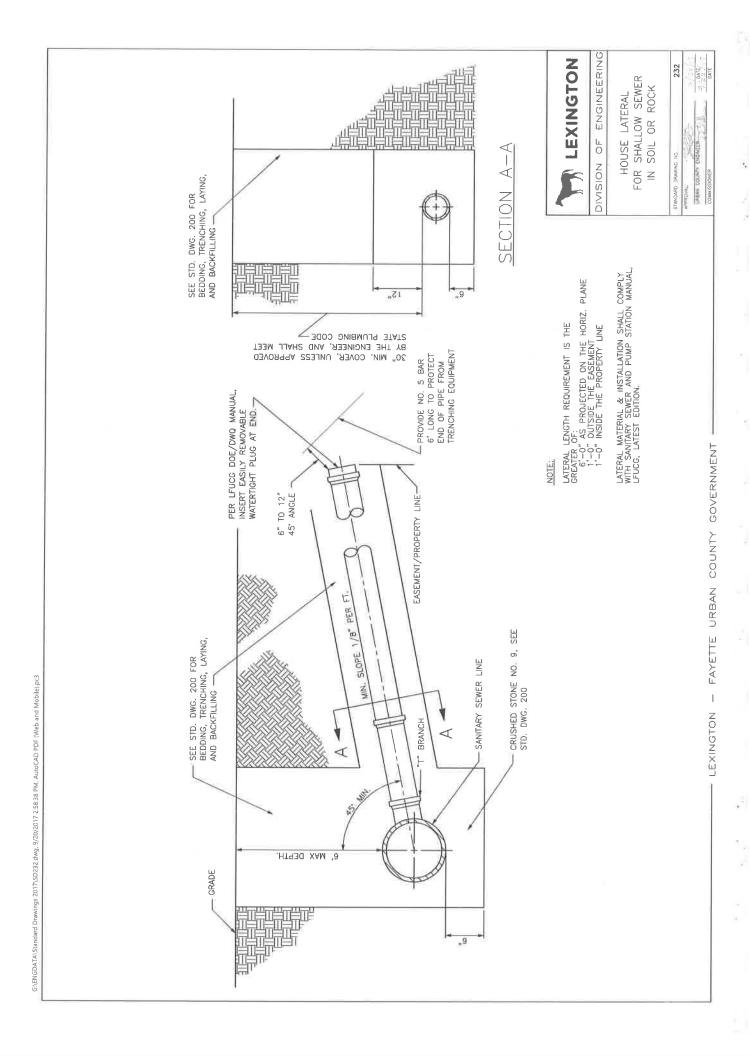
MANHOLE SIZE STANDARDS AND GENERAL NOTES FOR DEEP MANHOLES STANDARD DRAWING NO. 21/2; COMMISSIONER COUNTY ENGINEER COMMISSIONER C

