



CALL NO. 103

CONTRACT ID. 081011

KENTON COUNTY

FED/STATE PROJECT NUMBER CM 3002(184)

LETTING DATE: April 18, 2008

Sealed Bids will be received in the Division of Construction Procurement and/or the Auditorium located on the 1st floor of the Transportation Cabinet Office Building until 10:00 AM EASTERN DAYLIGHT TIME April 18, 2008. Bids will be publicly opened and read at 10:00 AM EASTERN DAYLIGHT TIME.

ROAD AND/OR BRIDGE PLANS

DBE CERTIFICATION REQUIRED

REQUIRED BID PROPOSAL GUARANTY: Not less than 5% of the total bid.

(Check guaranty submitted: Cashier's Check Certified Check Bid Bond)

BID BONDS WHEN SUBMITTED WILL BE RETAINED WITH THE PROPOSAL

DBE General Plan Included

BID

PROPOSAL ISSUED TO: _____

SPECIMEN

Address

City

State

Zip

TABLE OF CONTENTS

PART I	SCOPE OF WORK
	<ul style="list-style-type: none">• PROJECT(S), COMPLETION DATE(S), & LIQUIDATED DAMAGES• CONTRACT NOTES• CONTRACT DBE GOAL• FEDERAL CONTRACT NOTES• GENERAL DBE PARTICIPATION PLAN• ASPHALT MIXTURE• DGA BASE• INCIDENTAL SURFACING• OPTION B• RIGHT OF WAY NOTES• UTILITY CLEARANCE• WATERLINE SPECIFICATIONS• KPDES STORM WATER PERMIT, BMP AND NOI• COMMUNICATING ALL PROMISES
PART II	SPECIFICATIONS AND STANDARD DRAWINGS
	<ul style="list-style-type: none">• SPECIFICATIONS REFERENCE• SUPPLEMENTAL SPECIFICATIONS
PART III	EMPLOYMENT, WAGE AND RECORD REQUIREMENTS
	<ul style="list-style-type: none">• FEDERAL-AID CONSTRUCTION CONTRACTS - FHWA 1273• NONDISCRIMINATION OF EMPLOYEES• EXECUTIVE BRANCH CODE OF ETHICS• PROJECT WAGE RATES• NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO
PART IV	INSURANCE
PART V	STATEMENT OF INCOMPLETED WORK
PART VI	BID ITEMS
PART VII	CERTIFICATION
	<ul style="list-style-type: none">• PROVISIONS RELATED TO SENATE BILL 258 (1994)• NON-COLLUSION CERTIFICATION• CERTIFICATION OF ORGANIZATION(S)

- CERTIFICATION OF PERFORMANCE
- CERTIFICATION FOR FEDERAL-AID CONTRACTS
- CERTIFICATION OF BID PROPOSAL / DBE
- DBE SUB-CONTRACTOR BIDDERS LIST

PART I
SCOPE OF WORK

CONTRACT ID - 081011

ADMINISTRATIVE DISTRICT - 06

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - KENTON

PCN - DE05908420811

CM 3002(184)

HOUSTON ROAD (KY 842) CONSTRUCTION OF PARK AND RIDE FACILITY ON HOUSTON ROAD IN ERLANGER.

ASPHALT SURFACE WITH GRADE & DRAIN. SYP NO. 06-00204.00.

GEOGRAPHIC COORDINATES LATITUDE 39^01'00" LONGITUDE 84^37'00"

COMPLETION DATE(S):

30 WORKING DAYS

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

All addenda to this proposal must be incorporated into the proposal when the bid is submitted to the Kentucky Department of Highways. Failure to use the correct and most recent bid sheet(s) may result in the bid being rejected.

BID SUBMITTAL

Bidder must use the Department's Highway Bid Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. (www.transportation.ky.gov/contract)

The Bidder must download the bid items created from the web site to prepare a bid proposal for submission to the Department. The bidder must insert the completed bid item sheets printed from the Program into the bidder's proposal and submit with the disk created by said program.

JOINT VENTURE BIDDING

Joint Venture bidding is permissible. However, both companies MUST purchase a bidding proposal. Either proposal may be submitted but must contain the company names and signatures of both parties where required. A joint bid bond of 5% may be submitted for both companies or each company may submit a separate bond of 5%.

