

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

(Seal)

Lexington-Fayette Urban County Government.
Lexington, Kentucky

(Owner)

ATTEST:

[Signature]
Clerk of the Urban County Council

BY:

[Signature]

(Mayor)

[Signature]
(Witness)

(Title)

Gooch Construction Inc.

(Contractor)

(Seal)

[Signature]
(Secretary)*

BY:

[Signature]
(Contractor's Signature)

[Signature]
(Witness)

[Signature] - president
(Name / Title)

206 Edgewood Drive, Nicholasville, KY 40356

(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

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

PART VI

CONTRACT AGREEMENT

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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 17th day of March, 2022, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and Gooch Construction Inc., doing business as ~~*(an individual)~~ ~~(a partnership)~~ (a corporation) located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of One Hundred Forty -Two Thousand Eight Hundred Dollars and Zero Cents (\$142,800.00) quoted in the proposal by the CONTRACTOR, dated February 25, 2022, hereby agree to commence and complete the construction described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by Bell Engineering for the **Leestown Road FMC Culvert Replacement** project.

2. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as **ninety (90) days** to final completion. The time shall begin in accordance with the Notice to Proceed provided by OWNER. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT AND CONTRACTOR SHALL BE LIABLE AND RESPONSIBLE FOR DAMAGES SUFFERED BY OWNER AS A RESULT OF THE DELAY CAUSED BY CONTRACTOR.**

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

3. ISSUANCE OF WORK ORDERS

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

4. THE CONTRACT SUM

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

5. PROGRESS PAYMENTS

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

6. ACCEPTANCE AND FINAL PAYMENT

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

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

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

7. THE CONTRACT DOCUMENTS

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

8. EXTRA WORK

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

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

SPECIFICATIONS

SECTION

NO. TITLE PAGES

I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 10
III	Form of Proposal	P 1 thru 39
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 24
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications and Drawings	
X	Appendix	

DRAWINGS

Cover

Sheets 1-6

 **AIA** Document A312™ – 2010

Performance Bond

EACX17900080

CONTRACTOR:
(Name, legal status and address)

Gooch Construction, Inc.
206 Edgewood Dr
Nicholasville, KY 40356

SURETY:
(Name, legal status and principal place of business)

Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577

OWNER:
(Name, legal status and address)

Lexington-Fayette Urban County Government
200 E Main St
Purchasing, Rm 338
Lexington, KY 40507

CONSTRUCTION CONTRACT

Date: March 17, 2022

Amount: One Hundred Forty-Two Thousand Eight Hundred and 00/100 (\$ 142,800.00)

Description:
(Name and location) Leestown Road FMC Culvert Replacement, Lexington, Fayette County, KY

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND


Date: April 6, 2022
(Not earlier than Construction Contract Date)

Amount: One Hundred Forty-Two Thousand Eight Hundred and 00/100 (\$ 142,800.00)

Modifications to this Bond: None See Section 16

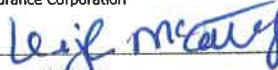
CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Gooch Construction, Inc.

Signature: 
Name: Douglas T. Gooch
and Title: President
(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)
Endurance Assurance Corporation

Signature: 
Name: Leigh McCarthy
and Title: Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Smith Manus
2307 River Road, Suite 200
Louisville, KY 40206
(800) 235-9347

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

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

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

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

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

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

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

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

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

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal 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.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature:

David P. Gosh

Signature: _____

Name and Title:

David P. Gosh

Name and Title: _____

Address

President

Address

206 Edgewood drive Nicholasville, Ky 40356

AIA[®] Document A312[™] – 2010

Payment Bond

EACX179000080

CONTRACTOR:

(Name, legal status and address)

Gooch Construction, Inc.
206 Edgewood Dr
Nicholasville, KY 40356

SURETY:

(Name, legal status and principal place of business)

Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government
200 E Main St
Purchasing, Rm 338
Lexington, KY 40507

CONSTRUCTION CONTRACT

Date: March 17, 2022

Amount: One Hundred Forty-Two Thousand Eight Hundred and 00/100

(\$ 142,800.00)

Description:

(Name and location) Leestown Road FMC Culvert Replacement, Lexington, Fayette County, KY

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: April 6, 2022

(Not earlier than Construction Contract Date)

Amount: One Hundred Forty-Two Thousand Eight Hundred and 00/100

(\$ 142,800.00)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Gooch Construction, Inc.

Signature:

Name

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Doug L. Gooch
Doug L. S. Gooch
PRESIDENT

SURETY

Company: (Corporate Seal)

Endurance Assurance Corporation

Signature:

Name

and Title: Attorney-in-Fact

(Architect, Engineer or other party:)

Leigh McCarthy
Leigh McCarthy



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Smith Manus
2307 River Road, Suite 200
Louisville, KY 40206
(800) 235-9347

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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

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

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

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

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

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Daryl L. Hood

Daryl S. T. Goch

*206 Edgewood drive
Nicholasville Ky 40356*

Signature: _____

Name and Title: _____

Address _____



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

<p>Endurance Assurance Corporation</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 	<p>Lexon Insurance Company</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company</p> <p>By: <i>Richard M Appel</i></p> <p>Richard Appel; SVP & Senior Counsel</p> 
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ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT** ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this *16th* day of *April*, 20*22*

By: *[Signature]*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

DIVISION OF WATER QUALITY

FOR

**LEESTOWN ROAD FMC CULVERT
REPLACEMENT**

Bid No. 11-2022

January 2022

**Prepared by
Bell Engineering
2480 Fortune Drive, Suite 350
Lexington, Kentucky 40509
859-278-5412**

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ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received by the Lexington-Fayette Urban County Government (LFUCG) via Ion Wave (<https://lexingtonky.ionwave.net>) until **2:00 pm**, local time, **Friday, February 25, 2022**, for furnishing all labor and/or materials and performing all work as set forth in the Contract Documents prepared by and for Lexington-Fayette Urban County Government, Division of Water Quality (OWNER). All forms and Contract Documents normally filled out and attached with bid submission shall be downloaded from Lynn Imaging's Planroom and may be viewed on Ion Wave. All notary requirements are waived for this solicitation. A copy of bid bond must be included with submission. Immediately following the scheduled closing time for reception of Bids, all proposals which have been submitted in accordance with the above will be opened electronically and a bid tab sheet will be posted on Ion Wave within approximately 30 mins.

Due to the current environment and recommendations for social distancing, LFUCG will only be accepting bids on-line through Ion Wave for this solicitation. Base bid and alternate totals (if required) should be provided on the appropriate line items tab on Ion Wave. Submissions without line-item totals (if required) may be rejected and deemed non-responsive. THESE INSTRUCTIONS SUPERCEDE ALL OTHER BID SUBMISSION INSTRUCTIONS PROVIDED IN THIS PACKAGE. PLEASE SUBMIT ALL QUESTIONS VIA THE Q&A MODULE ON ION WAVE.

2. DESCRIPTION OF WORK

The project includes providing all construction supervision, labor, materials, tools, test equipment necessary for **Leestown FMC Culvert Replacement**, Lexington-Fayette County, Kentucky.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Plans, Specifications, and Contract Documents may be obtained from the official bid 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. Bids must be submitted through LFUCG's Ion Wave. Plans may also be purchased in digital download format.

Due to current environment and recommendations for social distancing, no Contract Documents may be examined in person.

4. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contracting firms on a **Lump Sum Basis**, for total Project Area. 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.

Bids should be submitted online via Ion Wave.

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 via Ion Wave not later than **2:00 p.m. (local time) Friday, February 25, 2022. Bids will remain sealed until 2:00 p.m. (local time) Friday, February 25, 2022**, the official Bid closure time. Bids received after the scheduled closing time for receipt of Bids will not be considered.

9. RIGHT TO REJECT

The Purchasing Agent for 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), Veteran-Owned Small Businesses (VSOB) 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. The Lexington Fayette Urban County Government also has 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 as well as Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractor(s) who fail to meet such goal 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 goals will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

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

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

12. PRE-BID MEETING

There will be no pre-bid meeting for this project. The last day for questions to be received from bidders will be Wednesday, February 16, 2022, and the last day for Addendums to be sent out will be Tuesday, February 22, 2022. All questions should be directed to Brian Marcum at (859) 258-3320 or BrianM@lexingtonky.gov.

13. CONSENT DECREE REQUIREMENTS

Consent Decree Requirements do not apply to this project.

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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 online through Ion Wave (<https://lexingtonky.ionwave.net>) at the time and in the manner set forth in the Advertisement for Bids, at which time the bids will be opened electronically. 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 ninety (90) 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 OWNER assumes no responsibility for Bids that are not submitted electronically as indicated above. Bids that are not submitted online by the stated time and date will be rejected.

2. PREPARATION OF BID

Each Bid must be submitted on the prescribed digital Bid Form within Ion Wave. All blank spaces for the Bid prices must be filled in or the bid will be considered incomplete. Each Bid must be submitted online via Ion Wave.

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 Architect/Engineer, 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 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 (as outline in section 8.D) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.
- B. Bidders should examine the requirements of section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph 8; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- D. **The Project Site is located on Federal Project. Access to the site will be limited to Wednesday, February 9, 2022, between 10:00 am and 12:00 pm. Contractor MUST contact TJ Taylor, with LFUCG, at 859-425-2458 to schedule a site visit during the defined time slot. Contractor MUST be accompanied by a representative of LFUCG to access the site.**

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

16. AFFIRMATIVE ACTION PLAN

The successful Bidder must submit 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, Kentucky 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 ENGINEER and OWNER, application for such acceptance will not be considered by the ENGINEER and OWNER until after the effective date of the Agreement. The procedure for submission of any such application by the CONTRACTOR and consideration by the ENGINEER and OWNER is set forth in the General Conditions.

19. ALTERNATE BIDS

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

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

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

20. SIGNING OF AGREEMENT

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

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

A. Outreach for MWDBE(s)

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

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

Sherita Miller, Minority Business Enterprise Liaison
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, Minority Business Enterprise Liaison
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 10% minimum MWDBE and 3% minimum veteran goal.

For a list of eligible subcontractors, please contact:

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

PART III

FORM OF PROPOSAL

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PART III

INVITATION TO BID NO. 11-2022

Leestown FMC Culvert Replacement

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: _____

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

This Proposal Submitted by _____

(Name and Address of Bidding Contractor)

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

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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the **Leestown FMC Culvert Replacement** 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.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within NINETY DAYS (90) after being issued the Notice to Proceed by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$400 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

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

2. LEGAL STATUS OF BIDDER

Bidder _____

Date _____

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

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

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

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

3. BIDDERS AFFIDAVIT (LFUCG)

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

1. His/her name is _____ and he/she is the individual submitting the bid or is the authorized representative of _____, the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

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

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."

6. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant)

(Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary]

My commission expires: _____

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.

All pricing must be submitted correctly in Ionwave to reflect the correct total of your bid. Contractors are responsible for this if items are entered incorrectly your bid will be rejected. Please pay close attention to how the units are specified and enter the unit amounts. Ionwave will calculate the totals and the total bid amount. **ALL BIDS MUST BE SUBMITTED IN IONWAVE.**

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.

This Project will be bid as a LUMP SUM. The LFUCG’s decision on the bid amount is final.

The contract, if awarded, will be on the basis of materials and equipment specified in the specifications without consideration of possible substitutes or “or equal” items.

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. Determination of actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

TOTAL LUMP SUM OF ALL BID PRICES FOR the complete construction of the LEESTOWN FMC CULVERT REPLACEMENT, as shown in the plans and specifications. In case of discrepancy, the amount shown in words will govern.

(\$ _____).

In the event of additional quantities authorized by the ENGINEER or OWNER, the CONTRACTOR shall provide unit prices for the following items:

BID ITEM NO.	UNIT DESCRIPTION	APPROX. QTY	UNIT	UNIT PRICE WITH WRITTEN DESCRIPTION	
1.	48-inch Reinforce Concrete Pipe	24	L.F	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
2.	Headwall, complete with Handrails	2	EA	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
3.	Channel Lining on channel and side slope	1950	S.F	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
4.	Full Width Bituminous asphalt surface	10	Ton	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
5.	Concrete base above trench	4	C.Y	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
6.	Traffic Maintenance and Control	1	L.S	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
7.	Construction Staking	1	L.S	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
8.	Bypass Pumping or flow diversion	1	L.S	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
9.	Erosion and Sediment Control	1	L.S	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
10.	Seeding of Disturbed area	1000	S.F	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
11.	KYTC No. 2 Stone	10	TON	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
12.	KYTC DGA Stone	10	TON	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
13.	Mobilization/Demobilization (Setup, Staging, Installation & Maintenance, Security Fencing, Project Bonds, Misc.)	1	L.S	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
14.	Project Sign	1	L.S	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE
15.	Removal and Disposal of Existing pipe and structures	1	L.S	SUBMIT IN IONWAVE ONLY	IONWAVE WILL CALCULATE

Submitted by:

Firm

Address

City, State & Zip

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

Signature of Authorized Company Representative – Title

Representative/s Name (Typed or Printed)

Area Code – Phone –Fax #

E-Mail Address

OFFICIAL ADDRESS:

_____ (Seal if Bid is by Corporation)

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

5. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: _____

2. Permanent Place of Business: _____

3. When Organized: _____

4. Where Incorporated: _____

5. Construction Plant and Equipment Available for this Project:

(Attach Separate Sheet If Necessary)

6. Financial Condition:

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

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

_____ (Surety)

Signed: _____ (Representative of Surety)

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

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

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

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

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

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

11. DBE Participation on current bonded projects under contract:

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

(USE ADDITIONAL SHEETS IF NECESSARY)

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

Respectfully submitted:

(Name of Contracting Firm)

BY: _____

TITLE: _____

DATE _____

6. LIST OF PROPOSED SUBCONTRACTORS

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

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

(Attach additional sheet(s) if necessary.)

LIST OF MATERIALS/ SUPPLIERS

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

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

Item	Brand Name, Manufacturer and/or Supplier
1.	<hr/>
2.	<hr/>

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

- 1) 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.

- 2) 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 MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs 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 MWDBE 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

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

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

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, 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 defined 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.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

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@nwvoc.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

Company Representative

Date

Title



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

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

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

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

 Company

 Company Representative

Date _____

Title _____



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDDBE 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.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

--	--	--	--	--	--	--	--

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

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

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

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

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

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

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

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

1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State _____ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky _____. Check the statement applicable.
6. This offer is for 90 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

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

10. EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- * Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- * Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- * Section 503 of the Rehabilitation Act of 1973 States:
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- * Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- * Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

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

Bidders

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

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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities – Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

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

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

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

12. WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____

(Name and Title)

Date: ____/____/____

Revised 2015-Dec-15

13. EVIDENCE OF INSURABILITY

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

Names Insured: _____ Employee ID: _____

Address: _____ Phone: _____

Project to be insured: _____

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

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

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

Agency or Brokerage _____ Name of Authorized Representative _____

Street Address _____ Title _____

City _____ State _____ Zip _____ Authorized Signature _____

Telephone Number _____ Date _____

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

14. DEBARRED FIRMS

PROJECT NAME: _____

BID NUMBER: _____

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

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

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

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

Name of Firm Submitting Bid

Signature of Authorized Official

Title

Date

15. DEBARMENT CERTIFICATION

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

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

Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;

- a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: _____

Project: _____

Printed Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

END OF SECTION

PART IV

GENERAL CONDITIONS

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END OF SECTION

PART IV
GENERAL CONDITIONS

1. DEFINITIONS

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

1.1 Addenda

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

1.2 Agreement

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

1.3 Application for Payment

The form accepted by ENGINEER 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 ENGINEER, 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 ENGINEER'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 ENGINEER 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 ENGINEER

The Lexington-Fayette Urban County Government Division of Water Quality or its authorized representative.

1.17 Field Order

A documented order issued by ENGINEER 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 of the ENGINEER 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 (if applicable)

As laid out in the Contract Documents.

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 ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER 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 ENGINEER and OWNER for review:

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

2.6.2 a preliminary schedule of Shop Drawing submissions; and

2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an

appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

2.7 Preconstruction Conference

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, CONSTRUCTION MANAGEMENT, ENGINEER, 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; and (5) The establishment of procedures for effectively implementing the LFUCG's 10% minimum DBE goals.

2.8 Finalizing Schedules

If desired by ENGINEER or OWNER, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CONSTRUCTION MANAGEMENT, ENGINEER, 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 ENGINEER and OWNER as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER nor OWNER 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 ENGINEER and OWNER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER and OWNER 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 ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'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 ENGINEER 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 ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER 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 ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

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

4.2.3 Report of Differing Conditions
If CONTRACTOR believes that:

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

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

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

4.2.4 ENGINEER'S Review

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

4.2.5 Possible Document Change

If ENGINEER 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 ENGINEER by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

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

4.2.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data; for locating all underground facilities shown or indicated in the Contract Documents; for coordination of

the Work with the owners of such underground facilities during construction; and for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER 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 ENGINEER'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 ENGINEER 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 ENGINEER and the general public. 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 ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor

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

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 and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.

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 ENGINEER, 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 ENGINEER, or any of ENGINEER'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 ENGINEER of all such instances at least five (5) days in advance of receiving the proposals. The Engineer 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 ENGINEER 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/ENGINEER if sufficient information is submitted by CONTRACTOR to allow OWNER/ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/ENGINEER will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/ENGINEER 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/ENGINEER 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/ENGINEER in evaluating the proposed substitute. OWNER/ENGINEER 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/ENGINEER, if CONTRACTOR submits sufficient information to allow OWNER/ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by OWNER/ENGINEER will be similar to that provided in paragraph 5.7.1 as applied by OWNER/ENGINEER.

5.7.3 OWNER/ENGINEER'S Approval

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

OWNER/ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/ENGINEER and OWNER/ENGINEER'S consultants for evaluating each proposed substitute.

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to ENGINEER

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER 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 ENGINEER and if CONTRACTOR has submitted a list thereof, OWNER'S or ENGINEER'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 ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER 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 Engineer 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 ENGINEER 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 ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

5.8.4 Division of Specifications

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

5.8.5 Agreement Between Contractor and Subcontractors

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

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 ENGINEER 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 ENGINEER 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 ENGINEER, 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.

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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER to review the information as required.

5.15.2 Sample Submittals

CONTRACTOR shall also submit to ENGINEER 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 ENGINEER 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 ENGINEER for review and approval of each such variation.

5.15.5 ENGINEER'S Approval

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

5.15.6 Responsibility for Errors and Omissions

ENGINEER'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 ENGINEER'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and ENGINEER 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 ENGINEER 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 ENGINEER'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:

- * That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site;
- * That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and
- * 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 ENGINEER 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 ENGINEER 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 ENGINEER or CONSTRUCTION MANAGEMENT.

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 ENGINEER 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. ENGINEER'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

Construction Management will be OWNER'S representative during the construction period. Construction Management shall oversee all Construction with full authority to make changes if required.

8.2 Visits to Site

ENGINEER 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. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward assisting Construction Management with any issues encountered during the Projects Construction while 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, ENGINEER will keep Owner informed by means of Construction Reports of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Project Representation

Construction Management shall provide an Inspector who shall be Owners representative for all aspects of Construction and Final Restoration.

8.4 Clarifications and Interpretations

ENGINEER 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 ENGINEER 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

ENGINEER may request Construction Management to 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 Engineer consulting with Construction Managements Inspector. Construction Management may authorize work not included in Contract Price and shall have full control over Contract time extensions if needed.

8.6 Rejecting Defective Work

ENGINEER and Construction Management will have authority to disapprove or reject Work which is believed 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 ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 5.15.1 through 5.16 inclusive.

8.8 Change Orders

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

8.9 Payments

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

8.10 Determinations for Unit Prices

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

ENGINEER will review with CONTRACTOR ENGINEER'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

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

8.12 Limitations on Engineer's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

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

ENGINEER and Construction Management will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER nor Construction Management will 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

Construction Management and ENGINEER 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, Construction Management may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order. Upon receipt of such notice, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.2 Claims

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

9.3 Work Not in Contract Documents

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

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

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

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

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

10.3 Value of Work

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

10.3.1 Unit Prices

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

10.3.2 Lump Sum

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

10.3.3 Cost Plus Fee

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

10.4 Cost of the Work

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

10.4.1 Payroll Costs

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

10.4.2 Materials and Equipment Costs

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

10.4.3 Subcontractor Costs

Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, 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 ENGINEER, 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 ENGINEER 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 ENGINEER, 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 ENGINEER 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 ENGINEER 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 CONSTRUCTION MANAGEMENT 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 CONSTRUCTION MANAGEMENT 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 CONSTRUCTION MANAGEMENT and ENGINEER 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 ENGINEER 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

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

12.3.2 Requirements and Responsibilities

Construction Management and/or the ENGINEER 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 ENGINEER 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 ENGINEER.

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

12.3.5 CONTRACTOR'S Obligation

Neither observations by CONSTRUCTION MANAGEMENT and/or ENGINEER 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 ENGINEER or OWNER, 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 ENGINEER or OWNER, 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 ENGINEER 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 ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER 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 ENGINEER, 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 ENGINEER. 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 CONSTRUCTION MANAGEMENT and ENGINEER 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 (60) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by ENGINEER. 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 CONSTRUCTION MANAGEMENT and/or the Engineer 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 CONSTRUCTION MANAGEMENT's discretion. All remaining retainage held will be included in the final payment to the Contractor.

13.3 CONTRACTOR'S Warranty of Title

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

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

CONSTRUCTION MANAGEMENT will, after receipt of each Application for Payment, either approve for payment the Application or return the Application to CONTRACTOR indicating in writing OWNERS reasons for refusing payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

13.4.2 ENGINEER'S Recommendation

ENGINEER after review may refuse to recommend the whole or any part of any payment, if, in ENGINEER'S opinion, it would be incorrect to make such representations to OWNER. ENGINEER 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 ENGINEER'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 ENGINEER'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, CONSTRUCTION MANAGEMENT and ENGINEER 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 CONSTRUCTION MANAGEMENT and the ENGINEER 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 ENGINEER 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 ENGINEER'S Approval

If, on the basis of ENGINEER'S and CONSTRUCTION MANAGEMENT'S observation of the Work during construction and final inspection, CONSTRUCTION MANAGEMENT and ENGINEER is

satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, CONSTRUCTION MANAGEMENT will, after receipt of the final Application for Payment, approve payment. Thereupon CONSTRUCTION MANAGEMENT will give written notice to ENGINEER and CONTRACTOR that the Work is acceptable, subject to the provisions of paragraph 13.10. Otherwise, CONSTRUCTION MANAGEMENT will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

13.8.2 Delay in Completion of Work

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, 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 CONSTRUCTION MANAGEMENT and ENGINEER 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 ENGINEER, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

13.10.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will

not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

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

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER 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 ENGINEER, CONSTRUCTION MANAGEMENT, 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 ENGINEER 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 ENGINEER 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 ENGINEER, 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 ENGINEER 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 ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

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

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

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

15.2.2 That it is an unlawful practice for an employer:

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

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

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

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

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

15.3 Temporary Street Closing or Blockage

The CONTRACTOR will notify CONSTRUCTION MANAGEMENT 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 ENGINEER 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 ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

15.7 Debris Disposal

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

END OF SECTION

PART V
SPECIAL CONDITIONS
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1. BLASTING

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

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

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

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

2. RISK MANAGEMENT PROVISIONS, INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this agreement.
- (5) The work and services performed hereunder involve a CONSENT DECREE as further explained in Part 1-Advertisement for Bids, provision 13. These provisions are incorporated herein by reference as if expressly stated.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

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

- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.
- h. Owner requests that the Bidder obtain an Umbrella Liability endorsement to the CGL policy for a limit of liability of \$ NA and that this CGL policy endorsement be renewed for one (1) year after completion of this project.

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 ensure compliance with these Insurance Requirements.

DEFAULT

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

3. WAGE SCALES

Insert if applicable.

4. WEATHER RELATED DELAYS

- A. The Project Completion date shall be established with the understanding that no extension of time will be granted for weather related delays that are within the average temperature or number of rain or snow days within a particular month. The average weather conditions shall be established by referencing the records of the National Oceanic and Atmospheric Administration (NOAA) and as defined herein.
- B. Extensions of inclement weather shall be granted only when the work affected must be on schedule at the time of delay. No time will be granted for work which is behind schedule in excess of the actual delay caused by the weather, assuming the work had been on schedule.
- C. Time granted for weather delays shall be requested on a monthly basis.
- D. The weather experienced at the project site during the contract period must be found to be unusually severe, that is more severe than the adverse weather anticipated for the project location during any given month. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

E. The anticipated adverse weather delays shall be based on the National Oceanic and Atmospheric Administration (NOAA) climatology ten-year average for the Lexington Bluegrass Airport KY US location. The Mean Number of Days of daily precipitation using ≥ 0.10 will determine the base line for monthly anticipated adverse weather evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record the occurrence of actual adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the contractor's scheduled work date. The number of actual adverse weather delay days shall be calculated chronologically from the first to the last day of each month, and be recorded as full days. The number of actual adverse weather days greater than the number of anticipated adverse weather days, listed above, shall be the number of unusually severe weather days for the purposes of any contract extensions (actual adverse weather days - anticipated adverse weather days = unusually severe weather days.)