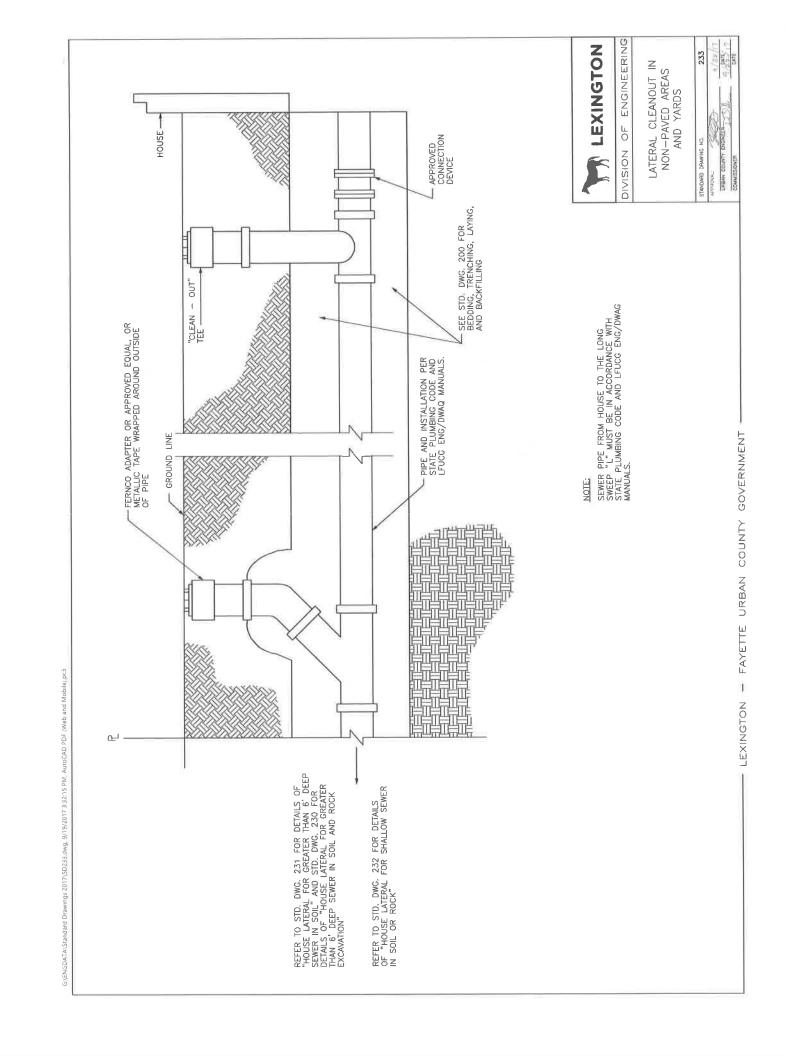


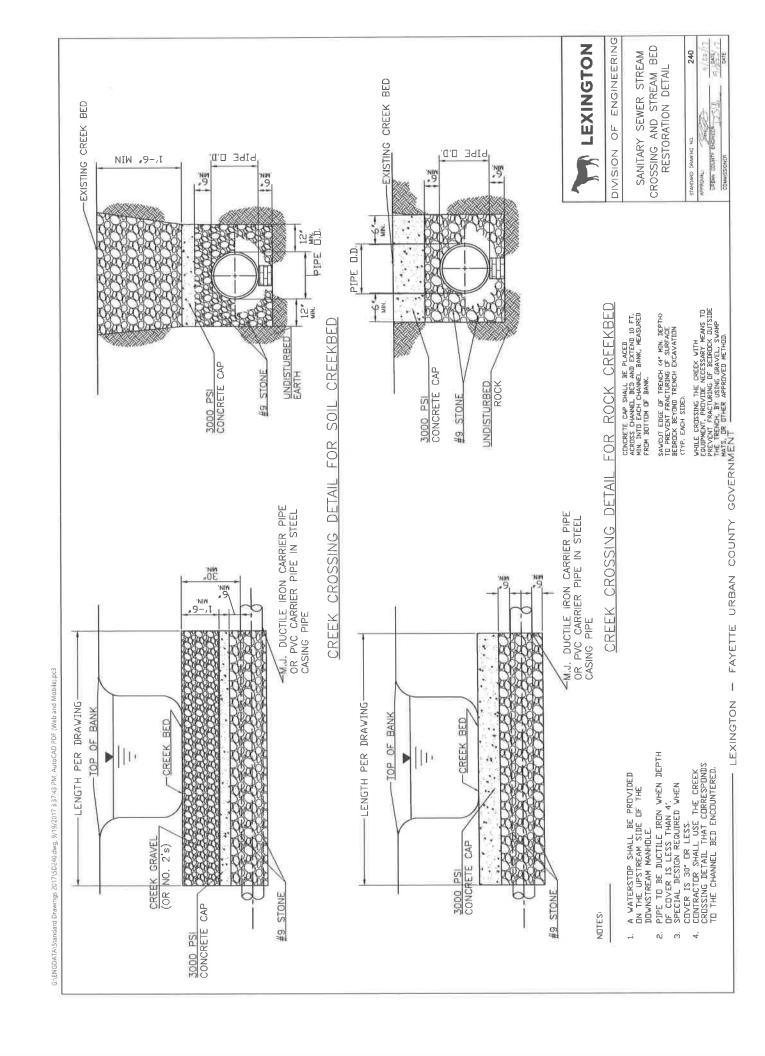


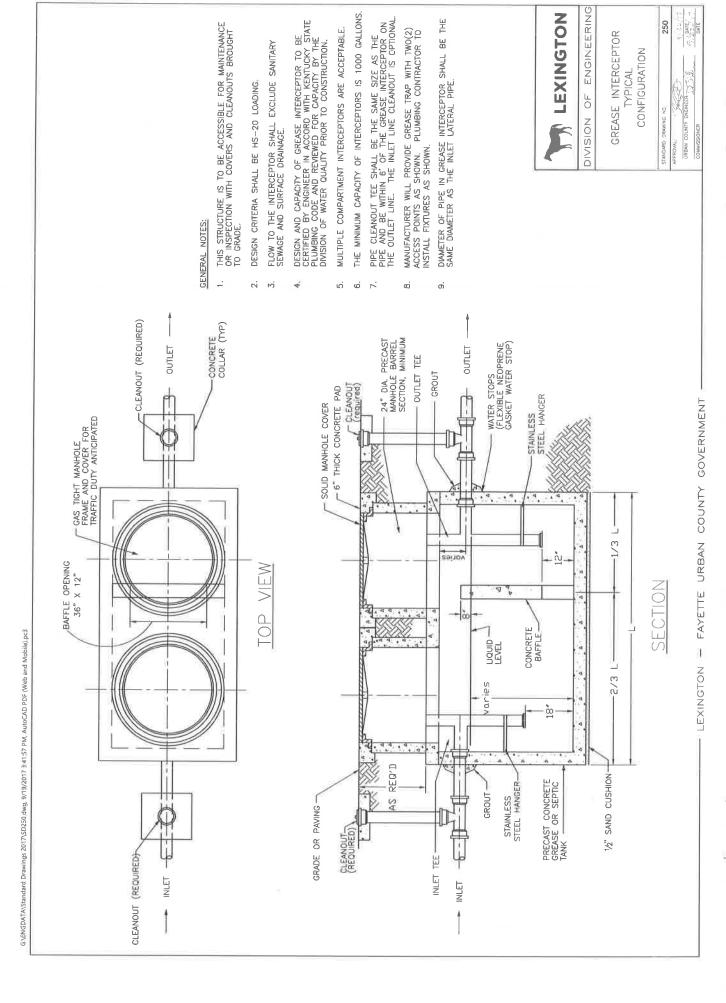


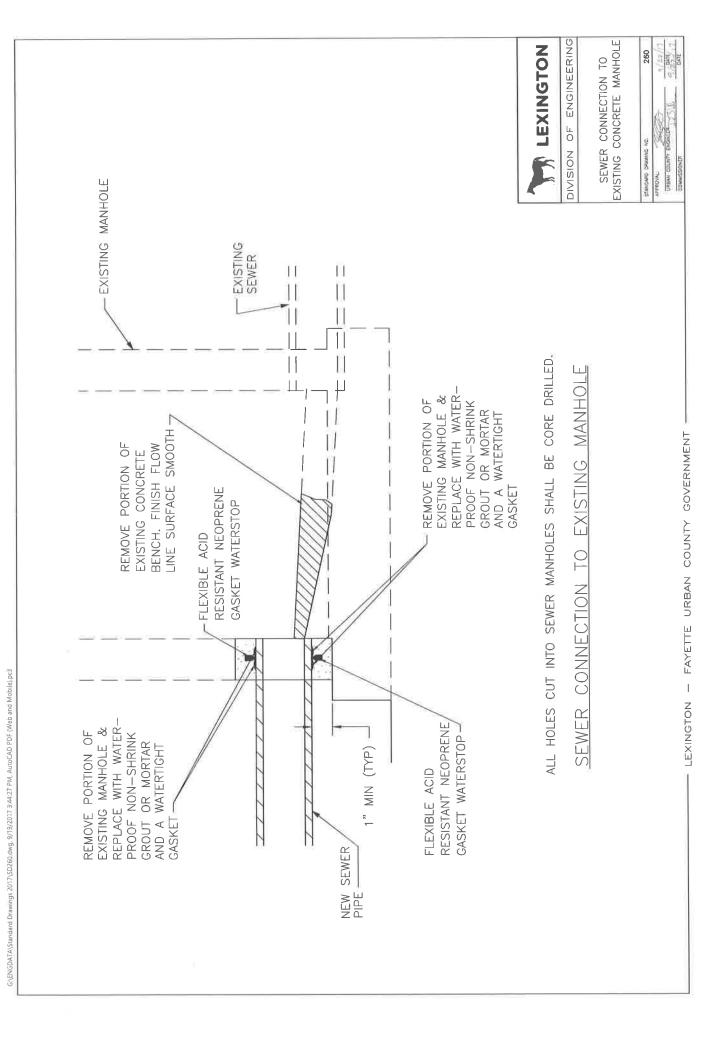


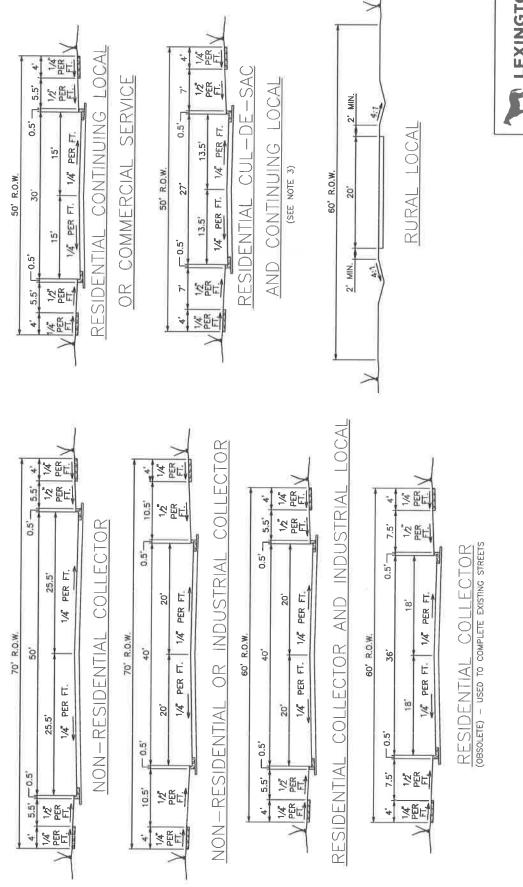












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*** PENDING LAND SUBDIVISION REGULATIONS UPDATE***

THE APPLICATIONS AND USES OF THE ABOVE TYPICAL SECTIONS SHALL BE IN ACCORDANCE WITH THE L.F.U.C.G. LAND SUBDIVISION REGULATIONS, ARTICLE 6.

PARKING RESTRICTED TO ONE SIDE OF ROADWAY.

1. SLOPES AND DRAINAGE DITCHES OUTSIDE THE R.O.W. SHALL BE APPROVED BY THE ENGINEER.

LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

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- LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT

3. FULL DEPTH EXPANSION JOINTS SHALL BE CONSTRUCTED AT ALL BREAKS IN ALIGNMENT, AT CONTACT WITH NEW OR EXISTING CONCRETE, AT ALL DRAINAGE INLETS, AT THE BEGINING AND ENDING POR SIGNAND SPACING FOR SLIP FORM APPLICATION AND 30° MAXIMUM SPACING FOR HAND PLACED.

SAWED CONTRACTION JOINTS SHALL BE CONSTRUCTED EVERY 20 FEET, WITH A MIN. DEPTH OF 3", IN ACCORDANCE WITH KDOT STANDARD SPECIFICATION.

1. CONCRETE SHALL BE KDOT CLASS "A"

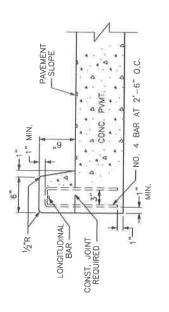
NOTES:

4. ALL CONCRETE SHALL BE CURED WITH WHITE PIGMENTED WEMBRANE FORMING COMPOUND (AASHTO M 148, TYPE 2).

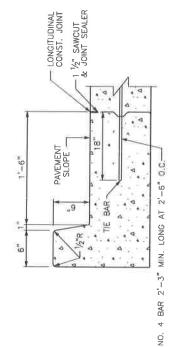
LEXINGTON

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GUTTER ઝ CURB 301 UPBAN COUNTY ENGINEER STANDARD CRAWING NO.



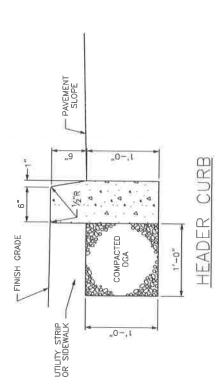
INTEGRAL CURB. TYPE 1

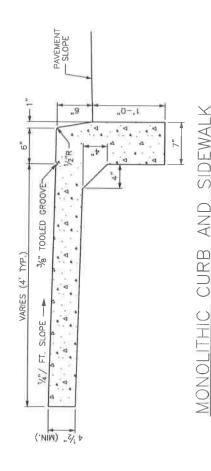