UNDERGROUND FACILITY DAMAGE PROTECTION

The contractor is advised that the Underground Facility Damage Protection Act of 1994, became law January 1, 1995. It is the contractor's responsibility to determine the impact of the act regarding this project, and take all steps necessary to be in compliance with the provision of the act.

CONTRACT DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal established for this contract is 8 % of the total value of the contract.

The contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in at least the percent of the contract as set forth above as goals for this contract.

FEDERAL CONTRACT NOTES

The Kentucky Department of Highways, in accordance with the Regulations of the United States Department of Transportation 23 CFR 635.112 (h), hereby notifies all bidders that failure by a bidder to comply with all applicable sections of the current Kentucky Standard Specifications, including, but not limited to the following, may result in a bid not being considered responsive and thus not eligible to be considered for award:

102.02 Current Capacity Rating
102.08 Irregular Proposals
102.09 Proposal Guaranty

102.10 Delivery of Proposals
102.14 Disqualification of Bidders

CIVIL RIGHTS ACT OF 1964

The Kentucky Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Federal Department of Transportation (49 C.F.R., Part 21), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin.

NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1-800-424-9071.

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

FHWA 1273

The requirements of Paragraph VI of FHWA 1273 does not apply to projects with a total cost of less than \$1,000,000.00.

SECOND TIER SUBCONTRACTS

Second Tier subcontracts on federally assisted projects shall be permitted. However, in the case of DBE's, second tier subcontracts will only be permitted where the other subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

It is the policy of the Kentucky Transportation Cabinet ("the Cabinet") that Disadvantaged Business Enterprises ("DBE") shall have the opportunity to participate in the performance of highway construction projects financed in whole or in part by Federal Funds in order to create a level playing field for all businesses who wish to contract with the Cabinet. To that end, the Cabinet will comply with the regulations found in 49 CFR Part 26, and the definitions and requirements contained therein shall be adopted as if set out verbatim herein.

The Cabinet, contractors, subcontractors, and sub-recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of work performed pursuant to Cabinet contracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted highway construction projects. The contractor will include this provision in all its subcontracts and supply agreements pertaining to contracts with the Cabinet.

Failure by the contractor to carry out these requirements is a material breach of its contract with the Cabinet, which may result in the termination of the contract or such other remedy as the Cabinet deems necessary.

OBLIGATION OF CONTRACTORS

Each contractor prequalified to perform work on Cabinet projects shall designate and make known to the Cabinet a liaison officer who is assigned the responsibility of effectively administering and promoting an active program for utilization of DBEs.

If a formal goal has not been designated for the contract, all contractors are encouraged to consider DBEs for subcontract work as well as for the supply of material and services needed to perform this work.

Contractors are encouraged to use the services of banks owned and controlled by minorities and women.

CERTIFICATION OF CONTRACT GOAL

Contractors shall include the following certification in bids for projects for which a DBE goal has been established. BIDS SUBMITTED WHICH DO NOT INCLUDE CERTIFICATION OF DBE PARTICIPATION WILL NOT BE READ PUBLICLY. These bids will not be considered for award by the Cabinet and they will be returned to the bidder.

“The bidder certifies that it has secured participation by Disadvantaged Business Enterprises (“DBE”) in the amount of ____ percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program.”

The certification statement is located on the last page of this proposal. All contractors must certify their DBE participation on that page. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted.

DBE PARTICIPATION PLAN

All bidders are encouraged to submit their General DBE Participation Plan with their bid on the official form. Lowest responsive bidders whose bid packages include DBE Participation Plans may be awarded the contract at the next Awards Committee meeting provided that the DBE goal is met. The DBE Participation Plan shall include the following:

1. Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
2. Description of the work each is to perform including the work item , unit, quantity, unit price and total amount of the work to be performed by the individual DBE;
3. The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows:
 - a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
 - The entire expenditure paid to a DBE manufacturer;
 - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
 - the amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.

- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
4. Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

The apparent low bidder who does not submit a General DBE Participation Plan with the bid shall submit it within 10 calendar days after receipt of notification that they are the apparent low bidder. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Participation Plan.