F. Definitions:

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

END OF SECTION

PART VI

CONTRACT AGREEMENT

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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 20____, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and _____, doing business as *(an individual) (a partnership) (a corporation) located in the City of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of _____ Dollars and _____ Cents (\$ _____) quoted in the proposal by the CONTRACTOR, dated _____, hereby agree to commence and complete the construction described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by Bell Engineering for the Leestown Road FMC Culvert Replacement project.

2. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as **ninety (90) days** to final completion. The time shall begin in accordance with the Notice to Proceed provided by OWNER. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT AND CONTRACTOR SHALL BE LIABLE AND RESPONSIBLE FOR DAMAGES SUFFERED BY OWNER AS A RESULT OF THE DELAY CAUSED BY CONTRACTOR.**

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

3. ISSUANCE OF WORK ORDERS

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

4. THE CONTRACT SUM

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

5. PROGRESS PAYMENTS

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

6. ACCEPTANCE AND FINAL PAYMENT

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

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

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

7. THE CONTRACT DOCUMENTS

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

8. EXTRA WORK

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

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

SPECIFICATIONS

SECTION NO.	TITLE	PAGES
I	Advertisement for Bids	AB 1 thru 5
II	Information for Bidders	IB 1 thru 10
III	Form of Proposal	P 1 thru 39
IV	General Conditions	GC 1 thru 52
V	Special Conditions	SC 1 thru 24
VI	Contract Agreement	CA 1 thru 5
VII	Performance and Payment Bonds	PB 1 thru 7
VIII	Addenda	AD 1 thru 1
IX	Technical Specifications and Drawings	
X	Appendix	

DRAWINGS

Cover
Sheets 1-6

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

(Seal)

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

ATTEST:

Clerk of the Urban County Council

BY: _____
MAYOR

(Witness)

(Title)

(Seal)

(Contractor)

(Secretary)*

BY: _____

(Witness)

(Title)

(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

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

PART VII

BONDS AND CERTIFICATES

- 1.01 PERFORMANCE BOND**
- 1.02 PAYMENT BOND**
- 1.03 EROSION AND SEDIMENT CONTROL PERFORMANCE BOND**
- 1.04 WARRANTY BOND**
- 1.05 RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION**
- 1.06 CERTIFICATE OF LIABILITY INSURANCE**

1.02 PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinto 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" in the penal sum of:

_____ dollars (\$ _____),
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 an Agreement (Contract) with OWNER for the
Leestown Road FMC Culvert Replacement, LFUCG Bid No. 11-2022 in accordance with Contract Documents
prepared by Bell Engineering and dated January 2022, which Agreement (Contract) is by reference made a part
hereof, and is hereinafter referred to as the Agreement (Contract).

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and
faithfully perform said Agreement (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 Agreement (Contract), the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Agreement (Contract) in accordance with its terms and conditions or
2. Obtain a Bid or Bids for completing the Agreement (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 an Agreement (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 Agreement (Contract) or Agreements (Contracts) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement (Contract) Amount; 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 Agreement (Contract) Amount", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Agreement (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 one (1) year from the date on which final payment under the Contract falls due.

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

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

which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By: _____ (s)

Address

Witness as to Principal

Address

Surety

ATTEST:

By: _____

Attorney-in-Fact

(Surety) Secretary

Address

(SEAL)

Witness to Surety

Title: _____
Surety

Address

By: _____

Title: _____

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

1.02 PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinto 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" in the penal sum of:

_____ dollars (\$ _____),

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 an Agreement (Contract) with OWNER for the Leestown Road FMC Culvert Replacement, LFUCG Bid No. 11-2022 in accordance with Contract Documents prepared by Bell Engineering and dated January 2022, which Agreement (Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Agreement (Contract), then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor material, or both, used or reasonably required for use in the performance of the Agreement (Contract), labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Agreement (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 Agreement (Contract), it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

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

which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Principal

(Principal) Secretary

By: _____ (s)

Address

Witness as to Principal

Address

ATTEST:

(Surety) Secretary

Surety
By: _____
Attorney-in-Fact

Address

(SEAL)

Witness to Surety

Address

Title: _____
Surety

By: _____

Title: _____

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

1.03 EROSION AND SEDIMENT CONTROL PERFORMANCE BOND

EROSION AND SEDIMENT CONTROL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinto 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" in the penal sum of:

[3% of Total Bid Price] _____ dollars (\$ _____), 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 an Agreement (Contract) with OWNER for the Leestown Road FMC Culvert Replacement, LFUCG Bid No. 11-2022 in accordance with Contract Documents prepared by Bell Engineering and dated January 2022, which Agreement (Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Agreement (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 Agreement (Contract), the OWNER having performed OWNER's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the installation, maintenance, and removal of the soil erosion and sediment controls and final stabilization of the site during the full period of land disturbance in accordance with the Agreement (Contract), the LFUCG Land Disturbance Permit, Chapter 16 Article X Division 5 of the LFUCG Code of Ordinances,

Chapter 11 of the LFUCG Stormwater Manual, and the KPDES General Permit for Stormwater Discharges Associated with Construction Activities (KYR10).

2. Obtain a Bid or Bids for completing the installation, maintenance, and removal of the soil erosion and sediment controls and final stabilization of the site in accordance with the Agreement's (Contract's) 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 an Agreement (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 Agreement (Contract) or Agreements (Contracts) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement (Contract) Amount; 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 Agreement (Contract) Amount", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Agreement (Contract) and any amendments hereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration one (1) year from the date on which final payment under the Agreement (Contract) falls due.

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

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

which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By: _____ (s)

Address

Witness as to Principal

Address

Surety

ATTEST:

By: _____

Attorney-in-Fact

(Surety) Secretary

Address

(SEAL)

Witness to Surety

Title: _____

Surety

Address

By: _____

Title: _____

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

1.04 WARRANTY BOND

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinto 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" in the penal sum of: _____
dollars (\$ _____),

for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. The warranty bond shall be in the amount of five percent (5%) of the final construction cost amount (based on contractor's final pay request).

WHEREAS, Principal by written agreement is entering into an Agreement (Contract) with OWNER for the Leestown Road FMC Culvert Replacement, LFUCG Bid No. 11-2022 in accordance with Contract Documents prepared by Bell Engineering and dated January 2022, which Agreement (Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, if the Principal shall well and faithfully do and perform the required maintenance and shall indemnify and save harmless the OWNER against all claims, loss or damage, and expenses of reconstruction or additional work required to restore the Project to its acceptable condition within a period of one (1) year from the date of acceptance by OWNER of the Project, then this obligation shall be 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.

Any suit under this bond must be instituted before the expiration of one (1) year 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, successors, or assigns of the OWNER.

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

which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By: _____ (s)

Address

Witness as to Principal

Address

Surety

ATTEST:

By: _____
Attorney-in-Fact

(Surety) Secretary

Address

(SEAL)

Witness to Surety

Title: _____
Surety

Address

By: _____

Title: _____

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

POWER OF ATTORNEY

(to be inserted)

1.05 RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

A. DEFINITIONS

The Contractor understands and agrees that the Risk Management Provisions of this Agreement (Contract) define the responsibilities of the Contractor to the Owner.

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

1. "Contractor" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
2. "Owner" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

B. INDEMNIFICATION AND HOLD HARMLESS PROVISION

1. It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
2. Contractor shall indemnify, save, hold harmless and defend the Owner from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Contractor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Contractor; and (b) not caused solely by the active negligence or willful misconduct of the Owner.
3. In the event the Owner is alleged to be liable based upon the above, Contractor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by the Owner, which approval shall not be unreasonably withheld.
4. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement (Contract).
5. The Work and services performed hereunder may involve a Consent Decree as further explained in of Section 00100, provision 1.13 of these specifications. The provisions of that provision are incorporated herein by reference as if expressly stated.
6. Owner is a political subdivision of the Commonwealth of Kentucky. Contractor acknowledges and agrees that the Owner is unable to provide indemnity or otherwise save, hold harmless, or defend the Contractor in any manner.

C. FINANCIAL RESPONSIBILITY

The Contractor understands and agrees that it shall, prior to final acceptance of its Bid and the commencement of any Work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement (Contract).

D. INSURANCE REQUIREMENTS

Bidders' attention is directed to the following insurance requirements, as Bidders must confer with their respective insurance agents, brokers, or carriers to determine in advance of Bid submission the availability of the insurance coverage's and endorsements required herein. If an apparent low Bidder fails to comply strictly with the insurance requirements below, that Bidder shall be disqualified from the award of the Agreement (Contract), at the Owner's discretion.

1. Required Insurance Coverage

Contractor shall procure and maintain for the duration of this Agreement (Contract) the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to Owner in order to protect Owner against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor. The cost of such insurance shall be included in any Bid.

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence \$2 million aggregate, or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	Combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). Owner shall be named as additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by Owner.
- 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 Owner.
- d. The General Liability Policy shall include an Explosion-Collapse Underground (XCU) endorsement.
- e. The General Liability Policy shall include a Pollution Liability and/or Environmental Casualty endorsement unless it is deemed not to apply by Owner.

- f. Owner shall be provided at least thirty (30) days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to Owner and shall be in a form acceptable to Owner. 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.
- h. Owner requires that the Bidder obtain an Umbrella Liability endorsement to the CGL policy for a limit of liability of \$ _____ and that this CGL policy endorsement be renewed for one (1) year after completion of this project.

2. Renewals

After insurance has been approved by Owner, evidence of renewal of an expiring policy must be submitted to Owner, 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.

3. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS 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 BID OPENING 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 Contractor's financial capacity to respond to claims. Any such programs or retentions must provide Owner with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Contractor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, 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 work:

- a. Contractor's latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statement.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of 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.

4. 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 the Owner.

5. Verification of Coverage

Prior to award of bid, Contractor agrees to furnish Owner with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, Contractor shall provide Owner copies of all insurance policies, including all endorsements.

6. Right to Review, Audit and Inspect

Contractor understands and agrees that Owner may review, audit and inspect any and all of Contractor's records and operations to insure compliance with these Insurance Requirements.

7. Contractor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Agreement (Contract). Contractor also agrees that Owner 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 Contractor for any such insurance premiums purchased, or suspending or terminating this Agreement (Contract).

1.06 CERTIFICATE OF LIABILITY INSURANCE

(Insert Contractor's Certificate)

- END OF SECTION -

PART VIII

ADDENDA

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

<u>Addendum Number</u>	<u>Title</u>	<u>Date</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

PART IX

TECHNICAL SPECIFICATIONS

INDEX

SECTION 1	GENERAL PROVISIONS
SECTION 2	UTILITY COORDINATION
SECTION 3	CLEARING AND GRUBBING
SECTION 4	CONSTRUCTION STAKING
SECTION 5	EXCAVATION AND GRADING
SECTION 6	CONCRETE AND REINFORCING STEEL
SECTION 8	ASPHALT PAVEMENTS
SECTION 9	LANDSCAPING
SECTION 10	STORM DRAINAGE PIPEWORK
SECTION 11	STORM STRUCTURES
SECTION 12	MAINTENANCE OF TRAFFIC
SECTION 13	ROADWAY AND DRAINAGE EXCAVATION
SECTION 14	SWPPP
SECTION 15	EROSION AND SEDIMENT CONTROL
SECTION 16	FINAL CLEANUP
SECTION 17	CLEANING & INTERNAL INSPECTION OF STORM SEWER PIPE: CCTV
SECTION 19	PROJECT SIGN

TECHNICAL SPECIFICATIONS

SECTION 1-GENERAL PROVISIONS

1.1 KENTUCKY DEPARTMENT OF HIGHWAYS - SPECIFICATIONS

Except as indicated on the Plans, and in the Contract Documents and Specifications, all items of work including materials, construction methods, method of measurement and basis of payment shall comply with the current edition of the Kentucky Transportation Cabinet/ Department of Highways Standard Specifications for Road and Bridge Construction and all current revisions.

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

Unless either the content implicitly or the Plans and Contract Documents and Specifications explicitly indicate otherwise, all KYTC references to "the Department" should be construed as being references to the Lexington-Fayette Urban County Government (LFUCG).

Any discrepancy between the Standard Specifications of KYTC and the express intentions of Lexington-Fayette Urban County Government (i.e., Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government Standard Drawings) shall be resolved in favor of the latter. (An example of one of the more common types of discrepancy is that which sometimes occurs with regard to the measurement of and payment for Work items.)

1.2 ABBREVIATIONS

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

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

1.3 SCOPE

It is the intent that the CONTRACTOR, in accordance with the Plans, Specifications and the Contract Documents, and other mutually acknowledged informational materials shall perform everything required to be performed and to furnish a complete, fully operating work, and shall provide and furnish all labor, materials, necessary tools, expendable and non-expendable equipment and all transportation services required for the entire, proper, substantial completion of the Work, the cost of all of which shall be included in his bid. The CONTRACTOR shall make all requisite excavations and foundation preparation for constructing sidewalks, incidental drainage structures, and retaining walls. The CONTRACTOR shall where required, excavate and prepare subgrade for pavement widening and replacement. The CONTRACTOR shall provide all signs, lighting, barricades,

temporary construction fencing, flagmen and watchmen and make provisions necessary to protect and maintain buildings, fences, trees, shrubs, poles, existing utility fixtures, water courses, surface drains, or other structures in, on, across, or adjacent to the work and repair all damage done to them where and as required. The CONTRACTOR shall perform all backfilling, restore walks, grass plots, flowers, shrubs, trees, paved surfaces, etc., damaged or disturbed and clear away all rubbish and surplus materials. The CONTRACTOR shall put in complete and acceptable working order the items covered by the contract.

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

1.4 CONTRACTOR'S FACILITIES

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

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

1.5 CONTRACTOR'S FIELD OFFICE

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

1.6 UTILITY COORDINATION

Refer to Technical Specification Section 2–Utility Coordination for the Contractor's responsibilities regarding existing utilities and coordination of work.

1.7 INSTALLATION REQUIREMENTS

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

1.8 PROOF OF COMPLIANCE

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

1.9 DUST CONTROL

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

1.10 REPAIR OF DAMAGE

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

1.11 PROJECT EXTENT

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

1.12 WORKING HOURS

All Work on this Project shall be restricted to daylight hours but may be further restricted by CONSTRUCTION MANAGEMENT if required; except emergency Work, such as any necessary pumping, which may require 24-hour operation. If the CONTRACTOR elects to work beyond the normal work week, he shall notify CONSTRUCTION MANAGEMENT of his intent as far in advance as possible.

1.13 GUARANTEE

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

1.14 PROPERTY CONSIDERATION

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

1.15 BLASTING

No blasting allowed.

1.16 DIVERSION OF STORM WATER

Appropriate measures must be taken to sandbag the necessary manholes and to pump drainage around the area under construction. The CONTRACTOR is responsible for developing a plan to divert storm drainage around the construction area with the approval from CONSTRUCTION MANAGEMENT. Materials, labor and all incidentals necessary to accomplish this diversion of storm drainage will be considered incidental to the contract.

1.17 HAZARDOUS MATERIAL - GAS LINES

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

1.18 SEWER SERVICE MAINTENANCE

1.19 PROJECT SIGN

Refer to TS Section 19–Project Sign. Refer to Bid Schedule for number of signs.

1.20 EDGE KEY

Where it is necessary to remove existing pavement, the CONTRACTOR will be required to furnish a neat edge along the pavement, obtained by sawing a neat line approximately one inch (1") deep in the surface before breaking the adjacent pavement away.

No direct payment will be made for Edge Key as this is considered incidental to the item for which the pavement removal is required.

1.21 MOBILIZATION/DEMobilIZATION

Payment for the Contractor's mobilization and demobilization will be made at the Contract lump sum price and shall include all cost incurred for moving equipment to and from the Project area and any pertinent costs related thereto. The lump sum price for mobilization and demobilization shall not exceed five (5) percent of the total contract amount. Payment for the mobilization portion will be made in the first partial payment to the Contractor and shall not exceed 75 percent of the lump sum cost for mobilization and demobilization. Payment for the demobilization (remaining) portion shall be made in the final payment to the Contractor.

TECHNICAL SPECIFICATIONS

SECTION 2-UTILITY COORDINATION

2.1 SCOPE

THE CONTRACTOR shall be responsible for all utility coordination associated with any existing and / or relocated utilities within the project corridor throughout the duration of the project.

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

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

C. The Contractor, after consultation with all affected utility companies, will establish a schedule for completion of utility relocation and it shall be part of PART IV of the General Conditions, Article 2.6 Submittal of Schedules. Neither the Utility coordination nor the Contractor's work to complete the project shall exceed the contract time as stated in PART VI of the Contract Agreement, Section 2 Time of Completion. Adjustments to the schedule shall be submitted to the Owner in writing.

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

E. The Contractor shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his/her operations under this Contract. Any damage or injury occurring on account of any act, omission or neglect on the part of the Contractor shall be restored in a proper and satisfactory manner or replaced by and at the expense of the Contractor to an equal or superior condition than previously existed.

F. The Contractor shall comply promptly with such safety regulations as may be prescribed by the Owner or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of, his/her employees. In the event of the Contractor's failure to comply, the Owner may take the necessary measures to correct the conditions or practices complained of, and all costs thereof will be deducted from any monies due the Contractor. Failure of the Engineer to direct the correction of unsafe conditions or practices shall not relieve the Contractor of his responsibility hereunder.

G. In the event of any claims for damage or alleged damage to property as a result of work under this Contract, the Contractor shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the work site, the Contractor, at his/her own expense, shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the Contractor shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

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

2.2 EXISTING UTILITIES AND STRUCTURES

A. The term existing utilities shall be deemed to refer to both publicly-owned and privately-owned utilities such as electric power and lighting, telephone, water, gas, storm drains, sanitary sewers, and all appurtenant structures.

B. Where existing utilities and structures are indicated on the Drawings, it shall be understood that all of the existing utilities and structures affecting the work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the Contractor to ascertain the actual extent and exact location of existing utilities and structures. In every instance, the Contractor shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any work in the vicinity of existing utilities.

C. Prior to beginning any excavation work, the Contractor shall, through field investigations, determine any conflicts or interferences between existing utilities and new utilities to be constructed under this project. This determination shall be based on the actual locations, elevations, slopes, etc., of existing utilities as determined in the field investigations,

and locations, elevation, slope, or other information of new utilities as shown on the Drawings. If interference exists, the Contractor shall bring it to the attention of the Engineer as soon as possible. If the Engineer agrees that an interference exists, he/she shall develop a plan to address the interference as required and obtain the Owner's approval. Additional costs to the Contractor for this change shall be processed through a Change Order as detailed elsewhere in these Contract Documents. In the event the Contractor fails to bring a potential conflict or interference to the attention of the Engineer prior to beginning excavation work, any actual conflict or interference which does arise during the Project shall be corrected by the Contractor, as directed by the Engineer, at no additional expense to the Owner.

D. The work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to insure no interruption of existing services. Any damage resulting from the work of this Contract shall be promptly repaired by the Contractor at his/her own expense in a manner approved by the Engineer and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the Contractor shall be responsible for all costs thereof.

E. Where excavations by the Contractor require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the Contractor. All such work shall be performed in a manner satisfactory to the Engineer and the respective authority having jurisdiction over such work. In the event the Contractor fails to provide proper support or protection to any existing utility, the Engineer may, at his discretion, have the respective authority to provide such support or protection as may be necessary to ensure the safety of such utility, and the costs of such measures shall be paid by the Contractor.

2.3 BASIS OF PAYMENT

A. Repair or replacement of utility components or systems caused by or occurring through any act, omission or neglect on the part of the Contractor, or any other condition as noted above, shall be restored or replaced in a satisfactory manner at the Contractor's expense and is incidental to the work of this project.

TECHNICAL SPECIFICATIONS

SECTION 3—CLEARING AND GRUBBING

3.1 SCOPE

This item includes the Clearing & Grubbing in accordance with KYTC Standard Specification 202 of any trees, stumps, brush and bushes, existing concrete sidewalks, cement concrete and/or wet stone masonry, pipe removal, steps, fences, walls, manholes and structures within the disturbed limits. This includes removal of all pavements, curbs, gutters, trench drains, concrete and bituminous driveways and concrete sidewalks that are to be replaced. Also included is the proper removal and disposal of such materials in a manner acceptable to the ENGINEER and in a manner not detrimental to the inhabitants of the area. The CONTRACTOR will be responsible for determining and complying with local ordinances regarding disposal and/or burning of such materials. Trees, shrubbery, fences, retaining walls, and other such items not specifically noted on the plans to be removed or saved in place, or not shown on the plans, but suspected of being within the project construction limits shall not be disturbed until so directed by the ENGINEER. Clearing & Grubbing shall not commence without approval of the ENGINEER.

Work shall not be performed outside the Disturbed Limits or existing vegetation outside these limits shall not be disturbed unless authorized by the ENGINEER.

Also included in this item will be the careful removal and stockpiling for pickup by the OWNER of all street and traffic signs, inlet grates, manhole frames and covers and other such salvageable and reusable items, not intended to be reset on the job.

3.2 MEASUREMENT AND PAYMENT

Payment for Clearing & Grubbing will be as follows: removal of storm pipes shall be paid per linear foot; removal of sidewalk and entrance pavement shall be paid per square yard; removal of all trees shall be paid per each tree; removal of headwalls and inlet structures shall be paid per each item; removal of trench drain shall be paid per linear foot; excavation and haul off of spoil material shall be per cubic yard removed; and curb and gutter removal shall be paid per linear foot removed. Payment will be full compensation for all work required by this section.

TECHNICAL SPECIFICATIONS

SECTION 4 - CONSTRUCTION STAKING

4.1 SCOPE

The CONTRACTOR will furnish and be responsible for all staking, including the initial staking. The CONTRACTOR shall bear the cost of all staking necessary to control and complete the work according to the specifications to the lines and grades shown on the plans.

The survey centerline has been previously established. Should, prior to beginning work on this project, part or all of the centerline be destroyed, it will be the CONTRACTOR'S responsibility to re-establish this centerline from the reference points shown on the plans.

It will be the CONTRACTOR'S responsibility to establish all office projection centerlines shown on the plans. Should, during the course of construction of this project, any construction stakes be destroyed by others, it will be the CONTRACTOR'S responsibility to reset the stakes at no additional cost to the OWNER.

The CONTRACTOR'S staking party shall be under the general supervision of a **registered land surveyor**. It shall, be definitely understood that supervision of the resetting of construction staking is solely the responsibility of the CONTRACTOR and any errors or inaccuracies resulting from the operations of the construction staking party shall be corrected at no cost to the OWNER.

It will be the OWNER'S responsibility to make all measurements for determining final quantities to be used for basis of final payment on items of work.

4.2 MEASUREMENT AND PAYMENT

Payment for Construction Staking will be made on a Lump Sum unit bid price, which payment shall be full compensation for all work required by this section.

TECHNICAL SPECIFICATIONS

SECTION 5-EXCAVATION AND GRADING

5.1 SCOPE

The Work shall consist of the required removal and proper utilization or disposal of all excavated materials, and the shaping and finishing to the required lines and grades as shown on the plans. Excavation and grading will only be associated with sections 10 and 14.

5.2 SUMMARY

This Section includes all work; labor, machinery, disposal and replacement of unsuitable soil, existing pavement, removal of rock and any materials encountered to plan bottom depth for all earthwork related items. These items shall include, but are not limited to, earthwork procedures for drives, parking lots, pavements, building foundations, footings, caissons, building slabs, utility trenches, etc. No change in the contract price will be considered for any materials encountered and/or required to be removed, or replaced to achieve the earthwork requirements. The following is a list of the items which are included as a part of this work:

1. Preparing subgrades for, walks, pavements, lawns, and plantings.
2. Subbase course for concrete walks and pavements.
4. Base course for asphalt paving.
- 5.. Excavating and backfilling trenches within roadway right-of-ways'.
6. Excavating and backfilling for storm drainage and sanitary sewer (trench rock excavation is incidental to storm sewer installation.)
- 7.. Placement of topsoil as shown on the plans.