INTEGRAL CURB, TYPE

NOTES:

- 1. CONCRETE SHALL BE KDOT CLASS "A".
- 2. SAWED CONTRACTION JOINTS SHALL BE CONSTRUCTED EVERY 20 FEET, 3" MINIMUM DEPTH.
- 3. THE CONTRACTOR HAS THE OPTION OF CONSTRUCTING THE STANDARD INTEGRAL CURB AS DETAILED IN EITHER TYPE 1 OR 2. IF TYPE 2 IS CHOSEN A LONGITUDINAL CONSTRUCTION JOINT SHALL BE REQUIRED AND THE REMAINING PAVEMENT AND CURB SHALL BE CONSTRUCTED MONOLITHIC WITHOUT A HORIZONTAL CONSTRUCTION JOINT AND ACCOMPANYING REINFORCING STEEL (TYPE 1).





- 4. FULL DEPTH EXPANSION JOINTS SHALL BE CONSTRUCTED AT ALL BREAKS IN ALIGNMENT, AT ALL DRAINAGE INLETS AND AT THE BEGINNING AND ENDING POINTS OF CURVES.
- 5. ALL CONCRETE, EXCEPT BONDING SURFACES, SHALL BE CURED WITH WHITE PIGMENTED MEMBRANE FORMING COMPOUND (AASHTO M 148, TYPE 2).