Detailed DBE Participation Plan forms will be included in the Contractor Package presented to successful bidders following the awarding of the project. The Detailed DBE Participation Plan must be completed and returned to Contract Procurement in accordance with Cabinet policy. A copy of the blank estimate will be included with the Detailed DBE Participation Plan to list sequence items by PCN (Project Control Number).

Changes to DBE Participation Plans must be approved by the Cabinet. The Cabinet may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with the bid, and/or other circumstances beyond the control of the prime contractor.

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Cabinet considers in judging good faith efforts. This documentation may include written subcontractors' quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The Good Faith Effort Package shall include, but may not be limited to information showing evidence of the following:

1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
2. Whether the bidder provided solicitations through all reasonable and available means;
3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
5. Whether the bidder selected portions of the work to be performed by DBEs 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 DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
6. Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
7. Whether the bidder negotiated in good faith with interested DBEs 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;
8. Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as 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 DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
9. Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
10. Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
11. Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

Where the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the Good Faith Committee based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person for administrative reconsideration. The bidder will be notified of the Committee's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of the Committee's decision. The reconsideration meeting will be held within two days of the receipt of a request by the bidder for reconsideration.

The request for reconsideration will be heard by the Office of the Secretary. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the Cabinet or to the United States Department of Transportation.

The Cabinet reserves the right to award the contract to the next lowest responsive bidder or to rebid the contract in the event that the contract is not awarded to the low bidder as the result of a failure to meet the good faith requirement.

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

Failure by the prime contractor to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the Cabinet will hold the prime contractor accountable, as would be the case with all other contract provisions. Therefore, the contractor's failure to carry out the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

- Disallow credit toward the DBE goal;
- Withholding progress payments;
- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

PROMPT PAYMENT

The prime contractor will be required to pay the DBE within seven (7) working days after he or she has received payment from the Kentucky Transportation Cabinet for work performed or materials furnished.

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal.

Prime contractors will incorporate a requirement into DBE subcontracts, including supply contracts, that DBEs must provide to the Division of Construction, a copy of all checks received from the prime contractor within seven days of receipt of payment for work performed on Cabinet projects. Checks to DBE subcontractors must include the PCN number, estimate number, and the sequence and quantity.

DEFAULT OR DECERTIFICATION OF THE DBE

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and the overall goal cannot be credited for the uncompleted work, the prime contractor may utilize a substitute DBE or elect to fulfill the DBE goal with another DBE on a different work item. If after exerting good faith effort in accordance with the Cabinet's Good Faith Effort policies and procedures, the prime contractor is unable to replace the DBE, then the unmet portion of the goal may be waived at the discretion of the Cabinet.

ASPHALT MIXTURE

The rate of application for all asphalt mixtures shall be estimated at 110 lbs/sy per inch of depth, unless otherwise noted.

DGA BASE

The rate of application for DGA Base shall be estimated at 115 lbs/sy per inch of depth.

INCIDENTAL SURFACING

The quantities established in the proposal include estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, and road and street approaches. These items are to be paved to the limits as shown on Standard Drawing RPM 110 or to the limits as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, the paving of the crossroads shall be to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. These areas are to be surfaced or resurfaced as directed by the Engineer and no direct payment will be allowed for placing and compacting.

OPTION B

The Contractor is advised that the compaction of asphalt mixtures furnished to this project will be accepted by OPTION B in accordance with Section 402 and Section 403 of the current *Standard Specification*.

Right-of-Way Certification Form

Revised 9/3/08

Federal Funded

Original

State Funded

Re-Certification

This form must be completed and submitted to FHWA with the PS&E package for federal-aid funded Interstate, Appalachia, and Mega projects. This form shall also be submitted to FHWA for **all** federal-aid projects that fall under conditions No. 2 & 3 outlined elsewhere in this form. For all other federal-aid projects, this form shall be completed and retained in the KYTC project file.

Date: March 10, 2008

Project #: C0597717001 R

County: KENTON

Item #: 06-0204.00

Federal #: CM 3002 (139)

Letting Date: May 23
APRIL 18, 2008

Description of project: PARK & RIDE
LOT

Projects that require **NO** new or additional right-of-way acquisitions and/or relocations

The proposed transportation improvement will be built within the existing rights-of-way and there are no properties to be acquired, individuals and families ("relocatees") to be relocated, or improvements to be removed as a part of this project.