5.3 DEFINITIONS

- A. Backfill: Soil materials used to fill an excavation.
 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Layer placed between the subbase course and asphalt paving.
- C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Layer supporting slab-on-grade used to minimize capillary flow of pore water.

- F. **Excavation:** Removal of material encountered above subgrade elevations and subsequent disposal of materials removed.
1. **Additional Excavation:** Excavation below subgrade elevations as directed by Engineer.
 2. **Bulk Excavation:** Excavations more than 10 feet (3 m) in width and pits more than 20 feet (6 m) in either length or width.
 3. **Unauthorized Excavation:** Excavation below subgrade elevations or beyond indicated dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- G. **Fill:** Soil materials used to raise existing grades.
- H. **Rock:** Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material exceeding 1 cu. yd. (0.76 cu. m) for bulk excavation or 3/4 cu. yd. (0.57 cu. m) for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
1. **Excavation of Footings, Trenches, and Pits:** Late-model, track-mounted hydraulic excavator; equipped with a 42-inch- (1065-mm-) wide, short-tip-radius rock bucket; rated at not less than 120-hp (89-kW) flywheel power with bucket-curling force of not less than 25,000 lbf (111 kN) and stick-crowd force of not less than 18,700 lbf (83 kN); measured according to SAE J-1179.
 2. **Bulk Excavation:** Late-model, track-mounted loader; rated at not less than 210-hp (157-kW) flywheel power and developing a minimum of 45,000-lbf (200-kN) breakout force; measured according to SAE J-732.
 - a) material minimum, free of stones 1 inch (25 mm) or larger in any dimension, and other extraneous materials harmful to plant growth.
 - (1) **Topsoil Source:** Reuse surface soil stockpiled on the site. Verify suitability of surface soil to produce a topsoil meeting requirements and amend when necessary. Supplement with imported topsoil when quantities are insufficient. Clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth. Retain subparagraph above or below when satisfactory topsoil is not available on-site or retain both as Contractor's option.
 - (2) **Topsoil Source:** Amend existing surface soil to produce topsoil. Supplement with imported topsoil when required.
- J. **Structures:** Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- K. **Subbase Course:** Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement or walk.

- L. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- M. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

5.4 SUBMITTALS

- A. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 - 1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
 - 2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill and backfill.
 - 3. All reports are to be signed by a Professional Engineer with licences to practice in the state of this project.

5.5 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owner or Engineer and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.
 - 3. Contact utility-locator service for area where Project is located before excavating.
 - 4. Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.
 - 5. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to the utility owner's satisfaction at no cost to the Owner.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

5.6 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, GC, SC and SM, or a combination of these group symbols; free of rock or gravel larger than 3

inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

1. CL and CH with a dry density above 100, a Liquid Limit less than 50 and a Plastic Index under 35 will also be considered satisfactory.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups ML, MH, OL, OH, and PT, or a combination of these group symbols.
1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
 2. CL and CH with a dry density below 100, a Liquid Limit greater than 50 and a Plastic Index greater than 35 will be considered for use only by recommendation by the Geotechnical Engineer. Additional requirements for use of these types of soil may be required.
- D. Backfill and Fill: Satisfactory soil materials. No shot rock may be used in the building area. Shot rock may be used on site as long as it is done in a manner which complies with the Rock Excavation Notes.
- E. Subbase: 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 (38-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- F. Base: 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 (38-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- G. 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 (38-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- H. Bedding: 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 (0.075-mm) sieve.
- I. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (38-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.
- J. 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 (25-mm) sieve and 0 to 5 percent passing a No. 4 (4.75-mm) sieve.

- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

5.7 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.
 - 3. Orange: Telephone and other communications.
 - 4. Blue: Water systems.
 - 5. Green: Sewer systems.

- B. Drainage Fabric: Nonwoven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
 - 1. Grab Tensile Strength: 110 lbf (490 N); ASTM D 4632.
 - 2. Tear Strength: 40 lbf (178 N); ASTM D 4533.
 - 3. Puncture Resistance: 50 lbf (222 N); ASTM D 4833.
 - 4. Water Flow Rate: 150 gpm per sq. ft. (100 L/s per sq. m); ASTM D 4491.
 - 5. Apparent Opening Size: No. 50 (0.3 mm); ASTM D 4751.

- C. Separation Fabric: Woven geotextile, specifically manufactured for use as a separation geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
 - 1. Grab Tensile Strength: 200 lbf (890 N); ASTM D 4632.
 - 2. Tear Strength: 75 lbf (333 N); ASTM D 4533.
 - 3. Puncture Resistance: 90 lbf (400 N); ASTM D 4833.
 - 4. Water Flow Rate: 4 gpm per sq. ft. (2.7 L/s per sq. m); ASTM D 4491.
 - 5. Apparent Opening Size: No. 30 (0.6 mm); ASTM D 4751.

5.8 PREPARATION

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

- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

5.9 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.
 - 1. 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.
 - 2. Pumps and other dewatering devices must utilize filters sufficient to remove silts and solids from water prior before sending it to the storm sewer system.

5.10 EXPLOSIVES

- A. Explosives: shall not be permitted.

5.11 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavation regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.

If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials. Geotechnical information is provided, however the Contractor may conduct additional tests to alleviate anticipated unknowns at his desire and expense.

5.12 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
 - 2. Excavation for Drainage Structures Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch (25 mm). Do not disturb bottom of excavations intended for bearing surface.

5.13 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated plans, elevations, and grades.

5.14 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit, unless otherwise indicated.
 - 1. Clearance: 12 inches (300 mm) on each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. For pipes and conduit less than 6 inches (150 mm) in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
 - 2. For pipes and conduit 6 inches (150 mm) or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
 - 3. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

5.15 APPROVAL OF SUBGRADE

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer.

5.16 STONE BRIDGING

- A. Scope. Where soft, undesirable soil material is encountered at or below the desired sub-grade elevation, undesirable material will be removed and/or bridged using #2 stone to develop a sufficient platform to support compaction of DGA. The depth and extent of the Work shall be determined based on conditions observed and performance of compaction equipment on subgrade. Work shall be as directed by the OWNER or ENGINEER.
- B. Requirements. Undesirable soil material shall be removed and disposed of by the CONTRACTOR. The #2 stone shall meet the requirements of KYTC Section 805. Stone will be dumped or shoved into place and walked-in until support is developed for heavy equipment. The ultimate test will be ability to provide an adequate compaction platform for the DGA base.
- C. Measurement and Payment. No direct measurements will be made. Payment for STONE BRIDGING will be based on weight tickets for #2 stone delivered and accepted for the Work. Payment will be at the bid unit price per ton for STONE BRIDGING, which shall be payment for all material, labor, plant, incidentals and operating costs necessary to construct and maintain STONE BRIDGING. Excavation, proof testing, and disposal of excavated material are incidental to STONE BRIDGING and will be included in the payment for STONE BRIDGING.

5.17 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Engineer.
 - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer.

5.18 STORAGE OF SOIL MATERIALS

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

5.19 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Surveying locations of underground utilities for record documents.
 - 2. Inspecting and testing underground utilities.

3. Removing concrete formwork.
4. Removing trash and debris.
5. Removing temporary shoring and bracing, and sheeting.
6. Installing permanent or temporary horizontal bracing on horizontally supported walls.

5.20 UTILITY TRENCH BACKFILL

- A. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- B. Backfill trenches excavated under footings and within 18 inches (450 mm) of bottom of footings; fill with concrete to elevation of bottom of footings.
- C. Provide 4-inch- (100-mm-) thick, concrete-base slab support for piping or conduit less than 30 inches (750 mm) below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches (100 mm) of concrete before backfilling or placing roadway subbase.
- D. Place and compact initial backfill of subbase material, free of particles larger than 1 inch (25 mm), to a height of 12 inches (300 mm) over the utility pipe or conduit.
 1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
- E. Coordinate backfilling with utilities testing.
- F. Place and compact final backfill of satisfactory soil material to final subgrade.
- G. Install warning tape directly above utilities, 12 inches (300 mm) below finished grade, except 6 inches (150 mm) below subgrade under pavements and slabs.

5.21 FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. Place and compact fill material in layers to required elevations as follows:
 1. Under grass and planted areas, use satisfactory soil material.
 2. Under walks and pavements, use satisfactory soil material.
 3. Under steps and ramps, use engineered fill.

4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

5.22 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
 1. Do not place backfill or fill 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.

5.23 COMPACTION OF BACKFILLS AND FILLS

- A. Place backfill and fill materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 1. Under structures, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill material at 98 percent. The moisture content shall be maintained between minus 3, plus 1 percent of the optimal moisture.
 2. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 95 percent. The moisture content shall be maintained between minus 3, plus 1 percent of the optimal moisture.
 3. Under lawn or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 85 percent.

5.24 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 1 inch (25 mm).
2. Walks: Plus or minus 1 inch (25 mm).
3. Pavements: Plus or minus 1/2 inch (13 mm).

5.25 SUBSURFACE DRAINAGE

- A. Subsurface Drain: Place a layer of drainage fabric around perimeter of drainage trench as indicated. Place a 6-inch (150-mm) course of filter material on drainage fabric to support drainage pipe. Encase drainage pipe in a minimum of 12 inches (300 mm) of filter material and wrap in drainage fabric, overlapping sides and ends at least 6 inches (150 mm).

1. Compact each course of filter material to 98 percent of maximum dry unit weight according to ASTM D 698.

- B. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches (300 mm) of final subgrade. Overlay drainage backfill with one layer of drainage fabric, overlapping sides and ends at least 6 inches (150 mm).

1. Compact each course of filter material to 98 percent of maximum dry density according to ASTM D 698.
2. Place and compact impervious fill material over drainage backfill to final subgrade.

5.26 SUBBASE AND BASE COURSES

- A. Under pavements and walks, place subbase course on prepared subgrade and as follows:

1. Place base course material over subbase.
2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557. The moisture content shall be maintained between minus 3, plus 1 percent of the optimal moisture.
3. Shape subbase and base to required crown elevations and cross-slope grades.
4. When thickness of compacted subbase or base course is 6 inches (150 mm) or less, place materials in a single layer.
5. When thickness of compacted subbase or base course exceeds 6 inches (150 mm), place materials in equal layers, with no layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick when compacted.

5.27 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. 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 Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. (186 sq. m) or less of paved area, but in no case fewer than three tests.
 - 2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet (46 m) or less of trench length, but no fewer than two tests.
- E. 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 to depth required; recompact and retest until specified compaction is obtained.

5.28 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.
 - 1. Scarify or remove and replace soil material to depth as directed by Engineer; 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 the greatest extent possible.

5.29 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Transport surplus satisfactory soil off the Owner's property.
 - 1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property

5.30 MEASUREMENT AND PAYMENT

Payment for milling and removal of roadway surface shall be per ton and include total removal of one and a half inches (1.5") of the existing pavement surface for estimating purposes. Payment for Excavation and Haul Off of other spoils materials shall be per cubic yard of material. Earthwork and embankment shall be incidental to roadway construction. Excavation and embankment for pipe work shall be incidental to the cost of the pipe.

TECHNICAL SPECIFICATIONS

SECTION 6-CONCRETE

6.1 SCOPE

The Work described by this Section consists of furnishing all materials and equipment, and performing all labor, for the complete construction of all concrete work except concrete pavements, including all work and appurtenances thereto, as shown or specified, or both. Work shall include the installation of all slabs, footings, headwalls, and the items to be built into the concrete work, and all other Work and appurtenances specified or required, or both for proper execution of the Work. All products to be built into concrete work shall be correctly positioned in the form work; positioning must be inspected and approved by the ENGINEER before concrete is placed.

6.2 APPLICABLE SPECIFICATIONS

Concrete: Concrete work shall conform to all requirements of the Building Code Requirements for Reinforced Concrete, ACI-318, latest edition of, and all codes and standards cited therein and the standard minimum specifications for ready-mixed concrete. Concrete shall also be Class "A" and comply with Section 601 and 712 of the current edition Of the KYTC Standard Specifications for Road and Bridge Construction.

6.3 BASIS OF PAYMENT

Payment for the placing of concrete shall not be a separate pay item but shall be included in the unit bid of the specific structure being constructed.

6.4 CONCRETE SIDEWALK AND ENTRANCE PAVEMENT

- A. This work shall consist of constructing, on a prepared sub grade, concrete sidewalks, handicap ramps, and entrance pavement at the elevations and to the lines and grades shown on the plans or established by the ENGINEER and in accordance with KYTC Standard Specifications for Road and Bridge Construction, Section 505 current edition.
1. The minimum thickness for all sidewalks and handicap ramps except at residential driveway entrances shall be four and one-half (4-1/2") inches. Apron and sidewalk at residential driveway entrances shall be six (6") inches minimum thickness. Concrete sidewalks shall be struck off by use of a screed, hand floated and brushed. Edges and division marks shall be finished in a neat and workmanlike manner by use of the proper concrete finishing tools. Division joints in sidewalks shall be three-fourths (3/4") inch in depth at four-foot (4') intervals. Expansion joints shall be placed at thirty-two (32') feet intervals or as otherwise directed.
 2. Expansion joint material shall be an approved quality one-half (1/2") inch in thickness and shall extend entirely and continuously through the concrete. The unit bid price for

the item involved shall include the cost of expansion joint material in place. All expansion joint material shall be trimmed to conform to the surface of the concrete.

3. ADA Detectable Warning Pavers at all Handicap ramps shall be provided by LFUCG and shall be installed by the contractor per LFUCG standard details and per the manufacturer's recommendations, at locations indicated on the project drawings and in the specifications.

B. Measurement and Payment.

1. Handicap ramps will be included and paid for under "LFUCG Standard 4-1/2 Inch Concrete Sidewalk". Residential entrances including apron, sidewalk and concrete areas beyond the sidewalk will be included and paid for under "6-Inch Concrete Sidewalk and Entrances".
2. Payment will be made at the unit bid price per square yard of "LFUCG Standard 4-1/2" Concrete Sidewalk" or "6" Concrete Entrances", complete and accepted in place in the final work. Payment shall be full compensation for all labor, materials, and incidentals necessary to complete the work.
3. Payment will be made for installation only of LFUCG provided ADA Detectable Warning Pavers.

TECHNICAL SPECIFICATIONS

SECTION 8-ASPHALT PAVEMENTS

8.1 ASPHALT PAVEMENT SURFACE AND BASE

- A. This work shall consist of constructing one or more courses of asphalt pavement surface or base on a prepared base in accordance with KYTC Standard Specifications and in reasonably close conformity with the lines, grades, thickness and typical sections shown on the plans or established by the ENGINEER.

The asphalt surface or base shall be composed of a mixture of aggregate, filler when required and asphalt material.

- B. Mixtures: See KYTC Sections 402 through 403.
Asphalt Surface shall be Class 1, 0.38D PG64-22
Asphalt Base shall be Class 1, 0.75D PG64-22
- C. Basis of Payment: The accepted quantities measured in accordance with Sections 109 and 402.04 of the KYTC Standard Specifications for Road and Bridge Construction, current edition will be paid for at the unit bid price as follows, which payment shall be full compensation for all work required by this section.

Payment will be made under:

Asphalt Pavement Surface	Per Ton
Asphalt Pavement Base	Per Ton
Asphalt Mixture for Leveling and Wedging	Per Ton

8.2 ASPHALT TACK COAT

- A. This work shall consist of preparation of existing bases or surfaces, and the application thereto of liquid asphalt material prior to the placing of covering courses of asphalt mixtures or treatments. Asphalt Tack Coat shall consist of the application of liquid asphalt material to the surface of concrete or brick pavements and bases, to existing asphalt surfaces, and when necessary, to newly constructed asphalt courses.
- B. Materials: The asphalt material shall be either SS-1 or SS-1H and shall meet the requirements of KYTC Standard Specifications, current edition, Section 806. All equipment required for performance of this work shall be approved before construction is started and shall be maintained in a satisfactory operating condition.

The CONTRACTOR shall provide hand brooms and other small tools and equipment essential to the completion of the work in addition to a mechanical broom or sweeper, asphalt heating equipment and a pressure distributor as needed.

- C. Method of Measurement: When an approved cutback asphalt is furnished for the tack coat, the actual quantity will be measured for compliance. Asphalt materials for tack coat will be weighed in accordance with the requirements for KYTC Standard Specifications Section 109.
- D. Basis of Payment: No direct payment will be made for asphalt material for tack. This work as this is to be included in the unit bid price for asphalt surface.

8.3 DENSE GRADED AGGREGATE BASE

- A. This base course shall consist of graded aggregate and water mixed with or without an admixture, placed on a prepared sub grade, and shaped and compacted to the lines, grades and cross section shown on the plans and as directed by the Engineer to maintain access to driveways, etc. and for Maintenance of Traffic.
- B. Materials: Materials shall meet the requirements of the following KYTC Standard Specifications, current edition Section:

Aggregate	805
Calcium Chloride	825

Water used in the mixture will be subject to approval by the ENGINEER on the project.

When approved by the ENGINEER, the aggregate may be produced by blending 2 or more aggregate sizes. When blending is permitted, the separate sizes shall be fed uniformly into the mixer and a synchronized proportioning system between the feeders shall be provided.

- A. The subgrade shall be prepared in accordance with KYTC Standard Specifications, current edition Section 207, and shall be maintained free from irregularities.

It is intended that the dense-graded aggregate base shall be completely covered with the specified pavement courses before the work is suspended for the winter months. The CONTRACTOR shall make every effort to accomplish this objective. When the dense graded aggregate base course is not completely covered with the specified pavement courses, the OWNER or ENGINEER will then determine the extent of any further work necessary to protect and maintain the uncompleted work during -the winter months and until the beginning of spring paving operations. When extra materials, methods, and construction techniques, not part of the specified contract, are determined to be necessary to protect, maintain, and repair any portion of the uncompleted work, the cost of such extra materials, methods, and techniques shall be borne by the CONTRACTOR.

- B. The requirements of Kentucky Department of Highways (KYTC) Standard Specifications, Section 302, apply with the following changes:

1. Control strips will not be required or utilized for compaction control.
2. Test sections and target density, as prescribed in paragraph 303.07, will not be established.
3. Density measurements will be made at locations designated by the OWNER or ENGINEER or his/her representative.
4. Additional tests requested by the CONTRACTOR will be at the CONTRACTOR'S expense.
5. The average of dry density measurements in a lift shall be equal to or greater than 144 pounds per cubic foot (pct). No individual measurement shall be less than 140 pcf.
6. In the event the dry density measurements are not met, laydown operations will be stopped in the substandard area identified by the ENGINEER or his/her representative. The CONTRACTOR will either continue compaction effort or rework the designated section until the requirements for dry density are satisfied.

C. Method of Measurement: Water used to moisten the subgrade prior to placing base, in mixing the base material, and to maintain moisture during compaction and maintenance of the base will not be measured for separate payment, but will be considered incidental to DGA Base. The plant-mixed materials will be weighed in accordance with KYTC Standard Specifications, current edition Section 109.

D. Payment: The accepted quantities thus measured will be paid for at the unit bid price of "Dense Graded Aggregate" and "Dense Graded Aggregate Base (4")-Driveway Apron Reconstruction" which payment shall be full compensation for all work required by this Section.

Payment will be made under:

Dense Graded Aggregate-Roadway Reconstruction	Per Ton
Dense Graded Aggregate Base (4") - Driveway Apron Reconstruction	Per Ton

TECHNICAL SPECIFICATIONS

SECTION 9-LANDSCAPING

SCOPE

The Work shall consist of the installation of all plant material as specified on the construction documents.

9.1 SUBMITTALS

Product certificates signed by manufacturers certifying that their products comply with specified requirements.

Certification of grass seed or sod from seed vendor for each grass-seed mixture or sod stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging or source for sod.

9.2 DELIVERY, STORAGE, AND HANDLING

Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.

Seed: Deliver seed in original sealed, labeled, and undamaged containers.

Sod: Deliver sod in fresh-cut, moist and neatly rolled or stacked condition. Do not store in directly sunlight or heat, do not allow to dry out prior to installation.

9.3 PROJECT CONDITIONS

- A. Utilities: Determine location of above grade and underground utilities and perform work in a manner which will avoid damage. Hand excavate, as required.
- B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Architect before planting.

9.4 COORDINATION AND SCHEDULING

Coordinate installation of planting materials during normal planting seasons for each type of plant material required.

9.5 WARRANTY

- A. **General Warranty:** The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. **Special Warranty:** Warrant the following living planting materials for a period of one year after date of Substantial Completion, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, abnormal weather conditions unusual for warranty period, or incidents that are beyond Contractor's control.
- C. Remove and replace dead planting materials immediately unless required to plant in the succeeding planting season.
- D. Replace planting materials that are more than 25 percent dead or in an unhealthy condition at end of warranty period.

9.6 MATERIALS

A. GRASS

- 1. **Grass Seed:** Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts' "Rules for Testing Seeds" for purity and germination tolerances.
- 2. **Seed Mixture:** Provide seed of grass species and varieties, proportions by weight, and minimum percentages of purity, germination, and maximum percentage of weed seed as indicated on Schedules at the end of this Section.
- 3. **PAYMENT:** Payment will be made on the accepted quantity used and paid for at the unit bid price. Payment shall be full compensation for all materials, equipment and labor necessary to complete the work.

Payment will be made for:

Grass Seed, Seeding and Protection	Per SY
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B. TOPSOIL

- 1. **Topsoil:** ASTM D 5268, pH range of 5.5 to 7, 4 percent organic material minimum, free of stones 1 inch (25 mm) or larger in any dimension, and other extraneous materials harmful to plant growth.

2. Topsoil Source:

- a. Reuse surface soil on the site. Verify suitability of surface soil to produce topsoil meeting requirements and amend when necessary. Supplement with imported topsoil when quantities are insufficient. Clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth. Do not remove suitable topsoil from the site.
- b. Topsoil Source: Import topsoil from off-site sources. Obtain topsoil from naturally well-drained sites where topsoil occurs at least 6 inches (100 mm) deep; do not obtain from bogs or marshes.
- c. Topsoil Source: Amend existing surface soil to produce topsoil. Supplement with imported topsoil when required.

3. PAYMENT: No direct payment will be made for this work as this is to be included in the unit bid price for Seeding and Protection per SY.

9.7 INSTALLATION

A. EXAMINATION

Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

B. PLANTING SOIL PREPARATION

Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.

Mix soil amendments and fertilizers with topsoil at rates indicated. Delay mixing fertilizer if planting does not follow placing of planting soil within a few days.

For lawns, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

Mix lime with dry soil prior to mixing fertilizer. Prevent lime from contacting roots of acid-tolerant plants.

Apply phosphoric acid fertilizer, other than that constituting a portion of complete fertilizers, directly to subgrade before applying planting soil and tilling.

C. CLEANUP AND PROTECTION

During landscaping, keep pavements clean and work area in an orderly condition. Protect landscaping from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

D. DISPOSAL OF SURPLUS AND WASTE MATERIALS

Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.

E. SEED MIXTURES SCHEDULE

Seed shall be a blend of Turf Type Tall Fescue with perennial and annual rye:

Provide a minimum of two types of Turf Type Fescue from the following list with Falcon II, Houndog 5, Finelawn Petite, and Crossfire II. DO NOT USE KY 31 FESCUE.

Provide either Calypso II or Manhattan II type of Perennial Ryegrass.

Percent by Weight

Turf Type Tall Fescue	70
Perennial Ryegrass	20
Annual Ryegrass	10

Apply mix at a rate of 8 lbs./1000 sq. ft., fertilize with 3 lbs. each of nitrogen, phosphate and potash per 1000 sq. ft. Hydro-mulch with 50 lbs. wood fiber per 1000 sq. ft. and 150 gallons per 1000 sq. ft.

TECHNICAL SPECIFICATIONS

SECTION 10-STORM DRAINAGE PIPEWORK

SUMMARY

This section consists of specifications for the provision and installation of the following Storm Drainage Pipework types: RCP (Reinforced Concrete Pipe); and associated fixtures, fittings and accessories to complete installation of pipe systems as indicated in the project drawings and documents.

RCP shall be used under all public roads, whether noted on plans or not.

PART I-RCP STORM DRAINAGE PIPE

10.1 SCOPE FOR RCP

This work shall consist of furnishing, bedding, laying, and jointing of all RCP storm sewer pipe shown on the Construction Plans or otherwise required by the Contract Documents. The work shall also include the trenching and backfill, removal and relocation of disturbed utilities, and the necessary pavement and sidewalk repairs. Repair of concrete curb and entrances will be covered under separate sections. The CONTRACTOR shall limit active pipe installation to assure clean up following such work. This Work includes new storm drainage lines and all connections to new and existing manholes and pipes.