DIVISION OF ENGINEERING

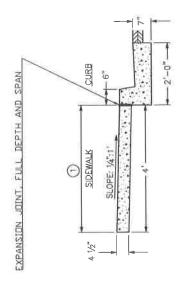
INTEGRAL CURB,
HEADER CURB,
MONOLITHIC CURB
& SIDEWALK

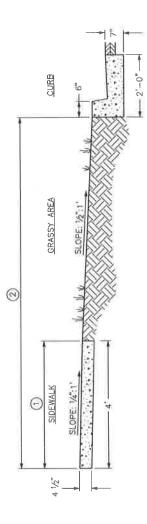
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GUTTER AND SIDEWALK/CURB WITH GRASS UT

CONCRETE SIDEWALKS AND WALKWAYS SHALL BE CONSTRUCTED ON A THOROUGHLY COMPACTED SUB—GRADE AND SHALL BE FOUR AND ONE HALF (4 1/₂) INCHES IN THICKNESS AND A MINIMUM WIDTH OF FOUR (4) FEET. CONCRETE SHALL MET THE REQUIREMENTS FOR CLASS "A" AND SHALL BE COATED WITH WHITE PICMENTED CURING COMPOUND TYPE 2, ALL AS SPECIFIED IN KYTC SPECIFICATION, SECTION 823.02.

GUTTER

SIDEWALK/CURB AND

- FULL DEPTH EXPANSION JOINTS SHALL BE PLACED AT CONTACT WITH NEW OR EXISTING CONCRETE, EXISTING CONCRETE, AT ABUTTING RIGID STRUCTURES OR FEATURES SUCH AS BUILDINGS, DRIVEWAYS, UTILITY POLES RE HYDRANTS, ECT, AND NOT TO EXCEED 200 MAXIMUM SPACING FOR SUP FORM APPLICATION AND 32 FOR HAND PLACED. EXPANSION MATERIAL SHALL BE 1/2" ASPHALTIC MATERIAL OR APPROVED EQUAL METING KYTC 807.04.03. 5
- CONTROL JOINTS SHALL BE PLACED AT INTERVALS EQUILAVENT TO THE SIDEWALK WIDTH, WITH A DEPTH OF 1/4 THE SIDEWALK THICKNESS. m
- THE SIDEWALKS SHALL BE PLACED ADJACENT TO THE STREET RIGHT—OF—WAY LINE. SLOPE TOWARD CURB SHALL BE ONE GLARTER (14,) OF AN INCH TO THE FOOT. CONSTRUCTION IN EXISTING NEIGHBORHOODS SHALL REQUIRE THE CONTRACTOR TO MATCH EXISTING GRADE AND SIDEWALK WIDTH UNLESS SPECIFIED OTHERWISE BY THE DIVISION OF ENGINEERING.
- SIDEWALK REPAIR FOR ANY CUTS MADE FOR UTILITY WORK REPLACEMENT SHALL BE FULL PANEL MATCHING THE ORIGINAL DIMENSIONS. ŝ

SHEET NOTES:

- $\underline{\circ}$ NORMAL SIDEWALK WIDTH SHALL BE 4' UNLESS CHANGE AUTHORIZED BY URBAN COUNTY ENGINEER'S OFFICE. 0
- DISTANCE WILL VARY WITH ROAD CROSS-SECTION. (7)