Projects that require new or additional right-of-way acquisitions and/or relocations

Per 23 CFR 635.309, the KYTC hereby certify that all relocatees have been relocated to decent, safe, and sanitary housing or that KYTC has made available to relocatees adequate replacement housing in accordance with the provisions of the current FHWA directive(s) covering the administration of the Highway Relocation Assistance Program **and** that at least one of the following three conditions has been met. **(Check those that apply.)**

1. All necessary rights-of-way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish these improvements and enter on all land. **Fair market value has been paid or deposited with the court.**

2. Although all necessary rights-of-way have not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Trial or appeal of some parcels may be pending in court and on other parcels full legal possession has not been obtained, but an Interlocutory Judgment has been granted, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish these improvements. **Fair market value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to start of construction. (See note.)**

Right-of-Way Certification Form

Note: The KYTC shall re-submit a right-of-way re-certification form for this project prior to the start of construction (**Notice to Proceed**), verifying that fair market value for all parcels has been paid or deposited with the court.

Right-of-Way Certification Form



3. The acquisition or right of occupancy and use of a **few** remaining parcels are not complete and/or some parcels still have occupants. However, all remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. The KYTC is hereby requesting authorization to advertise this project for bids and to proceed with physical construction even though the necessary rights-of-way will not be fully acquired, and/or some occupants will not be relocated, and/or the fair market value will not be paid or deposited with the court for some parcels at the start of construction. KYTC will fully meet all the requirements outlined in 23 CFR 309(c) (3) and 49 CFR 102(j) and will expedite completion of all acquisitions, relocations, and full payments after construction starts. A full explanation and reason for this request, including identification of each such parcel and dates on which acquisitions, payments, and relocations will be completed, is attached to this certification form for FHWA consideration and approval. (See note.)

Note: The KYTC may request authorization on this basis only in unique and unusual circumstances. Proceeding to construction of projects on this basis shall be the exception and never become the rule. In all FHWA-approved cases, the KYTC shall make extraordinary efforts to expedite completion of the acquisition, payment for all affected parcels, and the relocation of all relocatees promptly 30 days after start of construction.

Approved: Henry C. Germann
Printed Name

Henry C. Germann District ROW Supervisor
Approved 3/10/08

Approved: Paul M^cCanley
Printed Name

Paul M^cCanley For Steve Damron
3-11-08 Director of ROW & Utilities or Designee
Approved

Approved: A. Olivia Michael
Printed Name

3/12/08 Olivia Michael
FHWA, Right-of-Way Officer
Approved

Right-of-Way Certification Form

Date: MARCH 10, 2008

Project #: C 059 7717001 R

County: KENTON

Item #: 06-0204.00

Federal #: CM 3002 (139)

Letting Date: APRIL 18, 2008

This project has 5 total number of parcels to be acquired, and 3 total number of individual or families to be relocated, as well as 0 total number of businesses to be relocated.

- 5 Parcels were acquired by a signed fee simple deed and fair market value has been paid (**Type 1**)
- Parcels have been acquired through condemnation and IOJ granted by the court and fair market value has been deposited with the court (**Type 1 certification**)
- Parcels have **not been acquired at this time** but **can be Re-certified as acquired prior to Notice to Proceed for construction.**(*explain below for each parcel*) (**Type 2 certification**)
- Parcels have been acquired or have a "right of Entry" but the fair market value has not been paid or has not been posted with the court, and they can not be re-certified prior to construction. (These parcels require an explanations below for each one as well as FHWA approval. (**Type 3 only**))
- Some displacees have not been relocated from all parcels: (*explain below for each parcel*)(*notes to plans may be required*)

Parcel #	Name/Station	Explanation for delayed acquisition, delayed relocation, or delayed payment of fair market value	Proposed date of payment or of relocation

There are 0 billboards and/or 0 cemeteries involved on this project.
 There are 0 water or monitoring wells on parcels 0 and 0 . All have been acquired and are the responsibility of the project contractor to close/cap.