10.2 MATERIALS FOR RCP

All pipe strength shall be Class III is the minimum acceptable class for each type of pipe. Any pipe found defective, or otherwise not meeting the Specifications shall be rejected and replaced by pipe meeting these Specifications at no additional cost to the OWNER.

The CONTRACTOR shall furnish three copies of the supplier's certification to the ENGINEER stating that pipe: materials were manufactured, sampled, tested and inspected in accordance with the standards listed in this Section and have been found to meet those requirements.

- A. Reinforced Concrete Pipe: Circular reinforced concrete pipe shall meet the requirements of ASTM C 76, Standard Specification for Reinforced Concrete Culvert, Storm Drain and Storm Pipe. Unless shown otherwise on the Plans or in the Contract Documents, Class III pipe shall be used.

Rubber and plastic joints shall meet the requirements of AASHTO M 198, Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets, for Type A (Rubber Gaskets), Type B (Flexible Plastic Gaskets) gaskets, or Forsheda Rubber Gaskets. Bituminous mastic joint sealing material shall meet

the requirements of KYTC Standard Specifications Section 807.02.04, Joint Sealer for Rigid Pipe, except that asbestos fibers shall not be allowed as filler.

- B. Bedding and Backfill: Bedding materials shall be provided as indicated on the Plans and LFUCG's Standard Drawings. All back fill under pavement shall be No. 9 Crushed Limestone to within one (1) foot of the surface of the pavement, and then the design pavement sections shall be utilized. All crushed limestone stone and DGA shall conform to Section 805 of the Kentucky Department of Highways (KYTC) Standard Specifications, current edition.
- C. Temporary Silt Fence: Use either hardwood or steel greater than four feet in height. For hardwood, provide a minimum 1 ½" by 1 ½" cross section that is straight enough to provide a fence without noticeable misalignment. For steel, provide a 1 ¼" by 1" T-section with projections to fasten wire and fabric in position.
1. Provide fabric with a minimum height of 2 feet 8 inches. Require at least 6 horizontal wires spaced 6 ¼ inches or closer with the top and bottom wires 0.134 inch or larger and all other wires 0.1 inch or larger. Require 0.1 inch or larger vertical wires spaced 12 inches or closer.
 2. Provide geotextile fabric with a height of 3 feet.
 3. Use No. 9, one-inch long wire staples and/or fabric ties.

10.3 EXECUTION FOR RCP

In all operations such as placing the pipe, jointing, bedding and backfilling, care shall be exercised and it shall be the CONTRACTOR'S responsibility to see that pipes are not damaged during transportation, unloading, or placement during compaction of the backfill by movement of excessively heavy equipment over the backfill; or any other force that may cause damage.

A. TRENCHING

1. Excavation and grading. shall be done in a neat and workmanlike manner to form smooth and uniform subgrades and surfaces for all subsequent operations and once the surfaces have been shaped to the proper template and compacted to the satisfaction of the ENGINEER and in accordance with the current edition of the Kentucky Department of Highways Standard Specifications, it shall be maintained in such condition until covered by subsequent construction operations.

Material removed shall include excavation to the designated depths, transporting of removed materials from points of removal to points of formal use, disposal of surplus materials, and the shaping and finishing of all areas to the required lines and grades as shown on the Drawings.

No blasting will be allowed, only mechanical methods of removal will be allowed. Surplus material will become the responsibility of the CONTRACTOR to dispose of off the project limits at a site acquired by the CONTRACTOR at no expense to the OWNER and approved by the OWNER or ENGINEER.

Material removal carried below the indicated depths, except when directed by the OWNER or ENGINEER, shall be replaced with material satisfactory to the OWNER or ENGINEER. Additional payment will not be necessitated thereby. All areas of fill shall be constructed to the lines and grades indicated on the Drawings, unless otherwise directed by the OWNER or ENGINEER.

1. Classification. Without regard to the materials encountered, all excavation shall be unclassified.
2. Trench Dimensions. No more than 300 feet of trench shall be opened at any time in advance of the pipe, nor shall more than 25 feet be left unfilled overnight. Excavations for pipe shall display a width between the minimum and maximum allowable width at a level one (1)-foot above the outside top of pipe, as shown on the Plans and LFUCG's Standard Drawings.

Sheeting and Bracing. Sheeting and bracing as may be required to safely support the sides of excavations shall comply with current OSHA requirements and the safety precautions as outline in current and accepted safety manuals, such as "Associated General Contractors Manual of Accident Prevention in Construction." When sheeting and bracing are necessary to prevent caving of the walls of excavation and to safeguard the workmen, the excavations shall be dug to such widths that proper allowance is made for the space occupied by the sheeting and bracing.

The CONTRACTOR shall perform the additional excavation required and furnish and put in place the necessary sheeting and bracing and shall remove the same as the excavation is filled.

Saw Cuts. Prior to excavating beneath pavement, sidewalks, curbs, etc., pavement or concrete shall be saw cut. The final saw cut shall be set back at least twelve inches beyond the edge of the excavation and bridged with concrete in accordance with LFUCG Standard Drawings. Trench backfill shall include concrete bridge as shown in the LFUCG Standard Drawings.

3. Excess Material. Excess material generated from the trench excavation and not utilized, as backfill shall be properly disposed of off-site by the CONTRACTOR.

B. CRADLE AND ENCASEMENT

Cradle and Encasement shall be of crushed stone and shall be installed as specified and within the limits shown on the Plans or directed by the ENGINEER.

1. Crushed Stone Cradle. Crushed No.9 stone cradles shall mean the placement of crushed stone from the subgrade level (six inches below the outside of the pipe) up to the spring line of the pipe. The crushed stone shall be deposited in the trench to grade, allowing for the thickness of the pipe wall. Bell holes shall be dug to relieve the bells of all concentrated loads and to provide uniform support throughout the pipe section. For larger pipes, the crushed stone shall be shoveled and shovel-sliced beneath the haunches of the pipe to assure uniform support.
2. Crushed Stone Encasement. Crushed No.9 stone encasement shall mean the placement of additional crushed stone above the crushed stone cradle to a level at least 12-inches above the outside top of the pipe. Crushed No.9 stone is required under pavement and elsewhere as indicated on the drawings. The additional stone shall be placed in such manner to prevent damage to the pipe.

C. PIPE INSTALLATION

1. Inspection and Handling. All pipes shall be inspected on delivery and such pipe sections that do not conform to these Specifications and which are not suitable for use shall be rejected and immediately removed from the work site. Equipment used to handle, lay, and joint pipe shall be so used to prevent damage to the pipe and its jointing materials. All pipe and fitting shall be carefully handled and lowered into the trench. The pipe shall not be rolled, dropped, or thrown into the trench. Damaged pipe or jointing material shall not be installed.
2. Pipe Laying and Jointing. The laying of pipe shall begin at the lowest point and proceed upstream with the bell or groove ends pointing upstream. Prior to making pipe joints, all joint surfaces shall be clean and dry and free from gravel or other extraneous materials.
 - a. All necessary lubricants or adhesives shall be used as recommended by the pipe manufacturer. Suitable means shall be used to force the spigot or tongue end of the pipe the proper distance into the bell or groove end without damage to the pipe and its jointing materials and without disturbing previously laid pipe sections. Special care shall be taken to ensure that the pipe is solidly and uniformly cradled or encased in accordance with these Specifications. No section of pipe shall be brought into position for jointing until the preceding section has been bedded and secured in place.
3. Line and Grade. Each section of pipe shall be checked for vertical and horizontal alignment immediately after being laid. All adjustments to line and grade must be made by scraping away or filling in under the barrel of the pipe and not by wedging or blocking up any portion of the pipe or striking the pipe in an effort to drive it down.
4. Protection of Installed Pipe. As the work progresses, the interior of the pipe shall be protected from and cleaned of all dirt, cement, extruded joint materials, debris, and

other extraneous material. Wherever pipe laying is stopped for any significant length of time, such as at the end of the workday, the unfinished end shall be protected from displacement, floatation, cave-in, and in-wash of soil or debris. A suitable temporary tight-fitting plug, stopper or bulkhead shall be placed in the exposed bell or groove end of the pipe.

Water shall not be allowed to rise in the excavation until the joint material and/or concrete cradle or encasement has hardened and cannot be damaged by the water. Particular care shall be used to prevent disturbance or damage to the pipe and the joints during backfilling or at any other time. No walking or working over the pipe, except as necessary for placing and compacting backfill or operating compaction equipment directly over the pipe shall be allowed until a minimum of 24-inches of cover over the outside top of the pipe has been placed. Mechanical compaction in this zone shall be with manual pneumatic tampers or other hand-operated methods, which will not damage the pipe.

D. BACKFILL

The pipe trench shall be backfilled utilizing the material types and zones shown on the Plans and LFUCG's Standard Drawings. No.9, No. 57, or No. 78 shall be placed in 12-inch maximum lifts and compacted with two passes of a vibratory plate compactor. Dense graded aggregate shall be compacted to 84 percent solid volume. The surface should be raked or lightly roughened. If flowable fill is to be used, it shall conform to Section 601 of the Standard Specifications for Road and Bridge Construction, Edition of 2012. Where the Standard Drawings require a concrete cap, it shall be constructed according the KYTC Section 501 for consolidated unfinished concrete.

1. Repair of Surface Features. After completion of storm sewer pipe construction, surface features such as sod, street pavement, sidewalks, curbs, etc., shall be restored to at-least the condition that existed prior to construction. Finished grades of pavement and sidewalks shall match existing grades. Pavement restoration shall meet the requirements of LFUCG Standard Drawings. Concrete thickness and reinforcement shall conform to the existing sections. The edges of concrete repairs shall be turned down 12 inches and asphalt, or other approved expansion joint material shall be placed between the existing and new concrete.

E. INSPECTION

Contractor shall perform and/or provide for a TV inspection of all lines. The TV inspection shall be directed by the Engineer. TV inspection shall be performed in accordance with Technical Specification 17. For storm lines in the street, TV inspection is to be done after fill has been in place at least 30 days and to be done before final surface is placed on street.

The closed-circuit television inspector is to meet LFUCG's guidelines. Inspectors not listed below shall be submitted to the Engineer to confirm that the inspector meets LFUCG's guidelines.

The following closed-circuit television inspectors meet LFUCG's guidelines.

Leak Eliminators	(859) 875-2995
Pipe Eyes	(859) 987-2529
JGK Testing and Supply	(512) 860-1400

10.4 MEASUREMENT AND PAYMENT FOR RCP

RCP Storm Sewer Pipe. Accepted quantities under this Section will be paid for at the Contract Unit Price per linear foot for the appropriate system. No allowances will be made for fittings. Payment as specified above shall be considered full compensation for furnishing, transportation, and installation, including excavation, backfill material (including flowable fill), removal and relocation of disturbed utilities, backfilling and pavement, pavement saw cuts, concrete bridge, sidewalk repairs, sod, fertilizer, and lime, silt fence, and all necessary material, labor equipment and incidental necessary to complete the work as required. Payment for new Pipe Tie-ins to Existing manholes shall be made on a per each basis. Payment for concrete curb and entrances will be made under separate item.

TECHNICAL SPECIFICATIONS

SECTION 11-STORM STRUCTURES

11.1 SCOPE

Storm curb inlets, surface inlets, catch basins, drain basins, manholes, connections to existing manholes and headwalls shall be constructed and/or removed where and as indicated on the plans and/or as directed by the ENGINEER. Curb Boxes shall conform to the Lexington-Fayette Urban County or Kentucky Department of Highways Standard Drawings.

11.2 MEASUREMENT AND PAYMENT

Payment for curb inlets, surface inlets, drop box inlets, catch basins, drain basins, manholes and headwalls will be made on the unit bid price per each, which payment shall include all material, including all masonry, covers, grates, fittings, and reinforcing steel within the limits of the structure and all excavation, backfilling and disposal of surplus and demolished materials and incidentals necessary to complete the work in place.

All pipe, filter fabric, fill material, labor and other incidentals necessary to construct the Perforated Pipe subgrade drainage at curb inlet boxes as depicted in LFUCG Standard Drawings 320 shall be considered incidental to the cost of the curb inlet boxes. Subgrade drainage shall be installed per Case 1 of the LFUCG Standard Drawing 320.

TECHNICAL SPECIFICATIONS

SECTION 12 - MAINTENANCE OF TRAFFIC

12.1 SCOPE

The CONTRACTOR shall maintain access for PUMP STATION PERSONELL VEHICLES along the project during construction. PUMP STATION PERSONNEL shall coordinate with CONTRACTOR a time period not to exceed one (1) week during which time there will be no vehicle traffic which needs access to the LOWER TOWN BRANCH PUMP STATION in order to allow CONTRACTOR time to perform needed work.

The CONTRACTOR shall present a plan for maintenance of traffic subject to the approval of the CONSTRUCTION MANAGEMENT and Engineer prior to the beginning of work.

In case of an EMERGENCY, PUMP STATIONS VEHICLES may require access to Pump Station during the one week allotted. CONTRACTOR will work with PUMP STATIONS to allow for access at no additional charge for said EMERGENCY work.

12.2 MATERIALS

The CONTRACTOR shall furnish bridging plates or provide other means of maintaining safe access for pedestrians and service traffic to all businesses during normal working hours. Adequate personnel shall be available during daylight hours to assure maintenance. Contractor shall notify LFUCG of location of steel plates in the Right of Way at SteelPlates@lexingtonky.gov and provide the following information:

- Address or intersection
- Location specifics (examples: in NB lane, in turn lane, in far-left lane, in entrance apron, across sidewalk, etc.)
- Utility/Project Owner name
- Contractor Name
- 24 hr. Contact name
- 24 hr. Contact phone number
- Contact email
- # of plates
- Plate placement date
- Plate removal date (expected)

Once the steel plates have been removed an email is to be sent as a follow up. Forward the original email of notification to the same email address and add "This plate has been removed".

Metal trench covers, granular backfill or other suitable methods shall be utilized to maintain vehicular traffic through areas disturbed by construction operations.

12.3 SIGNING

The CONTRACTOR shall furnish and erect suitable barricades, signs and other necessary devices to control, guide and safeguard traffic passing through or around the construction project. All such devices shall conform in all respects to the requirements of the Manual on Uniform Traffic Control Devices for Highway Construction and Maintenance Projects.

The CONTRACTOR, before erecting any barricades or changing the location of one already placed, shall notify CONSTRUCTION MANAGEMENT and the ENGINEER at least three days prior to such contemplated erection or change, except in case of an emergency. In case of an emergency, the CONSTRUCTION MANAGEMENT may direct the CONTRACTOR to immediately provide safety and warning devices to safeguard traffic. All nighttime control devices requiring illumination shall be lighted every night during the entire period from sunset to sunrise. The CONTRACTOR will be held responsible for all damage to work due to failure to barricades, signs, lights, and watchmen to protect it; and whenever evidence of such damage is found prior to acceptance, the ENGINEER may order the damaged portion removed and replaced by the CONTRACTOR at the CONTRACTOR'S expense. The responsibility remains the CONTRACTOR'S until the project is accepted.

12.4 MEASUREMENT AND PAYMENT

Payment for Maintenance of Traffic will be made on a Lump Sum unit bid price which payment shall be full compensation for all work and materials required by this section.

TECHNICAL SPECIFICATIONS

SECTION 13 - ROADWAY AND DRAINAGE EXCAVATION

13.1 SCOPE

Roadway and drainage excavation shall consist of the removal and satisfactory disposal of all materials taken from within limits of the work contracted, meaning the calculated material lying between the original groundline and the excavation limits established or approved by the ENGINEER as shown on the final cross sections or grading plan.

In this contract, Roadway and Drainage Excavation is included under the more general bid item "Grading".

13.2 GENERAL

Included in this work shall be excavation for widened cuts and roadbeds embankment subgrades, under-cutting subgrades in cut sections, shoulders: slopes, removal of unsuitable material, ditches, waterways, intersections, approaches, balance excavation, and inlet and outlet ditches, all as indicated on the plans or as directed.

Roadway and drainage excavation shall also include removal and satisfactory disposal of miscellaneous structures removed from within the limits of the roadway and drainage cross sections such as, but not limited to, all types of pavements and pavement bases, whether rigid or flexible; sidewalks; all curbs and curbs and gutters; and all conduits that have no salvage value, such as unserviceable drainage pipe, sewer pipe, waterlines, and other unserviceable utility lines. The plans may or may not indicate the exact locations of the various types and quantities of these miscellaneous items to be removed and disposed of; however, it is the intent of these specifications that the removal of any such items that fall within the limits of the roadway and drainage cross sections as here in before defined, whether or not shown on the plans, shall be included in Roadway and Drainage Excavation.

When quantities and bid items are shown on the plans or in the proposal for the removal of various types of miscellaneous items, it is the intent of these specifications that such quantities and bid items shall include only those miscellaneous structures that are found outside of the roadway and drainage cross sections.

Except as otherwise specifically stated roadway and drainage excavation shall also include inlet and outlet ditches, regardless of the classification of the material encountered, whether shown or not shown on the plans and whether or not on the right-of-way as shown. When the work is extended by the OWNER beyond the project area limits shown on the plans, easements or additional property will be obtained by the OWNER.

All drilling, grinding, and sawing of rock, shale, concrete and other similar dust producing materials shall be performed in accordance with the requirements of the ENGINEER.

All excavation operations shall be conducted in accordance with the applicable requirements of Section 02100, Erosion Control, and Section 02105, Water Pollution Control.

Clearing and grubbing operations for excavation areas shall be completed prior to beginning excavation operations. The CONTRACTOR shall be responsible for and shall take all necessary precautions to protect and preserve any and all existing culverts, pipelines, conduits, subdrains, or parts thereof which may be affected by his operations on the contract and which, in the judgment of the ENGINEER, may be continued in use without any change. The CONTRACTOR shall, at his own expense, satisfactorily repair or replace any damaged part of any such culvert, pipeline, conduit, or subdrain which may result from his operations or negligence during the life of the contract.

During construction, all areas affected by excavation shall be maintained at all times in such condition that it will be well drained.

13.3 CLASSIFICATION

Without regard to the materials encountered, all roadway and drainage excavation shall be **unclassified** and shall be designated as Roadway Excavation. It shall be distinctly understood that any reference to rock, earth, or any other material on the plans or cross sections, whether in numbers, words, letters, or lines, is solely for the OWNER'S information and is not to be taken as an indication of classified excavation or the quantity of either rock, earth, or any other material involved.

The bidder must draw his own conclusions as to the conditions to be encountered. The OWNER does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation when the materials encountered are not in accord with the classification shown.

13.4 SLOPES

All excavation shall be performed in such a manner as will ensure against removing or loosening any material outside of the required slopes. Slopes shall be shaped to reasonably close conformity with the lines and cross sections shown on the plans, with no deviations, therefrom readily discernible from the road, except as otherwise directed. All rock cut slopes shall be left with a reasonable uniform surface and all loose and overhanging rock shall be removed. Under no condition shall holes be gouged or dug in back slopes or in embankment slopes.

The slopes in cuts may be varied by the ENGINEER during construction, depending upon the material encountered in excavation. The cuts may be widened and the slopes may be varied to secure sufficient material for the formation of embankment and shoulders, to prevent landslides, to improve sight distance, or for any other reasons that such widening or variations are deemed to be to the best advantage of the work. When a cut is made on any section of the roadway in any material that may slide, the excavation shall be removed to the slope lines as designated on the plans or as directed, and no vertical slopes will be allowed during the process of excavation of such cuts, except in stage construction when material is left in cuts for future shoulder construction. No payment will be made for any excavated material, which is used for purposes other than those designated.

13.5 DITCHES

Ditches shall include inlet and outlet ditches and such other ditches as may be required for the satisfactory completion of the work.

13.6 USE OF EXCAVATED MATERIALS

All suitable material removed from excavation shall be used, insofar as practicable, in the formation of embankments, subgrade, or shoulders as backfill for structures or for other purposes shown on the plans or as directed. No payment will be made for any excavated materials used for any purpose other than that indicated on the plans or approved.

All sod and soft or spongy material shall be removed and disposed of as directed. Such materials shall not be used in the construction of the grade, except as provided in the current LFUCG Roadway Manual and KYTC Road and Bridge Construction Standard Specifications.

All rocks and boulders, when directed, shall be placed in the embankments, provided the embankments are of sufficient depth to provide 12 inches or more soil cover over such rocks or boulders placed within the shoulder limits. Such rock and boulders shall be placed under the shoulders rather than under the pavement foundation when the embankment is constructed principally of soils.

Material wasted off the project area shall be placed on sites approved by the OWNER and obtained by the CONTRACTOR at no cost to the OWNER. The owner of the site will be required to obtain an LFUCG Grading Permit, which includes the preparation of a BMP Plan. All waste shall be placed to avoid the obstruction of drainage, and the wasted material shall be seeded and protected using the appropriate application rates of agricultural limestone, fertilizer, seed, and mulch as directed on the BMP Plan.

The CONTRACTOR shall be responsible for all permitting and legalities associated with offsite disposal of materials. The CONTRACTOR shall be responsible for any fines associated with not complying with sediment erosion control plans, releases of sewage, etc.

The CONTRACTOR shall furnish to the OWNER copies of written agreement with the property OWNER, approval of the OWNER(S) of utilities of any nature existing within the proposed waste area.

13.7 ROADBED

In addition to the limits of the roadbed, the work required herein shall extend to the ditch lines or curb lines in cuts when so directed. Work under this section shall conform to the KYTC Road & Bridge Specifications current edition.

Where rock is encountered in the excavation, it shall be removed between ditch lines or curb lines to a depth below the required grade as shown on the plans with no points of rock projecting above such

depth. The final surface of the rock shall be left so that complete drainage will be provided, and no water will be pocketed at any point. The refill over this surface shall be made of selected materials and shall contain no stone or spalls larger than 4 inches. All refill shall be placed in layers not exceeding 12 inches in depth, loose measurement, and compacted as specified in Section 02223. No allowance will be made for excavation and refill material to a greater depth below the required grade than as shown on the plans. Where not designated on the plans, the refill material shall be selected by the ENGINEER.

In cut sections the roadbed, whether it consists of existing material or refill material, shall be compacted in accordance with the requirements of the current LFUCG Roadway Manual and KYTC Road and Bridge Construction Standard Specifications.

When the material in place does not contain sufficient moisture to obtain proper compaction, the roadbed shall be thoroughly scarified and broken to minimum depth of 6 inches, the moisture content increased as directed, and the roadbed compacted. Material unsuitable for the roadbed, when encountered at subgrade elevation, shall be removed to such depths as indicated on the plans or as directed, and disposed of as directed and replaced with #2 stone. Material that is unstable due to excessive moisture but that is otherwise suitable for the roadbed shall either be scarified, allowed to dry, and compacted; or removed, dried, and used for refill or embankment, as directed by the ENGINEER. Manipulation to speed drying will be permitted. No additional payment will be made for scarifying or manipulation necessary to increase or decrease the moisture content as this is considered incidental to the work. Payment will be made for the #2 stone used to fill the excavated area, the existing material to be removed shall be incidental to the #2 stone backfill (No. 2 Stone Bridging). When the ENGINEER directs that the material removed be wasted or requires the material to be used as refill or in embankment, then any additional material necessary for refill will be incidental to Roadway Excavation.

The CONTRACTOR shall conduct roadway excavation operations so that a sufficient quantity of selected materials is available, stockpiled, or otherwise reserved for providing the required volume of material necessary to complete the roadbed in accordance with the plans and as indicated herein.

13.8 METHOD OF MEASUREMENT

Roadway and drainage excavation will not be measured for direct payment. Water used to provide sufficient moisture for compaction of the roadbed in cut sections will not be measured for separate payment but will be considered incidental to other items in the contract.

13.9 PAYMENT FOR DESIGN QUANTITIES

Final payment made for the quantity shown on the Form of Proposal, which quantity the Engineer believes reflects the neat lines of the cross sections, increased, or decreased by authorized adjustments.

13.10 AUTHORIZED ADJUSTMENTS

Adjustments to the design quantities of Roadway Excavation authorized by the OWNER or ENGINEER will be made only for the following purposes:

Include changes in the quantity of work due to benching, changing slopes or grades, removing slides, and any other procedures required by the OWNER or ENGINEER on the project.

13.11 MISCELLANEOUS ITEMS

Removing and salvaging or disposal of all other items within the project area or easements not included in this Section such as guardrails, headwalls, inlet boxes, etc., whether shown on the plans or not shall be considered incidental to the contract and no direct payment shall be allowed, unless otherwise provided.

In removing manholes, catch basins, and inlets, any live sewers connected thereto shall be rebuilt and properly reconnected, and satisfactory by-pass service shall be maintained during such construction operations.