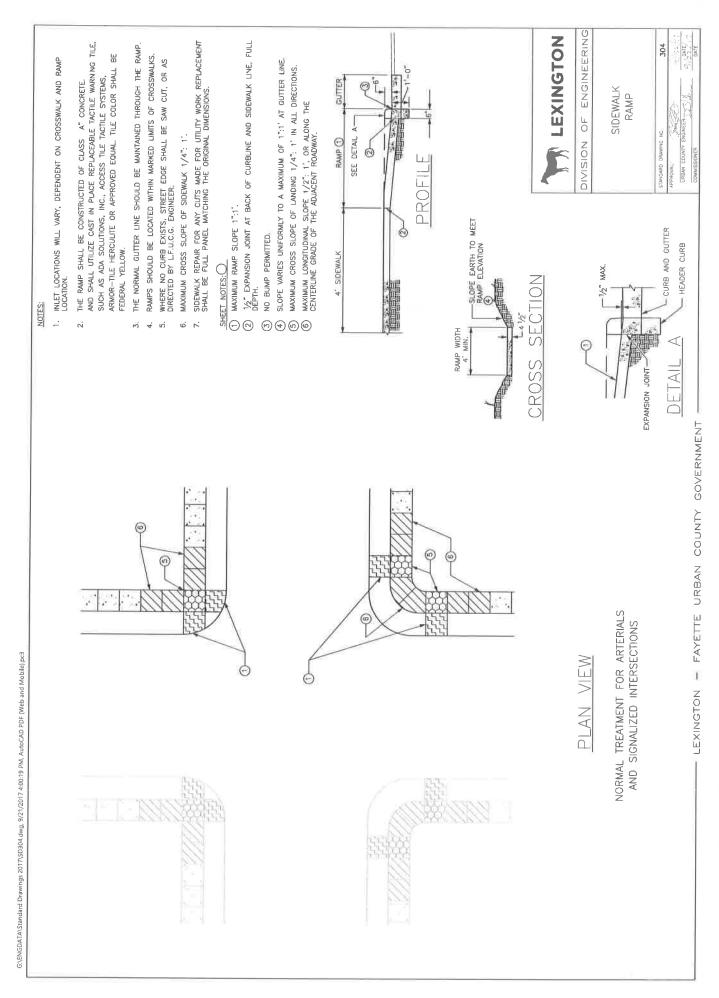
LEXINGTON

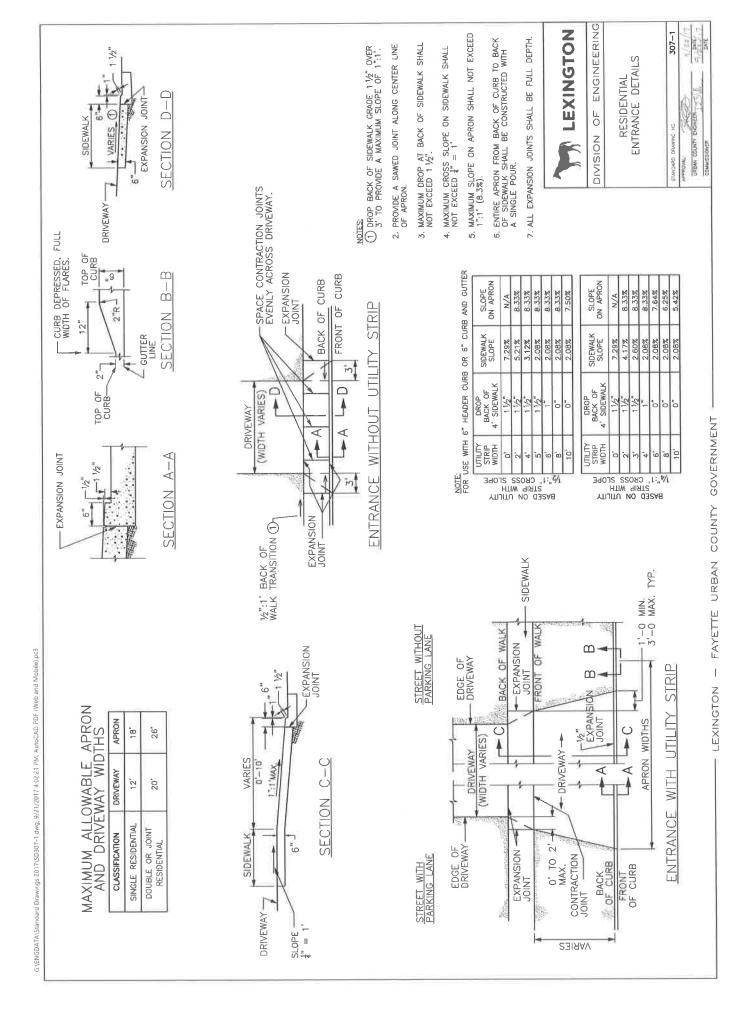
DIVISION OF ENGINEERING SIDEWALK CONSTRUCTION

SPECIFICATIONS

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LEXINGTON = FAYETTE URBAN COUNTY GOVERNMENT

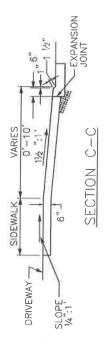




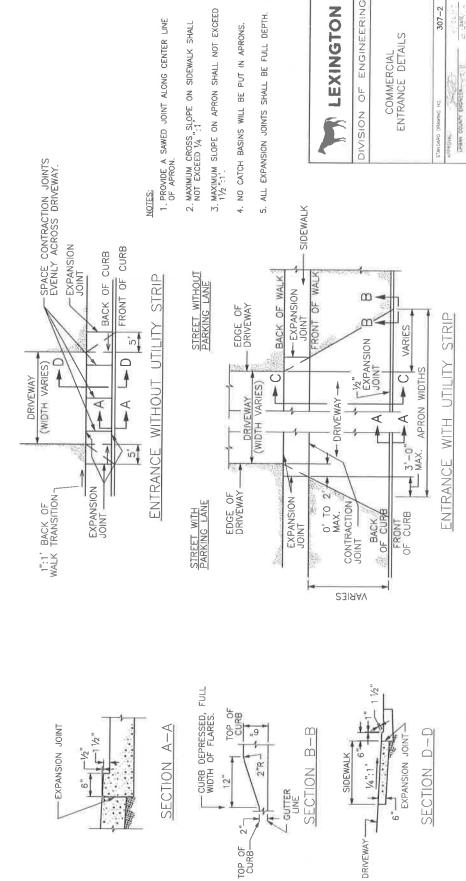


MAXIMUM ALLOWABLE APRON AND DRIVEWAY WIDTHS

CLASSIFICATION	DRIVEWAY	STANDARD APRON	ALTERNATE APRON
NON-RESIDENTIAL	30.	5' STRAIGHT FLARE=40' CURB CUT 10' RADIAL FLARE=50' CURB CUT	10' RADIAL FLARE=50' CURB CUT