SPECIAL NOTES FOR UTILITY CLEARANCE IMPACT ON CONSTRUCTION

Kenton County
FD52 059 77170
000CM 03002
Houston Road Park and Ride Lot
Item No. 06-0204.00

GENERAL NOTES AND NOTICES RELATIVE TO ALL GAS, WATER AND SEWER CONSTRUCTION

The information provided below in these Special Notes for Utility Clearance Impact on Construction may not be exact or complete. The information provided is for the contractor's use in planning the execution of the work. It shall be the road contractor's responsibility to verify the completeness and/or accuracy of all such information being furnished.

The road contractor MUST use flowable fill as the backfill media any place water lines cross under existing or proposed roadway surfaces. It should also be noted that the cost of the flowable fill shall be incidental to the cost of the water line being installed.

All existing water mains are to be maintained throughout road construction. Temporary water facilities to maintain service are to be provided and paid for by the road contractor as incidental to road construction. No additional compensation will be paid the contractor for temporary work and materials to maintain existing water mains.

The contractor shall notify the utility owner(s) of all planned shutdowns of utility mains or utility service to customers at least three business days in advance. Advance notice will allow for customers to be notified by the utility owner. Any unannounced disruption of water mains that inconveniences any customer is to be avoided.

Any intentional or accidental disruption of service due to damage to water mains caused by any of the contractor's operations without three days advance notice to the utility owner shall be cause for the Cabinet to charge liquidated damages in the amount of five thousand dollars per day (\$5,000/day) per occurrence against the contractor until such time as the utility main is restored.

The Utility Owner will provide inspection when work is being performed by the contractor on their respective utility facility. It will be the road contractor's responsibility to notify the appropriate utility owner for inspection.

Kentucky Division of Water permits for water are not necessary for this project due to its small scale.

SPECIAL NOTES FOR UTILITY CLEARANCE, IMPACT ON CONSTRUCTION (CONTINUED)

The contractor shall plug and safeload the entire length of all abandoned pipes 6 inches in diameter and larger under proposed pavement and under any existing pavement that is to remain. The contractor shall plug and safeload the entire length of all abandoned pipes 15 inches and larger which will be located outside of proposed pavement but within project limits. Appropriate bid items have been included in the road contract. The safeloading criteria above shall be observed unless otherwise directed by the Resident Engineer or his representative.

Duke Energy (Electric), Duke Energy (Gas), Cincinnati Bell Telephone, and Insight Communications (CATV) facilities will be abandoned or removed prior to construction, and will not be replaced.

Northern Kentucky Water District facilities will be relocated by the road contractor using plans inserted into the roadway plans and specifications inserted into the proposal. Appropriate bid items have been included on bid sheets.

Sanitary Sewers are not known to exist within the project limits.

Railroads are not involved in this project.

PROTECTION OF UTILITIES

THE LOCATION OF UTILITIES PROVIDED IN THE CONTRACT DOCUMENTS HAS BEEN FURNISHED BY THE FACILITY OWNERS AND/OR BY REVIEWING RECORD DRAWINGS. THE INFORMATION MAY NOT BE EXACT NOR COMPLETE. IT WILL BE THE ROAD CONTRACTORS RESPONSIBILITY TO LOCATE UTILITIES BEFORE EXCAVATING BY CALLING THE VARIOUS UTILITY OWNERS AND BY EXAMINATING ANY SUPPLEMENTAL INFORMATION PROVIDED BY THE CABINET AND/OR UTILITY OWNER. THE ROAD CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND ELEVATION OF UTILITIES BY HAND DIGGING TO EXPOSE UTILITIES BEFORE HE EXCAVATES IN THE AREA OF A UTILITY. THE COST FOR REPAIR AND ANY OTHER ASSOCIATED COSTS FOR ANY DAMAGE TO UTILITIES CAUSED BY THE ROAD CONTRACTORS OPERATIONS SHALL BE BORNE BY THE ROAD CONTRACTOR.

THE CONTRACTOR IS ADVISED TO CONTACT THE B.U.D. ONE-CALL SYSTEM; HOWEVER, THE CONTRACTOR SHOULD BE AWARE THAT THE OWNERS OF THE UNDERGROUND FACILITIES ARE NOT REQUIRED TO BE MEMBERS OF THE B.U.D. ONE-CALL SYSTEM. IT MAY BE NECESSARY FOR THE CONTRACTOR TO CONTACT THE COUNTY COURT CLERK TO DETERMINE WHAT UTILITY COMPANIES HAVE FACILITIES IN THE PROJECT AREA.