13.12 BASIS OF PAYMENT

No direct payment will be made for roadway and drainage excavation.

TECHNICAL SPECIFICATIONS

SECTION 14-STORM WATER POLLUTION PREVENTION PLAN **(SWPPP)**

PART 1 - 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.

**STORMWATER POLLUTION
PREVENTION PLAN
for
CONSTRUCTION ACTIVITIES
for
LEESTOWN FMC CULVERT REPLACEMENT
LEXINGTON, KENTUCKY 40503**

**Prepared for:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF WATER QUALITY
125 LISLE INDUSTRIAL AVENUE
SUITE 180
LEXINGTON, KY 405011**

**Prepared by:
BELL Engineering
2480 Fortune Drive
Suite 350
Lexington, KY 40509
Phone: 859-278-5412
Fax: 859-278-2911**

January 2022

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D. Signed Commonwealth of Kentucky KPDES Notice of Intent (NOI) and Correspondence with USACE Regarding 404 Permit

E. Confirmation of NOI Delivery

F. Copy of Letter (or other documentation) from the NOI Processing Center Authorizing Permit Coverage

PROJECT NAME AND LOCATION

Leestown FMC Culvert Replacement
3301 Leestown Rd
Lexington, Fayette County, Kentucky

A general location map (i.e., USGS quadrangle map) with enough detail to identify the location of the construction site, direction of storm water flow, the receiving waters of the site, location of off-site material, waste, borrow, and equipment storage areas, surface waters and wetlands, storm water discharge locations and other areas as required by the Commonwealth of Kentucky is included in Tab B.

OPERATOR’S NAME AND ADDRESS

Lexington-Fayette Urban County Government
Division of Water Quality
125 Lisle Industrial
Suite 180
Lexington, Kentucky 40511
(859) 425-2400

ENGINEER’S NAME AND ADDRESS

Bell Engineering
Jonathan S. Rehner, PE
2480 Fortune Drive, Suite 350
Lexington, Kentucky 40509
(859) 278-5412
jrehner@hkbell.com

CONTRACTOR’S NAME AND ADDRESS

Name: _____
Contact: _____
Address: _____

Phone: _____
Email: _____

PROJECT START AND END DATES

Start: _____
End: _____

ADDITIONAL INFORMATION

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.

Contractor may also choose to prepare its own SWPPP and submit to LFUCG for approval. No additional payment will be allowed for the Erosion and Sediment Control and conformance with SWPPP pay item.

PROJECT DESCRIPTION

This project will consist of construction activities relating to the removal of existing storm structures and pipes due to the existing structure being in a state of partial collapse. The project is located on the Federal Medical Center's property at 3301 Leestown Road. The improvements will include replacing the existing 48" storm pipe with new 48" RCP and installing new headwalls with rails. Existing pavement will be removed and replaced with new pavement where new storm pipe to be installed.

SITE AREA AND DISTURBED ACREAGE

The project area consists of approximately 6,500 square feet and includes pavement, grassy areas, and drainage areas.

SEQUENCE OF MAJOR ACTIVITIES

The Contractor will be responsible for implementing the following erosion control and storm water management control measures. The Contractor may designate these tasks to certain subcontractors as he sees fit, but the ultimate responsibility for implementing these controls and ensuring their proper functioning remains with the Contractor. The order of activities will be as follows (*refer to the Erosion Control Details on the Erosion Prevention and Sediment Control Plan sheet for details*):

Erosion Control /Construction Phasing

- A. Attend a pre-construction meeting with Owner and Engineer prior to any street disturbance. Contractor shall sign Form A within the SWPPP prior to any street disturbance.
- B. Place stream protection (as needed) and silt fencing at designated areas shown on the Construction Drawings and where deemed necessary by the resident project representative prior to construction commencing.
- C. Remove full depth pavement in designated area. Spoil material to be loaded into trucks and removed from site.
- D. Begin removal of existing structures and pipe. After, begin trench excavation for pipe installation and structure installation. As the trench is excavated, spoil materials to be

- loaded into trucks and removed from site.
- E. Once pipe and structures are installed, trench shall be backfilled completely with stone and capped per LFUCG Standard Drawings.
 - F. File Notice of Termination for KPDES KYR10 with the Kentucky Division of Water once stabilization is complete.

NAME OF RECEIVING WATERS

The no name creek flowing through the project dumps into Town Branch Creek. The areas to be disturbed enter the waterbody via sheet flow and concentrated flow.

POTENTIAL SOURCES OF POLLUTANTS

Potential sources of pollutants include sediment from pipe installation, oil/fuel/grease from equipment, and trash/debris.

EROSION AND SEDIMENT CONTROLS

All Erosion and Sediment Control details shall be referenced from Section 15–Erosion and Sediment Control of the Technical Specifications and includes the SWPPP technical requirements and specifications.

Stabilization Practices (Permanent)

- A. Land clearing activities shall be done only in areas where removal, demolition, replacement, or installation will be performed and shall be staged to occur as the as the project progresses.
- B. Restoration of all areas to the prior conditions.
- C. Permanent seeding and mulching of exposed areas as specified on the Construction Drawings.
- D. Vegetation preservation outside the permanent easement.

Stabilization Practices (Temporary)

None

Structural Practices (Permanent)

No permanent structural practices will be installed for this project.

Structural Practices (Temporary)

Structural practices for this site include:

Silt Fence

SITE RUNOFF MANAGEMENT

Sediment will be prevented from leaving the site to the maximum extent practicable. Storm water will be treated using the above-described best management practices. Inlet protection shall be installed in accordance with the Construction Drawings. No detention shall be provided due to the nature of the construction.

OTHER CONTROLS

Off-Site Vehicle Tracking

The streets adjacent to the project corridor will be inspected daily and swept as necessary to remove any excess mud, dirt, or rock tracked from trenching and sediment removal activities. Dump trucks hauling material from the construction site will be covered with a tarpaulin. The job site superintendent will be responsible for seeing that these procedures are followed.

Excavation Spoil Materials

Excavation spoil materials are generated during the excavation of the trench. Sediment removal material will be relocated to the designated stockpile area to be graded and permanently reseeded. Any material deemed unsuitable shall be loaded into dump trucks and removed from the site. A copy of the receiving site's permit must be included in this SWPPP for spoil materials transported off site.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

The Contractor will obtain copies of any and all local and state regulations which are applicable to storm water management, erosion control, and pollution minimization at this job site and will comply fully with such regulations. The Contractor will submit written evidence of such compliance if requested by the Operator or any agent of a regulatory body. The Contractor will comply with all conditions of the KPDES Construction General Permit, including the conditions related to maintaining the SWPPP and evidence of compliance with the SWPPP at the job site and allowing regulatory personnel access to the job site and to records in order to determine compliance. The selected contractor will be required to submit the Notice of Intent (NOI) to the Kentucky Division of Water (KDOW) prior to construction. The Contractor shall meet all conditions required by the MS4 Operator.

INSPECTION AND MAINTENANCE PROCEDURES

The following inspection and maintenance practices will be used to maintain erosion and sediment controls and stabilization measures.

1. All control measures will be inspected at least every seven (7) calendar days and within 24 hours following a rainfall event of 0.5 inches or greater as specified in this document. See Section 15.24 for further information.
2. All measures will be maintained in good working order; if repairs or other measures are found to be necessary, they will be initiated within 24 hours of report.
3. Built up sediment will be removed from the inlet protection when it reaches one-third the height of the protection. Inspections will be made of the inlet protection measures to ensure that they are in good working order.
4. A maintenance inspection report will be made after each inspection. Copies of the report forms to be completed by the inspector are included in this SWPPP.
5. The job site superintendent will be responsible for selecting and training the individuals who will be responsible for these inspections, maintenance, and repair activities, and filling out inspection reports.
6. Personnel selected for the inspection and maintenance responsibilities will receive training from the job site superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the sediment controls that are used onsite in good working order. They will also be trained in the completion of, initiation of actions required by, and the filing of the inspection forms. Documentation of this personnel training will be kept onsite with the SWPPP.
7. Disturbed areas will be inspected for evidence of or potential for pollutants entering stormwater systems.
8. Report to Kentucky Department of Environmental Protection within 24 hours any noncompliance with the SWPPP that will endanger public health or the environment. Follow up with a written report within 5 days of the noncompliance event. The following events require 24-hour reporting: a) any unanticipated bypass which exceeds any effluent limitation in the permit, b) any upset which exceeds any effluent limitation in the permit, and c) a violation of a maximum daily discharge limitation for any of the pollutants listed by the EPA in the permit to be reported within 24 hours. The written submission must contain a description of the noncompliance and its cause; the period of the noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
9. Releases of hazardous substances or oil in excess of reportable quantities (as established under 40 CFR 110, 40 CFR 117, or 40 CFR 302) must be reported. Form G-1 provides further details on the notification and reporting process.

INSPECTION AND MAINTENANCE REPORT FORMS

Once installation of any required or optional erosion control device or measure has been implemented, at least once every seven (7) calendar days or within 24 hours following a rainfall event of 0.5 inches or greater as specified in KYR10. Inspections for this project shall occur at least once every seven (7) calendar days. If the specified schedule for inspections is changed, a modification report shall be filed. The Modification Reports can be found in this SWPPP. Inspections of each measure shall be performed by a Qualified Inspector. Inspectors shall have training in stormwater construction management such as KEPSC, CEPSC, CPSWQ, TNEPSC, CESSWI, or other similar training. Inspectors to inventory and report

the condition of each measure and ensure sediment control measures are in good working order, shall use the forms found in this SWPPP.

These report forms shall become an integral part of the SWPPP and shall be made readily accessible to governmental inspection officials, the Operator's Engineer, and the Operator for review upon request during visits to the project site. In addition, copies of the reports shall be provided to any of these persons, upon request, via mail or facsimile transmission. Inspection and maintenance report forms are to be maintained by the permittee for five years following the stabilization of the site.

CONTROL OF NON-STORM WATER DISCHARGES

Certain types of discharges are allowable under the Kentucky Department of Environmental Protection General Permit for construction Activity, and it is the intent of this SWPPP to allow such discharges. These types of discharges will be allowed under the conditions that no pollutants will be allowed to come in contact with the water prior to or after its discharge. The contractor shall ensure that all non-storm water discharge is filtered and/or that sediment and silt from the construction is removed before water enters the receiving water body. The control measures that have been outlined previously in this SWPPP will be strictly enforced to ensure that no contamination of these non-storm water discharges takes place. The following non-storm water discharges are allowed by the Kentucky Department of Environmental Protection and may occur at the job site:

- Waters used for vehicle washing where detergents are not used
- Water used for dust control
- Potable water including uncontaminated waterline flushing
- Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used
- Landscape irrigation
- Clean, non-turbid water-well discharges of groundwater
- Construction dewatering provided the requirements of the KPDES permit are met

MATERIALS MANAGEMENT PLAN

MATERIALS COVERED

The following materials or substances are expected to be present onsite during construction:

Concrete/Additives/Wastes
Construction wastes
Petroleum based products

MATERIAL MANAGEMENT PRACTICES

The following are in the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff. The job site superintendent will be responsible for ensuring that these procedures are followed.

A. Good Housekeeping

The following good housekeeping practices will be followed onsite during the construction project.

1. An effort will be made to store only enough products required to do the job
2. All materials stored onsite will be stored in a neat, orderly manner and, if possible, under a roof or in a containment area. At a minimum, all containers will be stored with their lids on when not in use. Drip pans shall be provided under all dispensers.
3. Products will be kept in their original containers with the original manufacturer's label in legible condition.
4. Substances will not be mixed with one another unless recommended by the manufacturer.
5. Whenever possible, all of a product will be used up before disposing of the container.
6. Manufacturer's recommendations for proper use and disposal will be followed.
7. The job site superintendent will be responsible for daily inspections to ensure proper use and disposal of materials.

B. Hazardous Products

These practices will be used to reduce the risks associated with hazardous materials. Material Safety Data Sheets (MSDS's) for each substance with hazardous properties that is used on the job site will be obtained and used for the proper management of potential wastes that may result from these products. An MSDS will be posted in the immediate area where such product is stored and/or used and another copy of each MSDS will be maintained in the SWPPP file at the job site construction trailer office. Each employee who must handle a substance with hazardous properties will be instructed on the use of MSDS sheets and the specific information in the applicable MSDS for the product he/she is using, particularly regarding spill control techniques.

1. Products will be kept in original containers with the original labels in legible condition.
2. Original labels and material safety data sheets (MSDS's) will be procured and used for each material.
3. If surplus product must be disposed of, manufacturer's or local/state/federal recommended methods for proper disposal will be followed.

C. Hazardous Waste

All hazardous waste materials will be disposed of by the Contractor in the manner specified by local, state, and/or federal regulations and by the manufacturer of such products. The job site superintendent, who will also be responsible for seeing that these practices are followed, will instruct site personnel in these practices.

D. Product Specific Practices

The following product specific practices will be followed on the job site.

1. Petroleum Products

All onsite vehicles will be monitored for leaks and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers that are clearly labeled. **Any petroleum storage tanks stored onsite will be located within a containment area that is designed with an impervious surface between the tank and the ground. The secondary containment must be designed to provide a containment volume that is equal to 110% of the volume of the largest tank.** Drip pans shall be provided for all dispensers. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations. The location of any fuel tank(s) and/or equipment storage areas must be identified on the Construction Drawings, Sheets SA-1 through SA-15, by the contractor once the location(s) has been determined.

2. Paints, Paint Solvents, and Cleaning Solvents

All containers will be tightly sealed and stored when not in use. Excess paint and solvents will not be discharged to the storm sewer system but will be properly disposed of according to manufacturer's instructions or state and federal regulations.

E. Sanitary Wastes

All sanitary waste will be collected from the portable units a minimum of three times per week by a licensed portable facility provider in complete compliance with local and state regulations.

All sanitary waste units will be located in an area where the likelihood of the unit contributing to storm water discharges is negligible. If required, additional BMPs must be implemented, such as sandbags around the base, to prevent wastes from contributing to storm water discharges.

F. Contaminated Soils

Any contaminated soils (resulting from spills of materials with hazardous properties) that may result from construction activities will be contained and cleaned up immediately in

accordance with the procedures given in the materials Management Plan and in accordance with applicable state and federal regulations.

Spill Prevention and Response Procedures

The Contractor will train all personnel in the proper handling and cleanup of spilled materials. No spilled hazardous materials or hazardous wastes will be allowed to come in contact with storm water discharges. If such contact occurs, the storm water discharge will be contained on site until appropriate measures in compliance with state and federal regulations are taken to dispose of such contaminated storm water. It shall be the responsibility of the job site superintendent to properly train all personnel in spill prevention and clean up procedures.

- A. In order to minimize the potential for a spill of hazardous materials to come into contact with storm water, the following steps will be implemented:
1. All materials with hazardous properties (such as pesticides, petroleum products, fertilizers, detergents, construction chemicals, acids, paints, paint solvents, cleaning solvents, additives for soil stabilization, concrete curing compounds and additives, etc.) will be stored in a secure location, with their lids on, preferably under cover, when not in use.
 2. The minimum practical quantity of all such materials will be kept on the job site.
 3. A spill control and containment kit (containing, for example, absorbent materials, acid neutralizing powder, brooms, dust pans, mops, rags, gloves, goggles, plastic and metal trash containers, etc.) will be provided at the storage site.
 4. Manufacturer's recommended methods for spill cleanup will be clearly posted and site personnel will be trained regarding these procedures and the location of the information and cleanup supplies.
- B. In the event of a spill, the following procedures should be followed:
1. All spills will be cleaned up immediately after discovery.
 2. The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with the hazardous substances.
 3. The project manager and the Engineer of Record will be notified immediately.

Spills of toxic or hazardous materials will be reported to the appropriate federal, state, and/or local government agency, regardless of the size of the spill. Spills of amounts that exceed Reportable Quantities of certain substances specifically mentioned in federal regulations (40 CFR 110, 40 CFR 117, and 40 CFR 302) must be immediately reported to the EPA National Response Center, telephone 1-800-424-8802 and the Kentucky Environmental Response team at 1-800-928-2380.

4. The job site superintendent will be the spill prevention and response coordinator. He will designate the individuals who will receive spill prevention and response training. These individuals will each become responsible for a particular phase of prevention and response. The names of these personnel will be posted in the material storage area and in the office trailer onsite.

SIGNED NOI TO BE PLACED HERE ONCE
COMPLETED BY THE CONTRACTOR

NOI DELIVERY CONFIRMATION TO BE PLACED HERE
ONCE COMPLETED BY THE CONTRACTOR

NOI PERMIT COVERAGE AUTHORIZATION
TO BE PLACED HERE ONCE
RECEIVED BY THE CONTRACTOR

TECHNICAL SPECIFICATIONS

SECTION 15-EROSION AND SEDIMENT CONTROL

15.01 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 15-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 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 (if applicable) 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 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 sediment barriers, and/or other controls as necessary to control pollution and sedimentation to the satisfaction of the regulatory agency.

- H. The Contractor shall inspect and repair all erosion and sedimentation controls as follows:
 - 1. At least once every seven (7) calendar days, and
 - 2. Within 24 hours after any storm event of 0.5 inch or greater.
- I. Final stabilization practices on those portions of the project where 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 excavation of pavement.** 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.

15.02 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
 - 2. Provide a SWPPP, including an Erosion and Sediment Control Plan, prepared by a professional engineer licensed in the Commonwealth of Kentucky, meeting all of the requirements of KYR10 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, if an electronic submittal or thirty (30) days if a written submittal, prior to beginning of construction activity. **See Article 15.24 in this Section for detailed requirements.**
- C. A Land Disturbance Permit shall be obtained from the Lexington-Fayette Urban County Government. **See Article 15.25 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.

15.03 RELATED WORK

- A. Storm Water Pollution Prevention Plan (SWPPP)

PRODUCTS

15.05 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.

15.06 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 in the denoted areas, 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.

15.08 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.

15.09 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.

15.10 DUST CONTROL

- A. Dust control measures shall be implemented on the site.
- B. Construction activities shall be phased to minimize the total area un-stabilized 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.

15.11 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.

15.12 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:

<u>PHYSICAL PROPERTY</u>	<u>REQUIREMENTS</u>
Filtering Efficiency	80% (minimum)
Tensile Strength at 20%	50 lbs./linear inch (minimum)
Flow Rate	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.

EXECUTION

15.14 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.

15.16 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 hydro seeder (slurry may include seed and fertilizer) preferably on a firm, moist seedbed. Seed shall be sown no deeper than one-fourth inch to one-half inch.
- E. The seedbed shall be firmed following seeding operations with a cultipacker, roller, or light drag.
- F. On sloping land, seeding operations shall be on the contour wherever possible.
- G. Mulch shall be applied, in the amounts described in the mulch section of this Specification, to protect the soil and provide a better environment for plant growth.
- H. New seed shall have adequate water for growth, through either natural means or irrigation, until plants are firmly established.
- I. Seeded areas shall be inspected at least weekly after planting and after each rainfall of one-half inch or more. Areas requiring additional seed and mulch shall be repaired within 48 hours.
- J. If vegetative cover is not established within 21 days, the area shall be reseeded.

15.17 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 hydro seeder (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.

15.19 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.

15.20 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.

15.21 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.

15.22 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.
- N. Silt fence shall terminate in a "J" hook to prevent bypassing at the end of a row.

15.24 KPDES GENERAL PERMIT FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES

- A. The Contractor is responsible for filing the appropriate state Notice of Intent (NOI-SWCA) letter at least seven (7) days prior to start of construction activity for an electronic submittal, and at least thirty (30) days prior to start for a paper submittal. 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.** A permit application form is included in this specification Section.

- 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:
- 1623–Water, Sewer, Pipeline, and Communications and Power Line Construction
 - 1629–Heavy Construction, Not Elsewhere Classified
 - 1771–Concrete Work
 - 1794–Excavation Work
- 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.
- I. Each Contractor and Subcontractor shall sign a statement certifying the awareness of the requirements of the SWPPP related documents. Certification is attached at the end of this section.

- J. The Contractor shall not start land disturbing activities until written permit coverage is obtained from the Kentucky Division of Water.
- K. The inspection by qualified personnel, **provided by the Contractor**, of the site as follows:
1. at least once every seven (7) calendar days, and
 2. within 24 hours after any storm event of 0.5 inch or greater
- L. The Contractor is responsible for completing and maintaining the required Self-Inspection Forms. A sample is included in this specification Section.
- M. Amendments to the approved SWPPP shall be made and implemented as necessary through the course of the construction project if inspections or investigations by the Contractor's inspector, site staff, or by local, state, or federal officials determine that the existing sediment control measures, erosion control measures, or other site management practices are ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the construction site. All plan amendments shall be noted on the copy of the SWPPP maintained at the project site.
- 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. This form is included at the end of this specification section.
- O. All subcontractors shall be required to comply with the requirements of the state permit and the Stormwater Pollution Prevention Plan (SWPPP).
- P. Where to submit:
1. Submit Notice of Intent (NOI) Form to: Operational Permits Section, SWP Branch, Division of Water, 300 Sower Blvd., 3rd Floor, Frankfort, Kentucky 40601.
 2. For an electronic submittal, go to:
<https://dep.gateway.ky.gov/eForms/Default.aspx?FormID=3>
 3. Do not initiate work until receiving approval from the Kentucky Division of Water.
 4. A complete copy of the NOI submittal shall also be provided to:

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

15.25 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

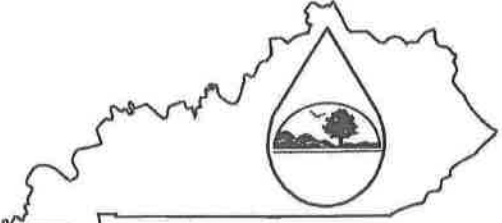
C. All excess earthen/rock materials hauled off the site to a location in Fayette County shall be hauled to a site permitted by the Kentucky Division of Water and the LFUCG. The haul site must be permitted in accordance with these specifications.

D. An Land Disturbance Permit may be submitted electronically at:
<https://www.lexingtonky.gov/new-development>

15.26 BASIS OF PAYMENT

Erosion Control shall be paid for by Lump Sum.

FORM NOI-SWCA

	<p>KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES)</p> <p>Notice of Intent (NOI) for coverage of Storm Water Discharges Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000</p>
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This is an application for:

- New construction activity.
- Modification of coverage for additional area in same watershed.
- Modification of coverage for additional area in different watershed.

If Modification is checked, state reason for Modification:

For Agency Use	Permit No. (Leave Blank)	K	Y	R	1	0				
For Agency Use	AI ID (Leave Blank)									

SECTION I – FACILITY OPERATOR INFORMATION

Operator Name(s)*:	Phone*:
Mailing Address*:	Status of Owner/Operator: <input type="checkbox"/> Private <input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Public (other than state or federal)
City*:	State* Zip Code*:

SECTION II – FACILITY/SITE LOCATION INFORMATION

Name of Project*:	Physical Address*:	City*:
State*:	Zip Code*:	County*:
Latitude (decimal degrees)*:	Longitude (decimal degrees)*:	SIC Code*:

SECTION III – SITE ACTIVITY INFORMATION

For single projects provide the following information

Total Number of acres in project*:	Total Number of acres to be disturbed*:	Start date:	Completion date:
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For common plans of development projects provide the following information

Total Number of acres in project*:	Number of individual lots in development:	Number of lots to be developed:
Total acreage intended to be disturbed*:		Number of acres intended to be disturbed at any one time:
Start date:	Completion date:	List Contractors:

SECTION IV – DISCHARGE TO A WATER BODY

Name of Receiving Water*:	Anticipated number of discharge points:
Location of anticipated discharge points:	Latitude (decimal degrees)* Longitude (decimal degrees)*
Receiving Water Body Stream Use Designation	<input type="checkbox"/> Cold Water Aquatic Habitat <input type="checkbox"/> Domestic Water Supply <input type="checkbox"/> Outstanding State Resource Water <input type="checkbox"/> Secondary Contact Recreation <input type="checkbox"/> Primary Contact Recreation <input type="checkbox"/> Warm Water Aquatic Habitat
Antidegradation Categorization	<input type="checkbox"/> Outstanding National Resource Water <input type="checkbox"/> Exceptional Water <input type="checkbox"/> High Quality Water <input type="checkbox"/> Impaired Water
Name of Receiving Water*:	Anticipated number of discharge points:
Location of anticipated discharge points:	Latitude (decimal degrees)* Longitude (decimal degrees)*
Receiving Water Body Stream Use Designation	<input type="checkbox"/> Cold Water Aquatic Habitat <input type="checkbox"/> Domestic Water Supply <input type="checkbox"/> Outstanding State Resource Water <input type="checkbox"/> Secondary Contact Recreation <input type="checkbox"/> Primary Contact Recreation <input type="checkbox"/> Warm Water Aquatic Habitat
Antidegradation Categorization	<input type="checkbox"/> Outstanding National Resource Water <input type="checkbox"/> Exceptional Water <input type="checkbox"/> High Quality Water <input type="checkbox"/> Impaired Water

FORM NOI-SWCA

SECTION V – DISCHARGE TO AN MS4			
Name of MS4:		Date of application /notification to the MS4 for construction site coverage.	
Number of discharge points:	Location of each discharge point: Latitude (decimal degrees):*		Longitude (decimal degrees):*
SECTION VI – CONSTRUCTION ACTIVITIES IN OR ALONG A WATER BODY			
Will the project require construction activities in a water body or the riparian zone: <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, describe scope of activity:			
Is a Clean Water Act 404 permit required: <input type="checkbox"/> Yes <input type="checkbox"/> No		Is a Clean Water Act 401 Water Quality Certification required: <input type="checkbox"/> Yes <input type="checkbox"/> No	
SECTION VII – NOI PREPARER INFORMATION			
First Name:*	Last Name:*	Phone:*	eMail Address:*
Mailing Address:*		City:*	State:*
			Zip Code:*
SECTION VIII – ATTACHMENTS			
Attach a full size color USGS 7½-minute quadrangle map with the facility site clearly marked. USGS maps may be obtained from the University of Kentucky, Mines and Minerals Bldg. Room 106, Lexington, Kentucky 40506. Phone number (859) 257-3896.			
SECTION IX – CERTIFICATION			
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.			
Signature:*		First Name:*	Last Name:*
Phone:*	eMail Address:		Date:*

This completed application form and attachments should be sent to: SWP Branch, Division of Water, 200 Fair Oaks, Frankfort, Kentucky 40601. Questions should be directed to: SWP Branch, Operational Permits Section at (502) 564-3410.