COMMERCIAL LOADING	30,	15' STRAIGHT FLARE=60' CURB CUT 20' RADIAL FLARE=70' CURB CUT	20' RADIAL FLARE=70' CURB CUT
INDUSTRIAL	40,	20' STRAIGHT FLARE=80' CURB CUT 25' RADIAL FLARE=90' CURB CUT	25' RADIAL FLARE=90' CURB CUT



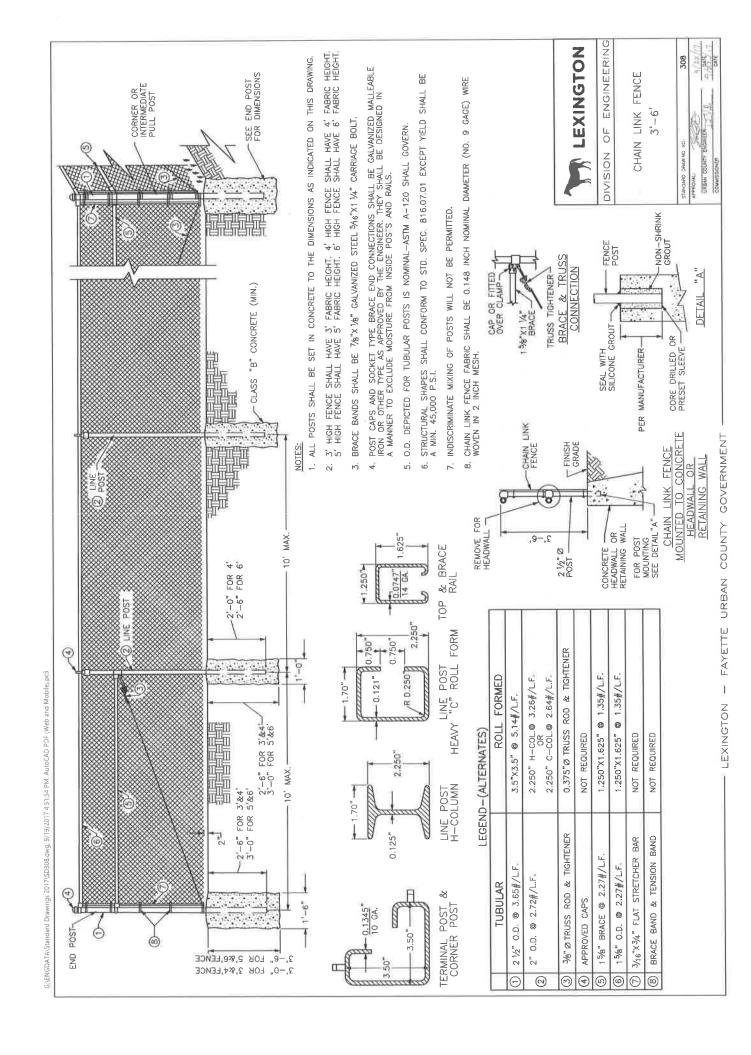
FRONT OF SIDEWALK ELEVATION DETERMINED BY ADDING 1/2 ": 1' ACROSS UTILITY STRIP FROM TOP OF CURB. IF COMING OFF 11/2" LIP ADD ANOTHER 41/2" TO DETERMINE ELEVATION AT FRONT OF SIDEWALK.