KENTUCKY POLLUTANT DISCHARGE ELIMINATION SYSTEM FORM NOI-SWCA – INSTRUCTIONS

WHO MUST FILE A NOTICE OF INTENT (NOI) FORM

Federal law at 40 CFR Part 122 prohibits point source discharges of stormwater associated with industrial activity to a water body of the Commonwealth of Kentucky without a Kentucky Pollutant Discharge Elimination System (KPDES) permit. The operator of an industrial activity that has such a storm water discharge must submit a NOI to obtain coverage under the KPDES Storm Water General Permit. If you have questions about whether you need a permit under the KPDES Storm Water program, or if you need information as to whether a particular program is administered by the state agency, call the **Storm Water Contact, Operational Permits Section, Kentucky Division of Water at (502) 564-3410.**

WHERE TO FILE NOI FORM

NOIs must be sent to the following address or submitted in on-line at <https://dep.gateway.ky.gov/eForms/Default.aspx?FormID=3>:

Operational Permits Section
SWP Branch, Division of Water
200 Fair Oaks Lane
Frankfort, KY 40601

Electronic NOI-SWCAs are to be submitted a minimum of seven (7) working days prior to commencement of construction related activities. Paper NOI-SWCAs are to be submitted a minimum of thirty (30) working days prior to commencement of construction related activities.

COMPLETING THE FORM

Enter information in the appropriate areas only. (*) denotes a required field. Enter N/A (Not Applicable) for fields that are required but do not apply to your submission. If you have any questions regarding the completion of this form call the **Storm Water Contact, Operational Permits Section, at (502) 564-3410.**

SECTION I – FACILITY OPERATOR INFORMATION

Operator Name(s): Enter the name or names of all operators applying for coverage under KYR10 using this NOI.
Mailing Address, City, State, and Zip Code: Provide the mailing address of the primary operator
Phone No.: Provide the telephone numbers of the person who is responsible for the operation.
Status of Owner/Operator: Select the appropriate legal status of the operator of the facility from the dropdown list.

Federal
Public (other than federal or state)
State
Private

SECTION II – FACILITY/SITE LOCATION INFORMATION

Name of Project: Provide the name of the project.
Physical Address, City, State, Zip Code and County: Provide the physical address of the project.
Latitude/Longitude: Provide the general site latitude and longitude of the operation.
SIC Code: Enter the Standard Industrial Code for the project

SECTION III – SITE ACTIVITY INFORMATION

For single projects provide the following information:

Total number of acres in project: Indicate the total acreage of the project including both disturbed and undisturbed areas.
Total number of acres to be disturbed: Indicate the total number of acres of the project to be disturbed.
Anticipated start date: Indicate the approximate date of when construction activities will begin.
Anticipated completion date: Indicated the approximate date of when final stabilization will be achieved.

For common plans of development provide the following information:

Total number of acres in project: Indicate the total acreage of the project including both disturbed and undisturbed areas.
Number of individual lots in development, if applicable: Indicate the number of individual lots or unit in the common plan of development
Number of lots to be developed: Indicate the number of lots that you intend to develop.
Total acreage of lots intended to develop: Indicate the total acreage of the lots you intend to develop
Total acreage intended to disturb: Indicate the total acreage of the lots you intend to disturb
Number of acres intended to disturb at any one time: Indicate the maximum number of acres to be disturbed at any one time.
Anticipated start date: Indicate the approximate date of when construction activities will begin.
Anticipated completion date: Indicated the approximate date of when final stabilization will be achieved.
List of contractors: Provide the names of all known contractors that will be working on site.

**KENTUCKY POLLUTANT DISCHARGE ELIMINATION SYSTEM
FORM NOI-SWCA – INSTRUCTIONS**

SECTION IV – IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED

Name of Receiving Water: Provide the names of the each water body receiving discharges from the site. Provide only official USGS names do not provide local names

Anticipated number of discharge points: Indicate the number of discharge points to each receiving water body.

Location of anticipated discharge points: Provide the latitude and longitude of each discharge point. Add points as necessary.

Receiving Water Body Stream Use Designation: Check all appropriate boxes

Antidegradation Categorization: Select from the drop down box one of the following:

Outstanding National Resource Water

Exceptional Water

High Quality Water

Impaired Water

SECTION V – IF THE PERMITTED SITE DISCHARGES TO A MS4 THE FOLLOWING INFORMATION IS REQUIRED

Name of MS4: Provide the name of the MS4 to which the activity will discharge

Number of discharge points to the MS4: Indicate the number of discharge points

Location of each discharge point: Provide the latitude and longitude of each discharge point. Add points as necessary

Date of application/notification to the MS4 for construction site permit coverage: Indicate the date the MS4 has or will be notified.

SECTION VI – CONSTRUCTION ACTIVITIES IN OR ALONG A WATER BODY

Will the project require construction activities in a water body or the riparian zone: Select Yes or No from the drop down box.

If Yes, describe scope of activity: Provide a brief description of the activity (ies) that will take place in the water body or the riparian zone.

Is a Clean Water Act 404 permit required: Select Yes or No from the drop down box.

Is a Clean Water Act 401 Water Quality Certification required: Select Yes or No from the drop down box.

SECTION VII – NOI PREPARER INFORMATION

Provide the name, mailing address, telephone number and eMail address of the person preparing the NOI.

SECTION VIII –Attachments

Attach a USGS topographic map indicating the location of the activity and the proposed discharge points.

SECTION IX – CERTIFICATION

Provide the name, mailing address, telephone number and eMail address of the person who is responsible for the activity

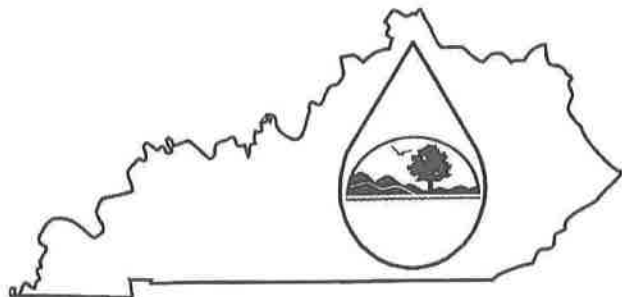
Signature: Provide full name of the responsibility party. This will constitute a signature.

The NOI must be signed as follows:

Corporation: by a principal executive officer of at least the level of vice president

Partnership or sole proprietorship: by a general partner or the proprietor respectively

KPDES FORM NOT-SW

	<p style="text-align: center;">Kentucky Pollutant Discharge Elimination System (KPDES)</p> <p style="text-align: center;">NOTICE OF TERMINATION (NOT) of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Industrial Activity</p>
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Submission of this Notice of Termination constitutes notice that the party identified in Section II of this form is no longer authorized to discharge storm water associated with industrial activity under the KPDES program.

ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM.
(Please see instructions on back before completing this form.)

I. PERMIT INFORMATION
KPDES Storm Water General Permit Number:
Check here if you are no longer the Operator of the Facility: <input type="checkbox"/>
Check here if the Storm Water Discharge is Being Terminated: <input type="checkbox"/>
II. FACILITY OPERATOR INFORMATION
Name:
Address:
City/State/Zip Code:
Telephone Number:
III. FACILITY/SITE LOCATION INFORMATION
Name:
Address:
City/State/Zip Code:

Certification: I certify under penalty of law that all storm water discharges associated with industrial activity from the identified facility that are authorized by a KPDES general permit have been eliminated or that I am no longer the operator of the facility or construction site. I understand that by submitting this Notice of Termination, I am no longer authorized to discharge storm water associated with industrial activity under this general permit, and that discharging pollutants in storm water associated with industrial activity of waters of the Commonwealth is unlawful under the Clean Water Act and Kentucky Regulations where the discharge is not authorized by a KPDES permit. I also understand that the submittal of this Notice of Termination does not release an operator from liability for any violations of this permit or the Kentucky Revised Statutes.

NAME (Print or Type)	TITLE
SIGNATURE	DATE

INSTRUCTIONS
NOTICE OF TERMINATION (NOT) OF COVERAGE UNDER THE KPDES GENERAL PERMIT
FOR STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY

Who May File a Notice of Termination (NOT) Form

Permittees who are presently covered under the Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Storm Water Discharges Associated with Industrial Activity may submit a Notice of Termination (NOT) form when their facilities no longer have any storm water discharges associated with industrial activity as defined in the storm water regulations at 40 CFR 122.26 (b)(14), or when they are no longer the operator of the facilities.

For construction activities, elimination of all storm water discharges associated with industrial activity occurs when disturbed soils at the construction site have been finally stabilized and temporary erosion and sediment control measures have been removed or will be removed at an appropriate time, or that all storm water discharges associated with industrial activity from the construction site that are authorized by a KPDES general permit have otherwise been eliminated. Final stabilization means that all soil-disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 70% of the cover for unpaved areas and areas not covered by permanent structures has been established, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.

Where to File NOT Form

Send this form to the following address:

Section Supervisor
Inventory & Data Management Section
KPDES Branch, Division of Water
14 Reilly Road, Frankfort Office Park
Frankfort, KY 40601

Completing the Form

Type or print legibly in the appropriate areas and according to the instructions given for each section. If you have questions about this form, call the Storm Water Contact, Industrial Section, at (502) 564-3410.

Section I - Permit Information

Enter the existing KPDES Storm Water General Permit number assigned to the facility or site identified in Section III. If you do not know the permit number, call the Storm Water Contact, Industrial Section at (502) 564-3410.

Indicate your reason for submitting this Notice of Termination by checking the appropriate box:

If there has been a change of operator and you are no longer the operator of the facility or site identified in Section III, check the corresponding box.

If all storm water discharges at the facility or site identified in Section III have been terminated, check the corresponding box.

Section II - Facility Operator Information

Give the legal name of the person, firm, public organization, or any other entity that operates the facility or site described in this application. The name of the operator may or may not be the same name as the facility. The operator of the facility is the legal entity which controls the facility's operation, rather than the plant or site manager. Do not use a colloquial name. Enter the complete address and telephone number of the operator.

Section III - Facility/Site Location Information

Enter the facility's or site's official or legal name and complete address, including city, state and ZIP code. If the facility lacks a street address, indicate the state, the latitude and longitude of the facility to the nearest 15 seconds, or the quarter, section, township, and range (to the nearest quarter section) of the approximate center of the site.

Section IV - Certification

Federal statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

For a corporation: by a responsible corporate officer, which means: (i) president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions, or (ii) the manager of one or more manufacturing, production or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

For a partnership or sole proprietorship: by a general partner or the proprietor; or

For a municipality, State, Federal, or other public facility: by either a principal executive

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

v23Feb2018

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

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

Kentucky Best Management Practices Plan • Construction Site Inspection Report

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

Field Inspection Observations

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

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, 1/4 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 slit 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

Inspection Notes and Key Observations

List of Stabilized Areas: Vegetation is Established; Ditches are Stabilized; No Exposed Soil

Other Notes or Observations:

Corrective Actions Taken and/or Proposed Revisions to BMP Plan:

I certify under penalty of law that I understand the terms and conditions of the general Kentucky Pollutant Discharge Elimination System (KPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Signature of Inspector: _____

CONTRACTOR AND SUBCONTRACTOR CERTIFICATIONS

SWPPP Files, Updates, and Amendments

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

Stormwater Pollution Prevention Plan Certification

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

Signed: _____

Date: _____

Title: _____

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

Subcontractor Certification

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

Signed: _____

Date: _____

Title: _____

Signed: _____

Date: _____

Title: _____

Signed: _____

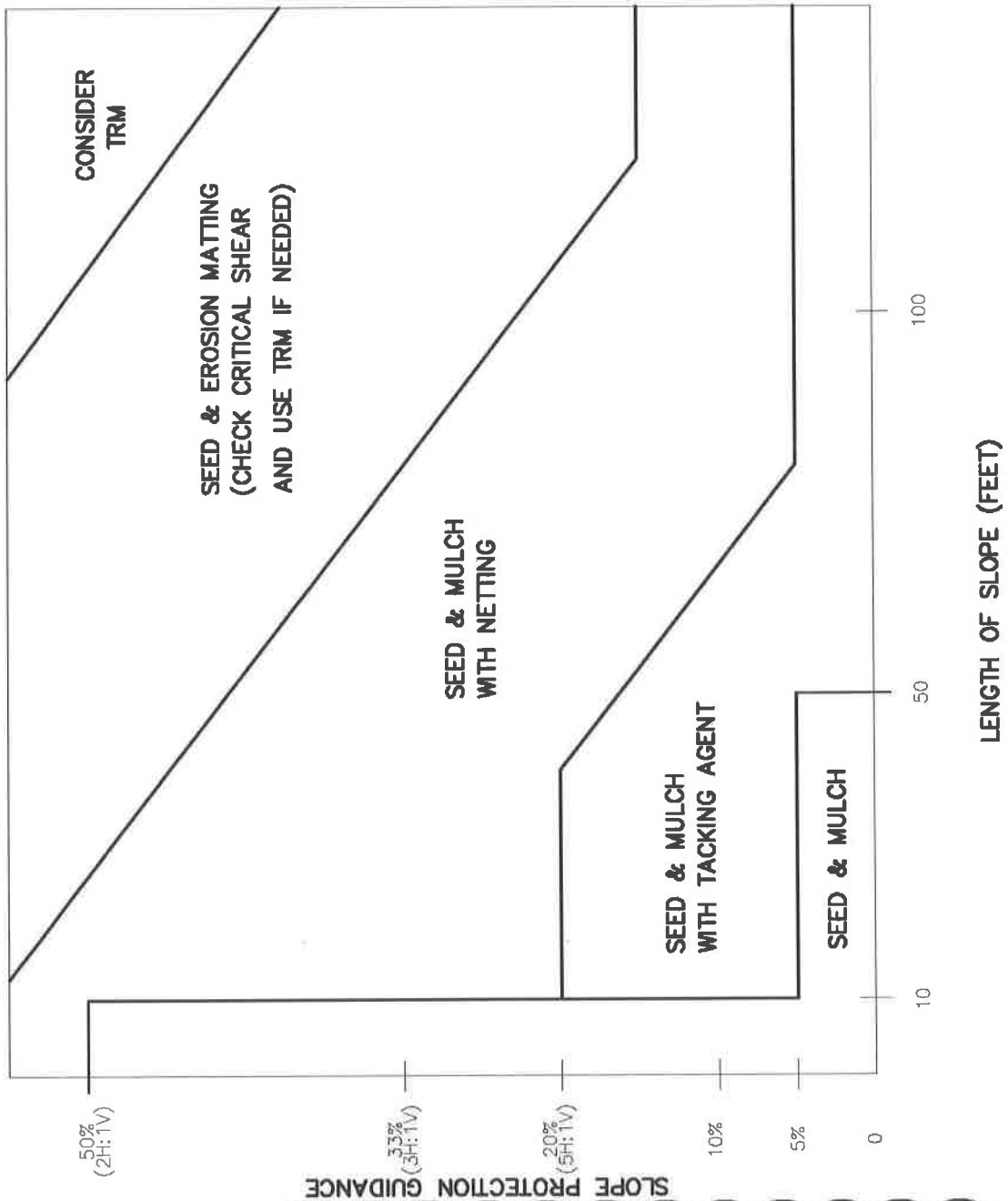
Date: _____

Title: _____



STORMWATER MANUAL

FIGURE 11-1
SLOPE PROTECTION GUIDANCE
(EFFECTIVE DATE 1/13/2011)



SLOPE PROTECTION GUIDANCE

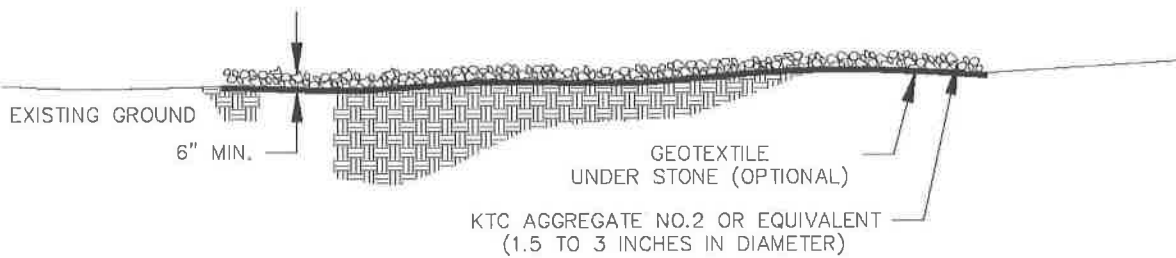
NOTE: IF A SIMILAR DETAIL IS PROVIDED IN THE CONSTRUCTION DRAWINGS, THE CONSTRUCTION DRAWINGS DETAIL SHALL SUPERCEDE THIS DRAWING.



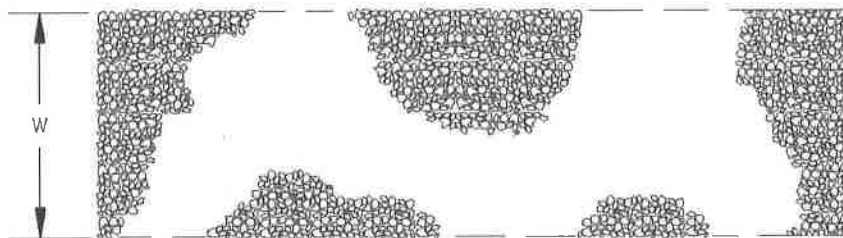
STORMWATER MANUAL

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.



CROSS SECTION



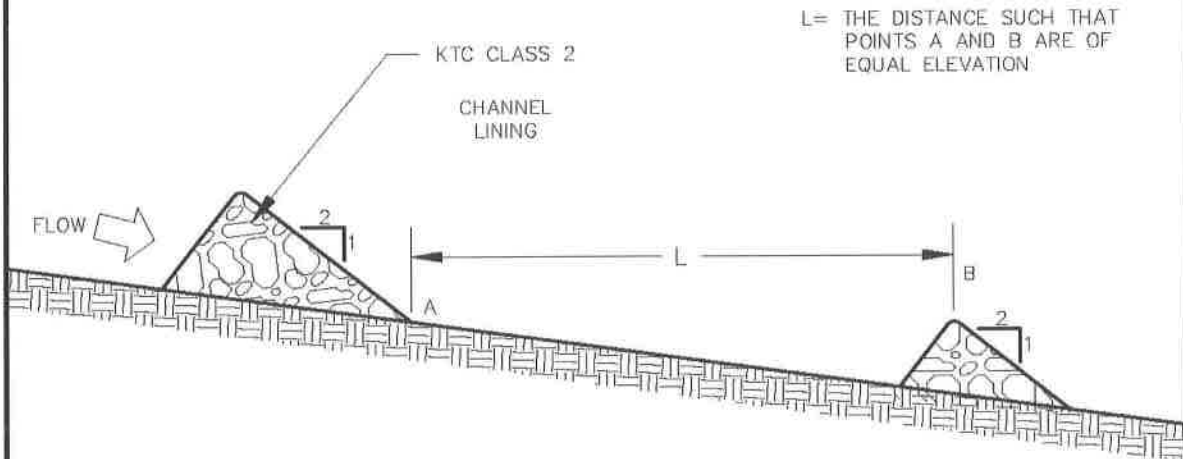
PLAN VIEW

W = 14' MIN. FOR ONE WAY TRAFFIC
20' MIN. FOR TWO WAY TRAFFIC

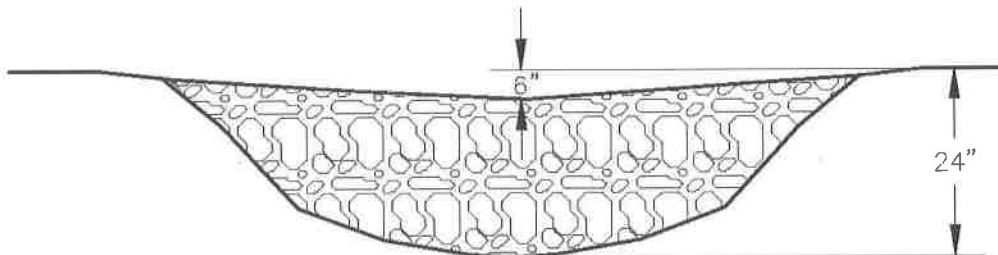


STORMWATER MANUAL

FIGURE 11-16
ROCK CHECK DAM
(EFFECTIVE DATE 1/13/2011)



**LONGITUDINAL SECTION SHOWING
SPACING BETWEEN CHECK DAMS**



SECTION ACROSS CHANNEL

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

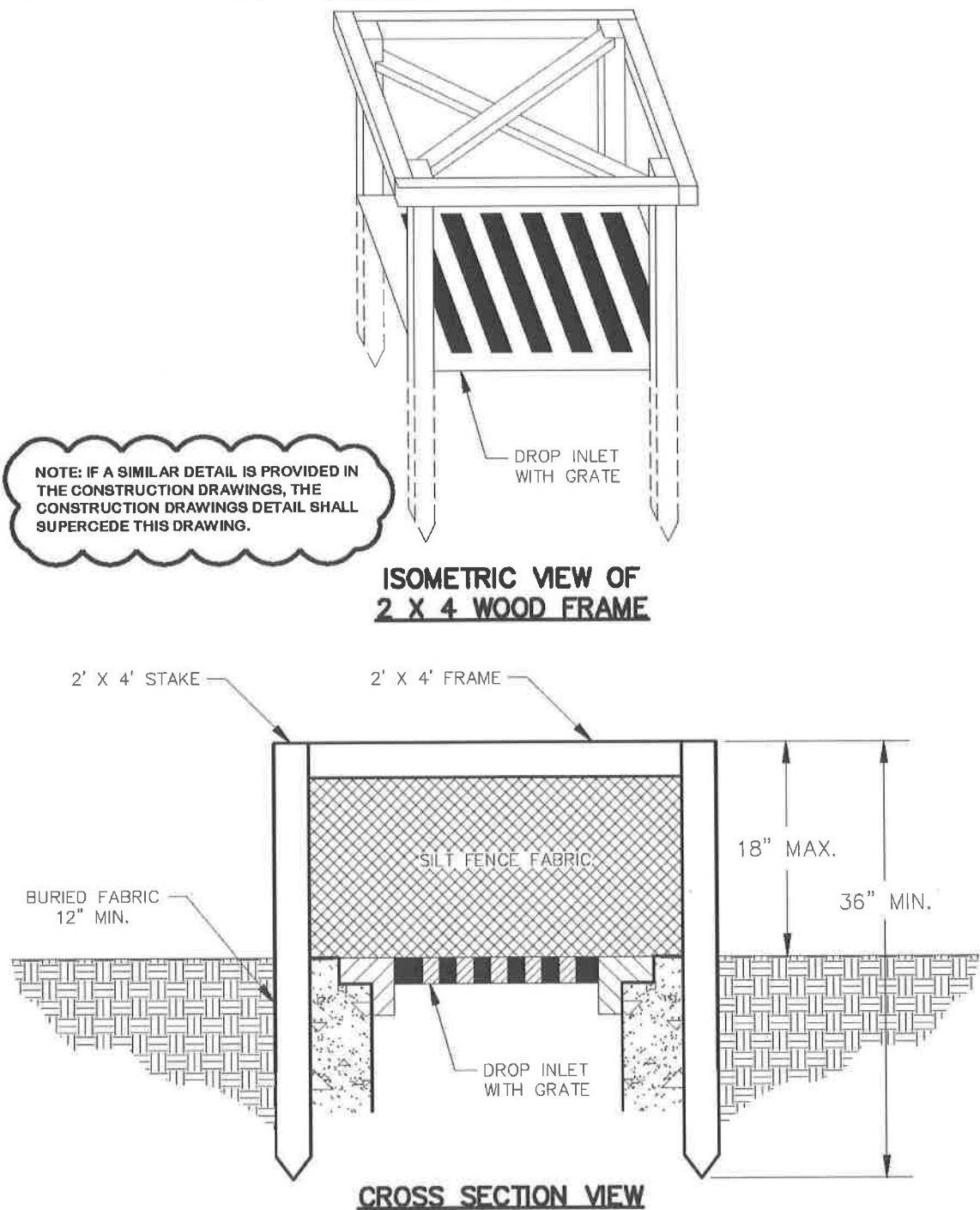


STORMWATER MANUAL

FIGURE 11-23

DROP INLET PROTECTION
USING SILT FENCE

(EFFECTIVE DATE 1/13/2011)





STORMWATER MANUAL

FIGURE 11-4 CONSTRUCTION ENTRANCE NOTES AND SPECIFICATIONS (OCTOBER 1, 2016)

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

1. 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.
4. 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.

ESC PERMITTING, INSPECTION, AND ENFORCEMENT PROCEDURES

DWQ Stormwater and Water Quality Capital Projects:

DWQ Section Managers: Mark Sander

DWQ Project Manager: TJ Taylor

Construction Contract Administrator (CA): Rick Day

Resident Project Representatives (RPR): Bill Warren

ESC Plan Reviewer: DWQ Stormwater Section–Amad Al-Humadi

Land Disturbance Permit (LDP) Issuer: DOE New Development

Erosion and Sediment Control Compliance Inspector: RPR

Accela Data Entry: DWQ Compliance & Monitoring (C&M)–Richard Lamey, Kevin Lyne

Land Disturbance Permit (LDP) Permittee: Contractor

Permitting Procedures

1. Contractor shall develop a Stormwater Pollution Prevention Plan / Erosion and Sediment Control Plan (SWPPP/ESC Plan). A SWPPP/ESC Plan template is on the LFUCG website at <https://www.lexingtonky.gov/new-development>. On some projects, the construction contract documents may contain a SWPPP/ESC Plan prepared by LFUCG's consultant for purposes of establishing bid quantities. If the Contractor chooses to use this SWPPP/ESC Plan to obtain the required permits, the Contractor takes sole responsibility for the content of the SWPPP/ESC Plan and the implementation of the plan during construction.
2. Contractor must submit an application for a Land Disturbance Permit to the LFUCG Division of Engineering before beginning project construction. The permit application is available at <https://aca3.accela.com/lexky/>.
3. For projects with a disturbed area of ≥ 1 acre, the contractor must submit a Notice of Intent (NOI) to the KY Division of Water (KDOW) and obtain KYR10 Permit coverage before beginning construction of any kind on the site. The NOI can be submitted electronically at <http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf>.
4. Contractor cannot start project work until they have obtained the LFUCG Land Disturbance Permit and KYR10 Permit coverage (if applicable—see above).
5. Amad Al-Humadi will review the SWPPP/ESC Plan, confirm that the Contractor has obtained KYR10 Permit coverage (if applicable—see above), and authorize the Contractor to install the initial BMPs.
6. Contractor then installs the initial BMPs, prior to project work (general excavation, grading, etc.).
7. Amad Al-Humadi inspects the installation of the initial BMPs and authorizes DOE New Development to issue the Land Disturbance Permit. Contractor then begins the project.

Contractor Responsibilities

Contractor shall:

1. Develop a SWPPP/ESC Plan, or review and agree to use the SWPPP/ESC Plan prepared by LFUCG's consultant or amend it as needed.
2. Attend a pre-construction conference with LFUCG.
3. Post the LFUCG Land Disturbance Permit and KYR10 Permit (if applicable) on the project sign at the site and keep a copy of the SWPPP/ESC Plan on site and available for review.
4. Follow the SWPPP/ESC Plan; revise and redline it as conditions change on the site.
5. Install and maintain BMPs to prevent sediment from washing into streets, storm sewers, and streams. All runoff from disturbed areas must pass through a BMP before leaving the site.
6. Maintain a 50-foot vegetative buffer strip along perennial and intermittent streams (including impounded streams), wetlands, sinkholes, and inlets.
7. If work must be done within 50 feet of a perennial or intermittent stream, wetland, sinkhole, or inlet, complete work as soon as possible and stabilize the area within 24 hours after completing work.
8. Conduct an ESC inspection at least once every 7 calendar days and within 24 hours after each rainfall of 0.5" or greater.
9. Complete and sign the inspection form after each inspection. Keep the completed inspection forms on site and available for review.
10. Stabilize inactive portions of the site with straw, blanket, seed, or other cover within 14 days of no activity, and provide permanent stabilization within 14 days of reaching final grade.
11. If the project has a KYR10 Permit, file a Notice of Termination with the KY Division of Water and forward to the LFUCG Division of Engineering and LFUCG Division of Water Quality when construction has been completed and the site is stabilized. Final stabilization is defined as follows from KYR10: "All soil disturbing activities at the site have been completed and either of the two following criteria are met—a uniform (e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed."
12. Respond promptly to Verbal Warnings and Notices of Violation from LFUCG regarding correcting ESC problems.

Inspection Procedures for the Resident Project Representative

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

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

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

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

Enforcement Procedures

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

Compliance Assistance Guidance for DWQ Capital Project Inspectors

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

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

TECHNICAL SPECIFICATIONS

SECTION 16-FINAL CLEANUP

16.1 SCOPE

The work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied by the CONTRACTOR in connection with the work has been cleared of all rubbish, equipment, excess materials, temporary structures, and weeds. Rubbish and all waste material of whatever nature shall be disposed of in waste areas provided by the CONTRACTOR. All property, both public and private, which has been damaged in the execution of the work, shall be replaced or restored in an acceptable manner. All ditches shall be drained, and all space shall be left unobstructed and in such condition as acceptable to the ENGINEER.

16.2 BASIS OF PAYMENT

Final Cleanup shall be paid for by Lump Sum.

TECHNICAL SPECIFICATIONS

SECTION 17—CLEANING AND INTERNAL INSPECTION OF STORM SEWER PIPE: CCTV

17.1 SCOPE

A CLOSED-CIRCUIT TELEVISION (CCTV) survey is required for all newly installed sewer pipe and/or any designated existing pipe shall be performed. The television survey shall be performed by an experienced CCTV Contractor approved by the LFUCG Division of Engineering.

The CCTV inspections should be performed by the approved contractor a minimum of thirty (30) days after any new pipe has been backfilled, unless otherwise approved by the Engineer.

17.2 GENERAL

All lines designed by the Engineer shall be internally inspected. The purpose of the inspection is to locate structural damage that may be present in the collection pipe.

Any structural damage found in the pipe impairing the CCTV inspection, shall be documented and the Engineer should be notified immediately. The Engineer and Owner will evaluate the damage and, if cost-effective, the Engineer will notify the Contractor in writing to proceed with cleaning or additional repairs. These repairs will be made at the unit prices shown on the Contractor's Bid Proposal.

The Owner makes no guarantee that all of the sewers to be entered are clear for the passage of a camera. The methods used for securing passage of the camera are to be at the option of the Contractor, and the costs must be included in the bid price for television inspection. The cost of retrieving the television camera, under all circumstances, when it becomes lodged during inspection, shall be incidental to this portion of the work.

No later than each Thursday morning, the Contractor's Project Coordinator shall provide the Engineer with a tentative weekly schedule and shall also provide daily notification of those areas to be investigated.

17.3 EQUIPMENT

The CCTV mainline inspection system television shall be one specifically designed and constructed for such inspection. The inspection system shall be able to perform pan/tilt or pan/rotate operations. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The system shall be operable in 100 percent humidity conditions. The camera, television monitor and other components of the CCTV system shall be capable of producing a minimum 500-line resolution video picture. Picture quality and definition shall be to the satisfaction of the Engineer and if unsatisfactory, equipment shall be removed, and no payment made for unsatisfactory inspection.

17.4 RECOMMENDED METHOD FOR INTERNAL INSPECTION

The camera shall be moved through the sewers in the downstream direction at a uniform rate not to exceed 30 ft./min., stopping when necessary to insure proper documentation of the sewer's condition. Manual winches, power winches, TV cable and power rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions may be used to move the camera through the sewer line.

If during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole. If the camera again fails to pass through the entire manhole section, the Contractor shall notify the Engineer of the situation.

17.5 INSPECTION LOGS AND CD/DVDS

All CD/DVDS, and logs shall be labeled with the Contractors Name, Contract number, DVD number (logs must match that number) and with each Contractor the DVD/ logs must start at number 1 and progress upward till the end of this contract.

A log approved by the Engineer shall be provided for all line inspections listing the watershed, line segment ID, line segment location, upstream manhole depth, downstream manhole depth, pipe diameter, pipe material, defects and defect ratings, also see notes above. Printed and digital records shall be kept by the Contractor and will clearly show the location of each infiltration point observed during inspection. In addition, other points of significance such as locations of service connections, unusual conditions, roots, storm sewer connections, damaged pipe, presence of scale and corrosion and other discernible features will be recorded and a copy of such records in both hard copy and digital format will be supplied to the Engineer. The digital records must be in a Microsoft Database format (.mdb file extension) or other format approved by the Engineer. A key to all observations used shall be included on each log sheet.

The locations of all the defective areas to be repaired will be identified by logging the distance frame at each defect or point of interest measured from the center of the starting manhole to the plane of focus of the camera. The importance of accurate distance measurements is emphasized. Confirmation of measurement for location of defects shall be above ground by means of a meter device. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape or other suitable device, and the accuracy shall be satisfactory to the Engineer. Marking on the cable or the like, which would require interpolation for depth of manhole, will not be allowed.

The purpose of DVD recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed. DVD recording playback shall be at the same speed that it was recorded. DVDs shall be considered property of the Owner and the Contractor shall possess backup copy of all DVDs until completion of the Contract. All CCTV work done must be recorded on DVD's using the software Visual Pipes and the Contractor must supply the LFUCG a readable copy of said software to view these DVD's.

17.6 FINAL ACCEPTANCE

Acceptance of this portion of work shall be made upon the successful review of the DVD submitted to the LFUCG. If the DVDs are of such poor quality and/or the sewer line needs additional cleaning that the Owner is unable to evaluate the condition of the sewer line or to locate service connections, the Contractor shall be required to re-televiser and provide a suitable DVD of the line at no additional cost. If a suitable DVD cannot be provided of such quality that the Owner can review it, no payment shall be made for additional cleaning and/or closed-circuit television (CCTV). Also, no payment shall be made for portions of lines not televised or portions where manholes cannot be negotiated with the television camera.

17.7 BASIS OF PAYMENT

The television survey shall be at the Contractor's expense and is incidental to the installation of the pipe.

TECHNICAL SPECIFICATIONS

SECTION 19–PROJECT SIGN

19.1 SCOPE

The Work covered by this specification consists of furnishing all materials, equipment, and labor for erecting the Project Sign as indicated in the LFUCG Standard Drawing 323. All statements included with the drawing are pertinent with the exception of Line 1. Payment for the Project Sign will be as indicated below.

The Project Sign shall display any and all obtained permits by the Contractor and required by LFUCG. Permits include, but are not limited to:

- Land Disturbance Permit
- Approved SWPPP
- Appendix A–Stream Construction Permit for Construction In or Along A Stream
- Appendix B–US Corp of Engineer Email
- Appendix C–Proposed Temporary Permit between LFUCG and Federal Medical Center

19.2 BASIS OF PAYMENT

Payment for project signs shall be per sign, properly prepared, installed and removed upon completion of the project. Contractor shall install one sign at the locations identified at the Pre-Construction Meeting.

PART X

APPENDICES

- A. KENTUCKY DIVISION OF WATER APPLICATION FOR PERMIT TO CONSTRUCT ACROSS OR ALONG A STREAM AND/OR WATER QUALITY CERTIFICATIONS
- B. US ARMY CORPS OF ENGINEER NWP MAINTENANCE ACTIVITIES RESPONSE EMAIL
- C. FEDERAL MEDICAL CENTER REQUIREMENTS DURING CONSTRUCTION
- D. LFUCG – Soil Erosion and Sediment Control Inspection Report

ANDY BESHEAR
GOVERNOR



REBECCA W. GOODMAN
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

ANTHONY R. HATTON
COMMISSIONER

300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601
STREAM CONSTRUCTION PERMIT

For Construction In Or Along A Stream

Issued to: **Lexington-Fayette Urban County Government**
Address: **Department of Env. Quality and Public Works**
125 Lisle Industrial Avenue
Lexington, KY 40511

Permit effective date: **November 5, 2020**
Permit expires on: **November 5, 2021**

Permit No. **30303**

Agency Interest: **1048**
Activity ID: **APE20200001**

In accordance with KRS 151.250 and KRS 151.260, the Energy and Environment Cabinet approves the application dated **October 2, 2020** for **replacement of a deteriorating 48" diameter CMP culvert and headwalls with a 48" diameter RCP culvert and headwalls in the floodplain of Bracktown Branch Tributary 1 at about stream mile 0.1, with coordinates 38.09791, -84.56456, in Lexington-Fayette County.**

There shall be no deviation from the plans and specifications submitted and hereby approved unless the proposed change shall first have been submitted to and approved in writing by the Cabinet. This approval is subject to the attached limitations. **Please read these limitations carefully!** If you are unable to adhere to these limitations for any reason, please contact this office prior to construction.

This permit is valid from the standpoint of stream obstruction only. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any other permits or licenses required by this Cabinet and other state, federal and local agencies. Specifically if the project involves work in a stream, such as bank stabilization, dredging, relocation, or in designated wetlands, a 401 Water Quality Certification from the Division of Water will be required.

This permit is nontransferable and all construction must be completed by the expiration date noted above. Year by year extensions may be requested subject to the requirements of 401KAR 4:060 Section 3 (5) (a) and (b). A request for extension, including the AI and permit numbers listed above and statement that the scope of the project has not changed can be emailed to DOWFloodplain@ky.gov.

Any violation of the Water Resources Act of 1966 as amended is subject to penalties as set forth in KRS 151.990.

If you have any questions regarding this permit, please call Mr. Ross Bishop at 502-782-6891.

Sincerely,

Handwritten signature of Solitha Dharman in black ink.

Solitha Dharman, P.E.,
Floodplain Management Section
Water Resources Branch
Division of Water

c: Frankfort Regional Office
Doug Burton, LFUCG Floodplain Coordinator
Jonathan Rehner, P.E., HK Bell Engineering
File



Stream Construction Permit

Federal Medical Center

Facility Requirements

Permit Number: 30303

Activity ID No.:APE20200001

STRC0000000007 (AI: 1048 - Culvert) replacement of a deteriorating 48" diameter CMP culvert and headwalls with a 48" diameter RCP culvert and headwalls in the floodplain of Bracktown Branch Tributary 1 at about stream mile 0.1, with coordinates 38.09791, -84.56456, in Lexington-Fayette County:

Submittal/Action Requirements:

Condition No.	Condition
S-1	Lexington-Fayette Urban County Government- Department of Env. Quality and Public Works must submit final construction report within 90 days after completion of construction. Lexington-Fayette Urban County Government- Department of Env. Quality and Public Works must certify, in writing, that the project has been completed in accordance with the approved plans and specifications. A Final Construction Report Form is enclosed. [401 KAR 4:060 Section 6]

Narrative Requirements:

Condition No.	Condition
T-1	The issuance of this permit by the cabinet does not convey any property rights of any kind or any exclusive privilege. [KRS 151.250 & 401 KAR 4:060]
T-2	This permit is issued from the standpoint of stream obstruction only and does not constitute certification of any other aspect of the proposed construction. The applicant is liable for any damage resulting from the construction, operation, or maintenance of this project. This permit has been issued under the provisions of KRS Chapter 151.250 and regulations promulgated pursuant thereto. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any other permits or licenses required by this Cabinet and other state, federal and local agencies. [KRS 151.250]
T-3	A copy of this permit must be available at the construction site. [KRS 151.250]
T-4	Any work performed by or for Lexington-Fayette Urban County Government- Department of Env. Quality and Public Works that does not fully conform to the submitted application or drawings and the limitations set forth in this permit, is subject to partial or total removal and enforcement actions pursuant to KRS 151.280 as directed by the Kentucky Department for Environmental Protection. [KRS 151.280]
T-5	Any design changes or amendments to the approved plans must be submitted to the Division of Water and approved in writing prior to implementation. [KRS 151.250]
T-6	Since Lexington-Fayette Urban County Government participates in the National Flood Insurance Program, a local floodplain permit must be obtained prior to beginning of construction. Upon completion of construction Lexington-Fayette Urban County Government- Department of Env. Quality and Public Works must contact the local permitting agency for final approval of the construction for compliance with the requirements of the local floodplain ordinance. [401 KAR 4:060 Section 9(c)]

Stream Construction Permit

Federal Medical Center
Facility Requirements

Permit Number: 30303

Activity ID No.:APE20200001

Page 2 of 2

STRCC0000000007 (AI: 1048 - Culvert) replacement of a deteriorating 48" diameter CMP culvert and headwalls with a 48" diameter RCP culvert and headwalls in the floodplain of Bracktown Branch Tributary 1 at about stream mile 0.1, with coordinates 38.09791, -84.56456, in Lexington-Fayette County:

Narrative Requirements:

Condition No.	Condition
T-7	At no point below the base flood elevation 858.3 feet (NAVD 88) shall the use of construction materials or the permanent storage of materials subject to flood damage be allowed. [401 KAR 4:060]
T-8	The permittee must obtain a Water Quality Certification (or a determination that none is required) through the Division of Water, Water Quality Branch before beginning construction. Contact the Water Quality Certification Supervisor at (502) 564-3410. [KRS 224.16-050 & Clean Water Act Section 401]
T-9	Lexington-Fayette Urban County Government- Department of Env. Quality and Public Works or any successor shall maintain the culvert in good condition and keep it free of drift and debris at all times. [401 KAR 4:060 Section 3(1), KRS 151.250]
T-10	Erosion prevention measures, sediment control measures, and other site management practices shall be designed, installed, and maintained in an effective operating condition to prevent migration of sediment off site. [KRS 224.70-110]
T-11	To avoid secondary adverse impacts, all materials used shall be stable and inert, free from pollutants and floatable objects, and shall meet all appropriate engineering standards. (Inert here means materials that are not chemically reactive and that will not rot or decompose, such as soil, rock, broken concrete or similar materials.). [401 KAR 4:060 Section 7]
T-12	There shall be no significant change in the existing approach grades and the existing top of bridge elevation. [401 KAR 4:060]
T-13	All debris and excess material shall be removed for disposal outside of the base floodplain. [401 KAR 4:060]
T-14	Upon completion of construction all disturbed areas shall be seeded and mulched or otherwise stabilized to prevent erosion. [401 KAR 4:060]
T-15	The entry of mobile equipment into the stream channel shall be limited as much as reasonably possible to minimize degradation of the waters of the Commonwealth. [401 KAR 4:060]
T-16	Construction other than as authorized by this permit shall require written approval from the Division of Water. [401 KAR 4:060]
T-17	The existing stream flow shall be maintained at all times during construction using standard flow diversion or pump around methods. Cofferdams or other structures placed in the stream shall be removed immediately if adverse flooding conditions result or if a flooding event is imminent. [401 KAR 4:060 Section 4]

FINAL CONSTRUCTION REPORT

NAME: LFUCG – Department of Env. Quality and Public Works

PERMIT NO: 30303

AI NO: 1048 Activity ID: APE20200001

Has all work on this project been completed according to the plans and specifications on file with the Division of Water?

Yes: _____

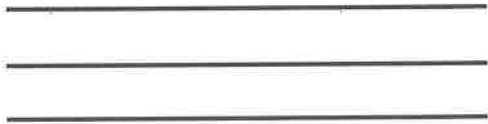
No: _____ **If no, explain. You may include attachments if necessary.**

eMail Instructions

- Copy and paste the Final construction Report text above and your responses into a blank eMail or
- Enter your name, permit number, AI #, activity # and your project completion date/explanation if not complete into a blank eMail.
- Email to DOWFloodplain@ky.gov with subject line of "FCR"

Mailing Instructions

- Fold the top edge of this page to the top edge of this box.
- Fold the bottom edge of the page up to meet the top fold and tape shut.
- Fill out return address portion
- Affix a stamp and mail.



Place
Stamp
Here

**Floodplain Management Section
Division of Water
300 Sower Boulevard
Frankfort, KY 40601**



Jonathan Rehner <jrehner@hkbell.com>

Fwd: Leestown Road FMC Culvert Replacement USACE Review; LRL-2020-860-jwr

1 message

Bryan Scott <bscott@hkbell.com>
To: "Rhoades, Jason W CIV (USA)" <Jason.W.Rhoades@usace.army.mil>
Cc: Jonathan Rehner <jrehner@hkbell.com>

Tue, Oct 13, 2020 at 10:40 AM

Jason,

Thank you for the response and taking the time to review this project. We will plan on contacting the Kentucky Division of Water to verify this project meets the conditions for Nationwide Permit No. 3. We will retain this email for our records and reach out to you if any questions arise.

Thanks,
Bryan

**Bryan A. Scott, PE*****Project Engineer***

P: 859-278-5412 | F: 859-278-2911

bscott@hkbell.com | www.hkbell.com

2480 Fortune Drive, Suite 350

Lexington, KY 40509

----- Forwarded message -----

From: **Rhoades, Jason W CIV (USA)** <Jason.W.Rhoades@usace.army.mil>
Date: Tue, Oct 13, 2020 at 10:01 AM
Subject: Leestown Road FMC Culvert Replacement USACE Review; LRL-2020-860-jwr
To: Bryan Scott <bscott@hkbell.com>

Bryan,

Thank you for providing information regarding the proposed replacement of the existing 48-inch culvert located at Leestown Road in Lexington, Fayette County, Kentucky (38.098059 and -84.564407) due to deterioration. Based on the information provided, it appears the proposed work qualifies for NWP [3], Maintenance Activities, without the need to notify the U.S. Army Corps of Engineers (Corps) via a pre-construction notification (PCN), assuming your compliance with

10/22/2020

Bell Engineering Mail - Fwd: Leestown Road FMC Culvert Replacement USACE Review; LRL-2020-860-jwr

the attached NWP [3] description/conditions and the general conditions of all NWPs. To verify that your project is covered by the enclosed Water Quality Certification (WQC) Conditions for Nationwide Permit No. 3., you may contact the Kentucky Division of Water directly at the following address;

Kentucky Energy & Environment Cabinet

Department for Environmental Protection

Division of Water

300 Sower Boulevard

Frankfort, Kentucky 40601

Telephone: (502) 564-2150

Email: 401WQC@ky.gov

If you would like a NWP [3] verification letter from the Corps, please submit a complete PCN for processing. Alternately, you can keep this e-mail for your records to document your coordination with the Corps for this project.

Your request has been assigned USACE ID #LRL-2020-860-jwr. If you have any questions I can be contacted by email or at the information provided below.

V/r,

Jason Rhoades

Regulatory Biologist, South Branch

Regulatory Division

(502)315-2643

From: Bryan Scott <bscott@hkbell.com>

Sent: Thursday, October 8, 2020 11:27

To: Baldrige, David E CIV USARMY CELRL (USA) <David.E.Baldrige@usace.army.mil>

Cc: Rhoades, Jason W CIV (USA) <Jason.W.Rhoades@usace.army.mil>

Subject: Re: [Non-DoD Source] Leestown Road FMC Culvert Replacement USACE Review

Sounds good, thanks for the update David.