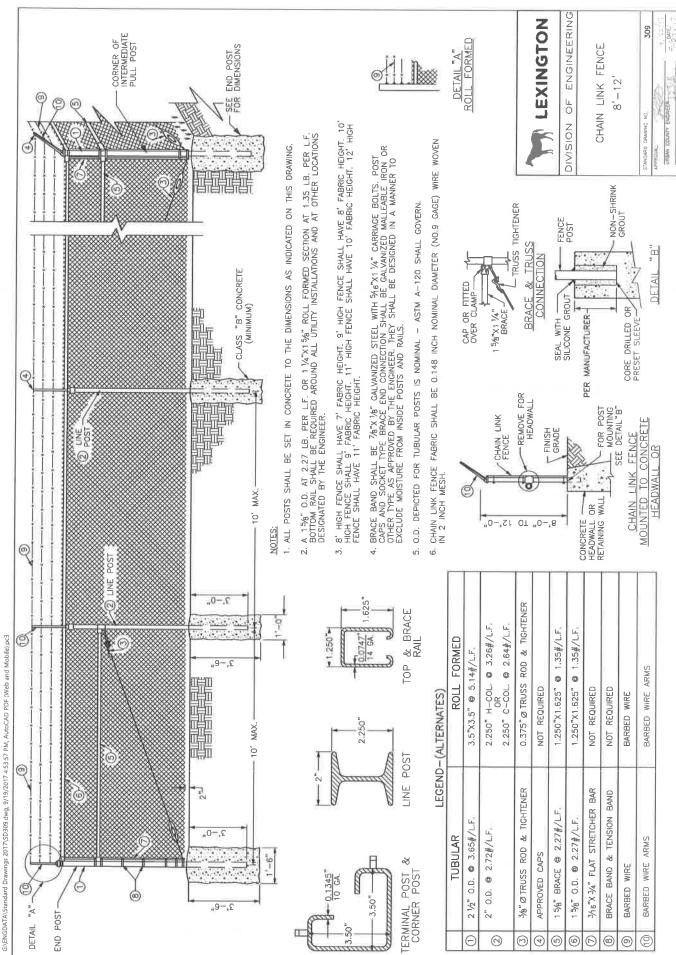


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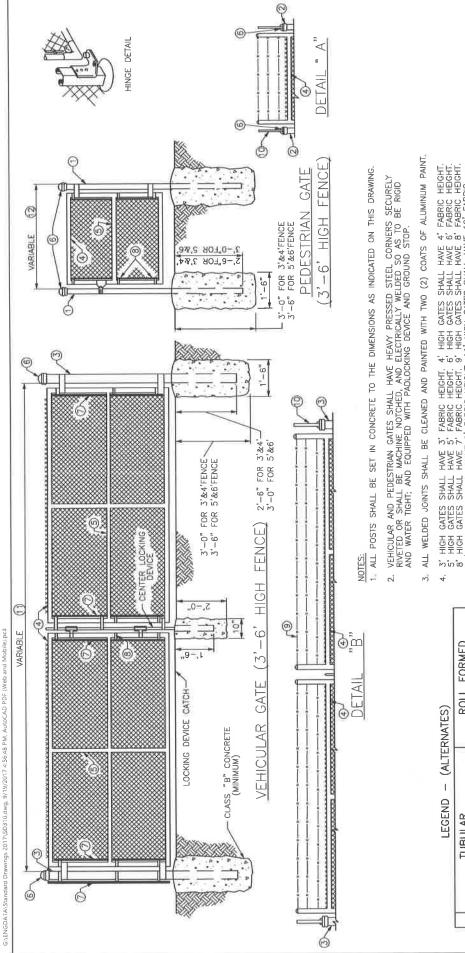
COMMERCIAL ENTRANCE DETAILS

LEXINGTON





LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT



3' HIGH GATES SHALL HAVE 3' FABRIC HEIGHT. 4' HIGH GATES SHALL HAVE 4' FABRIC HEIGHT. 5' HIGH GATES SHALL HAVE 5' FABRIC HEIGHT. 6' HIGH GATES SHALL HAVE 6' FABRIC HEIGHT. 10' HIGH GATES SHALL HAVE 7' FABRIC HEIGHT. 11' HIGH GATES SHALL HAVE 9' FABRIC HEIGHT. 11' HIGH GATES SHALL HAVE 9' FABRIC HEIGHT. 11' HIGH GATES SHALL HAVE 10' FABRIC HEIGHT. 11' FIGH GATES SHALL HAVE 10' FABRIC HEIGHT.

SEE DETAIL "A" FOR BARBED WIRE INSTALLATION ON 8' TO 12' HIGH PEDESTRIAN GATES. ů.

6. SEE DETAIL "B" FOR BARBED WIRE INSTALLATION ON 8' TO 12' HIGH VEHICULAR GATES.

THE CONTRACTOR IS NOT TO ORDER CATES UNTIL THEIR NECESSITY AND LOCATION HAVE BEEN CERTIFIED BY THE ENGINEER.

O.D. DEPICTED FOR TUBULAR POSTS IS NOMINAL - ASTM A-120 SHALL GOVERN. œ

CHAIN LINK FENCE FABRIC SHALL BE 0.148 INCH NOMINAL DIAMETER (NO.9 GAGE) WIRE WOVEN 2 INCH MESH. 6

6' TO 13' WIDTH FOR SINGLE GATE OR 12' TO 26' WIDTH FOR DOUBLE GATE.

(2)

TO 6' WIDTH

LEXINGTON

ENGINEERING DIVISION OF

	10000
310	STANDARD DRAWING NO.

CHAIN LINK GATE