Thanks,

Bryan



Bryan A. Scott, PE

Project Engineer

P: 859-278-5412 | F: 859-278-2911

bscott@hkbell.com | Blockedwww.hkbell.com

2480 Fortune Drive, Suite 350

Lexington, KY 40509

On Thu, Oct 8, 2020 at 11:15 AM Baldrige, David E CIV USARMY CELRL (USA) <David.E.Baldrige@usace.army.mil> wrote:

Your request has been assigned to Jason Rhoades. Jason has been copied on this email message.

Thanks.

David Baldrige
Chief, South Branch
Regulatory Division
U.S. Army Corps of Engineers
Louisville District
P.O. Box 59 Room 752
[600 Dr. Martin Luther King Jr. Pl.](#)
Louisville, KY 40201
502-315-6675
502-216-9117

-----Original Message-----

From: Bryan Scott [<mailto:bscott@hkbell.com>]
Sent: Tuesday, October 6, 2020 3:18 PM
To: CELRL.Door.To.The.Corps <CELRL.Door.To.The.Corps@usace.army.mil>
Subject: [Non-DoD Source] Leestown Road FMC Culvert Replacement USACE Review

Good Afternoon David,

Thank you for the phone call and voicemail, we understand the changing times and will make a note to send these electronically in the future. Please find attached the electronic copy for the request to review and comment on this project. Please let me know if anything else would be helpful.

Respectfully,
Bryan

<[Blockedhttps://docs.google.com/uc?export=download&id=0B-cGtuTuCpARWHF3RzFmNTdmajg&revid=0B-cGtuTuCpARVTB1SG5xNEQ4T1hyNVZaQ1I2VFNzdWFQdkJjPQ](https://docs.google.com/uc?export=download&id=0B-cGtuTuCpARWHF3RzFmNTdmajg&revid=0B-cGtuTuCpARVTB1SG5xNEQ4T1hyNVZaQ1I2VFNzdWFQdkJjPQ)>

10/22/2020

Bell Engineering Mail - Fwd: Leestown Road FMC Culvert Replacement USACE Review; LRL-2020-860-jwr

Bryan A. Scott, PE

Project Engineer





P: 859-278-5412 | F: 859-278-2911

bscott@hkbell.com <<mailto:bscott@hkbell.com>> | BlockedBlockedwww.hkbell.com <Blockedhttp://Blockedwww.hkbell.com/>

2480 Fortune Drive, Suite 350

Lexington, KY 40509

4 attachments

-  **General Conditions for Water Quality Certification .pdf**
81K
-  **NWP 3 401 Terms.pdf**
207K
-  **2017 Nationwide Permit General Conditions.pdf**
91K
-  **NWP3 Terms.pdf**
14K



ANDY BESHEAR
GOVERNOR

REBECCA W. GOODMAN
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

ANTHONY R. HATTON
COMMISSIONER

300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601

January 10, 2022

Issued to: **LFUCG - Division of Water**
Address: **125 Lisle Industrial Ave**
Lexington, KY 40511

Permit effective date: **January 10, 2022**
Permit expires on: **January 10, 2023**

Permit No.: **30303-Extension**

Agency Interest: **1048**
Activity ID: **APE20220001**

RE: Stream Construction Permit for replacement of a deteriorating 48" diameter CMP culvert and headwalls with a 48" diameter RCP culvert and headwalls in the floodplain of Bracktown Branch Tributary 1 at about stream mile 0.1, with coordinates 38.09791, -84.56456, in Lexington-Fayette County.

Dear LFUCG - Division of Water:

Your request for an extension of your Stream Construction Permit was received on January 10, 2022. Since there are no changes in the original plans or circumstances involved, your permit extension is approved. Please note that all restrictions and requirements on the previous permit are still applicable.

If you have any questions, please call Kathy Allen at 502-782-6875.

Sincerely,

Recoverable Signature

For: Shawn Hokanson
Manager, Water Resources Branch
Division of Water

pc: Frankfort Regional Office
wdburton@lexingtonky.gov
glubeck@lexingtonky.gov



**TEMPORARY PERMIT
to the
Lexington Fayette Urban County Government**

By authority vested in me by 43 U.S.C. §931c and 28 C.F.R §0.96, the Lexington Fayette Urban County Government, Lexington, Kentucky (LFUCG or permittee), /or permittee's duly authorized agents are hereby granted a revocable permit to use and occupy certain areas, as shown on the Map attached hereto and made a part hereof, of property comprising part of the Federal Medical Center (FMC), in Lexington, Kentucky, under the custody of the Federal Bureau of Prisons (Government), for the construction, repair, and/or replacement of a bridge, culvert, and access road used by permittee for ingress and egress to permittee's sanitary sewer pump station located on FMC Lexington property pursuant to an easement from the U.S. Department of Justice.

This temporary permit is granted subject to the following conditions:

1. The use and occupation of the said land shall be without cost or expense to the Government.
2. The permittee shall construct, operate, maintain, and replace all of its facilities in the permit area in a manner which complies with all pertinent Federal and State environmental laws and in a manner so as to prevent and avoid any threatened or actual release or disposal of any hazardous substance as identified in accordance with any pertinent Federal or State environmental laws. In the event any liability does arise under Federal and/or state environmental laws as the result of the permittee's use of the permit, the permittee shall indemnify the Government for any clean-up costs, response costs which the Government is required or obligated to undertake.
3. The permittee shall at all times keep the Government informed of any activity on this property incident to the exercise of the permit herein granted, including information on the ingress for purposes of construction, repair, or replacement of any portion of the bridge, culvert, or access road.
4. The permittee shall observe any and all regulations of the Government regarding the storage of machinery, tools, and equipment, including supervision of motor vehicles, drivers, and workmen on or in the proximity of the institution's property. Federal Medical Center Lexington is a secure facility and accountability of machinery, tools, and equipment is a vital process to keeping the institution secure and safe. Permittee and its agents must at all times maintain possession and control of machinery, tools, and equipment brought onto FMC Lexington property to perform work pursuant to this permit (e.g., shall appropriately secure (remove keys from) equipment and remove or secure tools at the end of each work day).
5. The permittee and/or its duly authorized agents shall protect any existing boundary markers removed by construction and reset them in their identical location.
6. The permittee and/or its duly authorized agents shall neither make contact with any prisoner nor compromise the security and orderly operation of the Federal Medical Center. Any such violation shall be subject to penalties prescribed by 18 U.S.C. §1791.
7. This permit does not convey any interest whatsoever in any oil, gas, or other minerals in, on, or above any land comprising FMC Lexington.

8. In the event that the permittee and /or is duly authorized agents do come into contact with a prisoner while on the property, it should be reported to the Government point of contact.
9. The Government reserves the right to construct, use, and maintain across, over, and/or under subject property utility lines and other facilities necessary for the operation of the institution in such a manner as not to create any unreasonable interference with the use of this permit.
10. Any property of the Government which may be damaged or destroyed incident to the construction and operation of the access road and easement shall be promptly repaired or replaced by the permittee or pay to the Government a sum of money sufficient to compensate for the loss sustained by reason of any such damage or destruction of said property.
11. Upon completion of construction of an access bridge, the premises shall be restored immediately by the permittee to the same condition as that in which it existed prior to commencement of such work, to the satisfaction of the Government.
12. The Government shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property or for injuries to the permittee's officers, agents, servants, employees, or its successors or assigns or others who may be on said premises at their invitation.
13. In the event of a failure to comply with any of the conditions and provisions herein set forth or nonuse of the temporary permit for which granted or an abandonment, in whole or in part, shall cease and determine and revert to and become revested in the Government as fully and completely as if the temporary permit had not been granted upon written notice of such termination being given to the Grantee, its associated and allied companies, its and their respective successors and assigns, which shall be effective as of the date of such notice.
14. This temporary permit may be revoked or terminated at any time by the Director, Federal Bureau of Prisons.

Terms and Conditions Accepted
 By the Lexington Fayette
 Urban County Government

Federal Bureau of Prisons

 Signature

 Assistant Director for Administration

 Title

 Date

 Date



TEMPORARY PERMIT
to the
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By authority vested in me by 43 U.S.C. §931c and 28 C.F.R. §§ 0.96, 0.97, the Lexington Fayette Urban County Government, Lexington, Kentucky (LFUCG or permittee), and/or its duly authorized agents is hereby granted a revocable permit to enter upon, use, and occupy certain areas, as described and shown in the Exhibit A (legal description) and Exhibit B (survey) attached hereto and made a part hereof, of property of the United States of America (Government) located in Fayette County, Kentucky, and comprising part of the real property of the Federal Bureau of Prisons' Federal Medical Center (FMC) in Lexington, Kentucky (FMC Lexington or institution), for the construction, repair, and/or replacement of a bridge, culvert, and access road used by permittee for ingress and egress to permittee's sanitary sewer pump station located on FMC Lexington property pursuant to an easement from the U.S. Department Justice.

This temporary permit is granted subject to the following conditions:

1. The use and occupation of the said land shall be without cost or expense to the Government.
2. The permittee shall construct, repair, and replace all of its facilities in the permit area in a manner which complies with all pertinent Federal and State environmental laws and in a manner so as to prevent and avoid any threatened or actual release or disposal of any hazardous substance as identified in accordance with any pertinent Federal or State environmental laws. In the event any liability does arise under Federal and/or State environmental laws as the result of the permittee's use, or because of the activities which are found to be associated with the permittee's use of the permit, the permittee shall indemnify the Government for any cleanup costs, response costs, natural resource damages, penalties, or any other costs for which the Government is found liable, including the cost of any studies and investigation necessary to determine an appropriate response to the contamination, and of any clean up or other response costs which the Government is required or obliged to undertake.
3. Further, permittee shall also be responsible for obtaining all Federal and State regulatory permits and approvals required or applicable to the activities of the permittee pursuant to this permit, and for compliance with all such permits and approvals.
4. The permittee shall at all times keep the Government informed of any activity on this property incident to the exercise of the permit herein granted, including information on the beginning and completion of permit activities, and the notification prior to ingress for purposes of construction, repair, or replacement of any portion of the bridge, culvert, or access road.

5. The permittee shall observe any and all regulations of the Government regarding the storage of machinery, tools, and equipment, including supervision of motor vehicles, drivers, and workmen on or in the proximity of the institution's property. Federal Medical Center Lexington is a secure facility and accountability of machinery, tools, and equipment is vital to keeping the institution secure and safe. Permittee and its agents must at all times maintain possession and control machinery, tools, and equipment brought onto FMC Lexington property to perform work pursuant to this permit (e.g., shall secure (remove keys from) equipment and remove or secure tools at the end of each work day).
6. The permittee shall protect any existing boundary markers removed by construction and reset them in their identical location.
7. At no cost to the Government, permittee shall reinstall and/or relocate any and all existing fences, gas lines, roadways, poles, and all other utility lines, pipes, and structures that are disturbed as a result of the construction, operation, and maintenance of the facilities; and permittee shall further be responsible for coordinating with, and obtaining all necessary permits and approvals related thereto from, the requisite governmental or regulatory authorities.
8. The permittee shall maintain, modify, construct, and/or reconstruct such stormwater and/or other drainage facilities as are necessary to provide elimination of surface water without causing destructive erosion to the property of the United States of America, and also assume all responsibility for damage by flooding resulting from construction, installation, maintenance, and repair of the facilities.
9. Any property of the Government which may be damaged or destroyed incident to the construction and operation of the access road and easement shall be promptly repaired or replaced by the permittee or pay to the Government a sum of money sufficient to compensate for the loss sustained by reason of any such damage or destruction of said property.
10. The permittee and/or its duly authorized agents shall neither make contact with any prisoner nor compromise the security and orderly operation of the FMC Lexington. Any such violations shall be subject to penalties prescribed by 18 U.S.C. §1791. In the event that the permittee does come in contact with a prisoner while on the property, the permittee shall report it immediately to the Government point of contact.
11. This permit does not convey any interest whatsoever in any oil, gas, or other minerals in, on, or under the above described land.
12. Upon completion of construction, repair and/or replacement activities, the surrounding premises shall be restored immediately by the permittee to the substantially same condition as that in which it existed prior to commencement of such work, to the satisfaction of the Government.
13. The Government reserves the right to construct, use, and maintain across, over, and/or under the subject property utility lines and other facilities necessary for the operations of the institution in such a manner as not to create any unreasonable interference with the use

of this permit.

14. The Government shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property or for injuries to the permittee's officers, agents, servants, employees, or its successors or assigns or others who may be on said premises at their invitation.
15. The provisions and conditions of the permit shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of both parties.
16. Any temporary construction permit areas/easement(s) granted in connection with the facilities, shall expire upon completion of the installation of the facilities.
17. In the event of a failure to comply with any of the conditions and provisions herein set forth or nonuse of the temporary permit for the purposes for which it was granted, or an abandonment, in whole or in part, this permit shall cease and determine and revert to and become revested in the Government as fully and completely as if the temporary permit had not been granted, upon written notice of such termination being given to the Permittee, or its respective successors and assigns, which shall be effective as of the date of such notice.
18. This permit may be revoked or terminated at any time by the Director, Federal Bureau of Prisons, and if not sooner revoked or terminated, will automatically terminate upon recordation of a permanent easement issued by the U.S. Department of Justice for the purposes described herein.

Terms and Conditions Accepted by the
Lexington Fayette Urban County Government

For/on behalf of the
Federal Bureau of Prisons

By: Linda Gorton
Linda Gorton, Mayor
Name & Title

By: LISA WARD
Digitally signed by LISA
WARD
Date: 2022.01.07 08:07:32
-05'00'
Lisa Ward, Assistant Director
Administration Division

Date: 11/9/2021

Date: 01/07/2022

TEMPORARY PERMIT
to the
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By authority vested in me by 43 U.S.C. §931c and 28 C.F.R. §§ 0.96, 0.97, the Lexington Fayette Urban County Government, Lexington, Kentucky (LFUCG or permittee), and/or its duly authorized agents is hereby granted a revocable permit to enter upon, use, and occupy certain areas, as described and shown in the Exhibit A (legal description) and Exhibit B (survey) attached hereto and made a part hereof, of property of the United States of America (Government) located in Fayette County, Kentucky, and comprising part of the real property of the Federal Bureau of Prisons' Federal Medical Center (FMC) in Lexington, Kentucky (FMC Lexington or institution), for the construction, repair, and/or replacement of a bridge, culvert, and access road used by permittee for ingress and egress to permittee's sanitary sewer pump station located on FMC Lexington property pursuant to an easement from the U.S. Department Justice.

This temporary permit is granted subject to the following conditions:

1. The use and occupation of the said land shall be without cost or expense to the Government.
2. The permittee shall construct, repair, and replace all of its facilities in the permit area in a manner which complies with all pertinent Federal and State environmental laws and in a manner so as to prevent and avoid any threatened or actual release or disposal of any hazardous substance as identified in accordance with any pertinent Federal or State environmental laws. In the event any liability does arise under Federal and/or State environmental laws as the result of the permittee's use, or because of the activities which are found to be associated with the permittee's use of the permit, the permittee shall indemnify the Government for any cleanup costs, response costs, natural resource damages, penalties, or any other costs for which the Government is found liable, including the cost of any studies and investigation necessary to determine an appropriate response to the contamination, and of any clean up or other response costs which the Government is required or obliged to undertake.
3. Further, permittee shall also be responsible for obtaining all Federal and State regulatory permits and approvals required or applicable to the activities of the permittee pursuant to this permit, and for compliance with all such permits and approvals.
4. The permittee shall at all times keep the Government informed of any activity on this property incident to the exercise of the permit herein granted, including information on the beginning and completion of permit activities, and the notification prior to ingress for purposes of construction, repair, or replacement of any portion of the bridge, culvert, or access road.

5. The permittee shall observe any and all regulations of the Government regarding the storage of machinery, tools, and equipment, including supervision of motor vehicles, drivers, and workmen on or in the proximity of the institution's property. Federal Medical Center Lexington is a secure facility and accountability of machinery, tools, and equipment is vital to keeping the institution secure and safe. Permittee and its agents must at all times maintain possession and control machinery, tools, and equipment brought onto FMC Lexington property to perform work pursuant to this permit (e.g., shall secure (remove keys from) equipment and remove or secure tools at the end of each work day).
6. The permittee shall protect any existing boundary markers removed by construction and reset them in their identical location.
7. At no cost to the Government, permittee shall reinstall and/or relocate any and all existing fences, gas lines, roadways, poles, and all other utility lines, pipes, and structures that are disturbed as a result of the construction, operation, and maintenance of the facilities; and permittee shall further be responsible for coordinating with, and obtaining all necessary permits and approvals related thereto from, the requisite governmental or regulatory authorities.
8. The permittee shall maintain, modify, construct, and/or reconstruct such stormwater and/or other drainage facilities as are necessary to provide elimination of surface water without causing destructive erosion to the property of the United States of America, and also assume all responsibility for damage by flooding resulting from construction, installation, maintenance, and repair of the facilities.
9. Any property of the Government which may be damaged or destroyed incident to the construction and operation of the access road and easement shall be promptly repaired or replaced by the permittee or pay to the Government a sum of money sufficient to compensate for the loss sustained by reason of any such damage or destruction of said property.
10. The permittee and/or its duly authorized agents shall neither make contact with any prisoner nor compromise the security and orderly operation of the FMC Lexington. Any such violations shall be subject to penalties prescribed by 18 U.S.C. §1791. In the event that the permittee does come in contact with a prisoner while on the property, the permittee shall report it immediately to the Government point of contact.
11. This permit does not convey any interest whatsoever in any oil, gas, or other minerals in, on, or under the above described land.
12. Upon completion of construction, repair and/or replacement activities, the surrounding premises shall be restored immediately by the permittee to the substantially same condition as that in which it existed prior to commencement of such work, to the satisfaction of the Government.
13. The Government reserves the right to construct, use, and maintain across, over, and/or under the subject property utility lines and other facilities necessary for the operations of the institution in such a manner as not to create any unreasonable interference with the use

of this permit.

14. The Government shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property or for injuries to the permittee's officers, agents, servants, employees, or its successors or assigns or others who may be on said premises at their invitation.
15. The provisions and conditions of the permit shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of both parties.
16. Any temporary construction permit areas/easement(s) granted in connection with the facilities, shall expire upon completion of the installation of the facilities.
17. In the event of a failure to comply with any of the conditions and provisions herein set forth or nonuse of the temporary permit for the purposes for which it was granted, or an abandonment, in whole or in part, this permit shall cease and determine and revert to and become revested in the Government as fully and completely as if the temporary permit had not been granted, upon written notice of such termination being given to the Permittee, or its respective successors and assigns, which shall be effective as of the date of such notice.
18. This permit may be revoked or terminated at any time by the Director, Federal Bureau of Prisons, and if not sooner revoked or terminated, will automatically terminate upon recordation of a permanent easement issued by the U.S. Department of Justice for the purposes described herein.

Terms and Conditions Accepted by the
Lexington Fayette Urban County Government

For/on behalf of the
Federal Bureau of Prisons

By: Linda Gorton
Linda Gorton, Mayor
Name & Title

By: _____
Lisa Ward, Assistant Director
Administration Division

Date: 11/9/2021

Date: 01/07/2022

Stream Construction Permit Extension

Federal Medical Center

Facility Requirements

Permit Number: 30303-Extension

Activity ID No.:APE20220001

Page 1 of 2

STRCC000000007 (AI: 1048 - Culvert) replacement of a deteriorating 48" diameter CMP culvert and headwalls with a 48" diameter RCP culvert and headwalls in the floodplain of Bracktown Branch Tributary 1 at about stream mile 0.1, with coordinates 38.09791, -84.56456, in Lexington-Fayette County:

Submittal/Action Requirements:

Condition No.	Condition
S-1	Lexington-Fayette Urban County Government- Department of Env. Quality and Public Works must submit final construction report within 90 days after completion of construction. Lexington-Fayette Urban County Government- Department of Env. Quality and Public Works must certify, in writing, that the project has been completed in accordance with the approved plans and specifications. A Final Construction Report Form is enclosed. [401 KAR 4:060 Section 6]

Narrative Requirements:

Condition No.	Condition
T-1	The issuance of this permit by the cabinet does not convey any property rights of any kind or any exclusive privilege. [KRS 151.250 & 401 KAR 4:060]
T-2	This permit is issued from the standpoint of stream obstruction only and does not constitute certification of any other aspect of the proposed construction. The applicant is liable for any damage resulting from the construction, operation, or maintenance of this project. This permit has been issued under the provisions of KRS Chapter 151.250 and regulations promulgated pursuant thereto. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any other permits or licenses required by this Cabinet and other state, federal and local agencies. [KRS 151.250]
T-3	A copy of this permit must be available at the construction site. [KRS 151.250]
T-4	Any work performed by or for Lexington-Fayette Urban County Government- Department of Env. Quality and Public Works that does not fully conform to the submitted application or drawings and the limitations set forth in this permit, is subject to partial or total removal and enforcement actions pursuant to KRS 151.280 as directed by the Kentucky Department for Environmental Protection. [KRS 151.280]
T-5	Any design changes or amendments to the approved plans must be submitted to the Division of Water and approved in writing prior to implementation. [KRS 151.250]
T-6	Since Lexington-Fayette Urban County Government participates in the National Flood Insurance Program, a local floodplain permit must be obtained prior to beginning of construction. Upon completion of construction Lexington-Fayette Urban County Government- Department of Env. Quality and Public Works must contact the local permitting agency for final approval of the construction for compliance with the requirements of the local floodplain ordinance. [401 KAR 4:060 Section 9(c)]

Stream Construction Permit Extension

Federal Medical Center
Facility Requirements

Permit Number: 30303-Extension

Activity ID No.:APE20220001

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STRC0000000007 (AI: 1048 - Culvert) replacement of a deteriorating 48" diameter CMP culvert and headwalls with a 48" diameter RCP culvert and headwalls in the floodplain of Bracktown Branch Tributary 1 at about stream mile 0.1, with coordinates 38.09791, -84.56456, in Lexington-Fayette County:

Narrative Requirements:

Condition No.	Condition
T-7	At no point below the base flood elevation 858.3 feet (NAVD 88) shall the use of construction materials or the permanent storage of materials subject to flood damage be allowed. [401 KAR 4:060]
T-8	The permittee must obtain a Water Quality Certification (or a determination that none is required) through the Division of Water, Water Quality Branch before beginning construction. Contact the Water Quality Certification Supervisor at (502) 564-3410. [KRS 224.16-050 & Clean Water Act Section 401]
T-9	Lexington-Fayette Urban County Government- Department of Env. Quality and Public Works or any successor shall maintain the culvert in good condition and keep it free of drift and debris at all times. [401 KAR 4:060 Section 3(1), KRS 151.250]
T-10	Erosion prevention measures, sediment control measures, and other site management practices shall be designed, installed, and maintained in an effective operating condition to prevent migration of sediment off site. [KRS 224.70-110]
T-11	To avoid secondary adverse impacts, all materials used shall be stable and inert, free from pollutants and floatable objects, and shall meet all appropriate engineering standards. (Inert here means materials that are not chemically reactive and that will not rot or decompose, such as soil, rock, broken concrete or similar materials.). [401 KAR 4:060 Section 7]
T-12	There shall be no significant change in the existing approach grades and the existing top of bridge elevation. [401 KAR 4:060]
T-13	All debris and excess material shall be removed for disposal outside of the base floodplain. [401 KAR 4:060]
T-14	Upon completion of construction all disturbed areas shall be seeded and mulched or otherwise stabilized to prevent erosion. [401 KAR 4:060]
T-15	The entry of mobile equipment into the stream channel shall be limited as much as reasonably possible to minimize degradation of the waters of the Commonwealth. [401 KAR 4:060]
T-16	Construction other than as authorized by this permit shall require written approval from the Division of Water. [401 KAR 4:060]
T-17	The existing stream flow shall be maintained at all times during construction using standard flow diversion or pump around methods. Cofferdams or other structures placed in the stream shall be removed immediately if adverse flooding conditions result or if a flooding event is imminent. [401 KAR 4:060 Section 4]

Construction Site Inspection Report

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

Field Inspection Observations

BMP Category	Compliance			Field Indicators for Compliance
	Poor	Fair	Good	
Project Operations				Notice of Intent (KPDES permit) and other local/state permits on file ESC/SWPPP on site and available for review; project activities compliant with 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 ft min) Rock pad with underliner 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 14 days, no unmanaged rills or gullyng 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

BMP Category	Compliance			Field Indicators for Compliance
	Poor	Fair	Good	
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 ESC Best 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

Inspection Notes and Key Observations

List of Stabilized Areas: Vegetation is Established; Ditches are Stabilized; No Exposed Soil

Other Notes or Observations:

Corrective Actions Taken and/or Proposed Revisions to ESC/SWPPP Plan:

I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Signature of Inspector: _____

Date: _____