THE CONTRACTOR IS ALSO ADVISED TO REVIEW THE PROJECT IN THE FIELD AND BE AWARE OF OVERHEAD LINES WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHOULD BE CAUTIOUS WHEN WORKING UNDER THESE LINES.

SPECIAL NOTES FOR UTILITY CLEARANCE, IMPACT ON CONSTRUCTION (CONTINUED)

THE CONTRACTOR IS RESPONSIBLE FOR MAKING ANY ARRANGEMENTS HE FEELS PRUDENT TO AVOID CONTACT WITH THESE OVERHEAD LINES.

Water Specifications

Northern Kentucky Water District

Section I

DESCRIPTION OF BID ITEMS

1. **RELOCATE FIRE HYDRANT:** Includes allowing for Northern Kentucky Water District's Inspector to inspect the existing fire hydrant prior to reuse, returning unusable fire hydrants to the Northern Kentucky Water District Warehouse and picking up a replacement hydrant for use if the existing fire hydrant is determined unfit for reuse. Includes all labor, equipment, excavation, materials and backfill to relocate existing fire hydrant to valve, pipe, and anchoring tee as indicated on plans and on standard drawings contained in the plans. The pipe, valve and anchoring tee shall be paid under separate bid items when required. The Contractor to supply and install all anchoring couplings, fire hydrant extensions, concrete blocking, restoration, granular drainage material, etc, needed to install the fire hydrant complete and ready for use as shown on the plans, and in accordance with the specifications and standard drawings. No additional payment will be made for rock excavation. Paid EACH (EA) when complete.
2. **DUCTILE IRON PIPE (ALL SIZES)** Includes the specified pipe, polyethylene wrap, labor, equipment, excavation, bedding, restoration, disinfection, testing, backfill, etc. required to install the specified pipe at the location shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. No additional payment will be made for rock excavation. Paid LINEAR FEET (LF).
3. **TEES, BENDS, REDUCERS, AND INCREASERS (ALL SIZES)** Includes the specified ductile iron or mechanical joint fitting, polyethylene wrap, labor, equipment, excavation, blocking, anchoring, disinfection, backfill, restoration, etc. to install the specified fitting at the locations shown on the plans in accordance with the specifications and standard drawing complete and ready for use. Paid EACH (EA) when complete.
4. **VALVES (ALL SIZES)** Includes the specified resilient seat gate valve for valve sizes of 300 mm (12") and smaller, and butterfly valves for larger valves, polyethylene wrap, labor, equipment, excavation, anchoring (if any), valve box and valve stem extensions, backfill, 600 mm x 600 mm x 100 mm (2'x2'x4") concrete pad, restoration, testing, disinfection, etc. required to install the specified valve at the location shown on the plans in accordance with the specifications and standard drawings complete and ready for use. Paid EACH (EA) when complete.
5. **TIE-IN TO (ALSO, CONNECT TO) EXISTING MAIN (ALL SIZES)** Includes all labor, equipment, excavation, fittings, sleeves, couplings, blocking, anchoring, restoration, disinfection, testing and backfill required to make the tie-in as shown on the plans, and in accordance with the specifications complete and ready for use. Pipe for tie-ins shall be paid under separate bid items and shall be measured thru tie-in fittings. Paid EACH (EA) when complete.

Section II

GENERAL INSTRUCTIONS AND SPECIAL NOTES

1. **WATER SHUTDOWNS** No customer of Northern Kentucky Water District shall be without water for a period longer than 4 hours unless approved by Northern Kentucky Water District. All customers to be without water shall be notified 24 hours in advance. No active water main shall be shut down without prior approval of Northern Kentucky Water District. Tie-ins on this project may have to be scheduled at night, on weekends or other off peak hours.
2. **PROTECTION OF EXISTING UTILITIES** The existing utilities shown on the plans are shown as best known at the time the plans were developed and are to be used as a guide only by the Contractor. The Contractor shall use all means at his disposal to accurately locate all affected utilities, whether shown on the plans or not, prior to excavation and protect these utilities during construction. Any damage to existing utilities during construction that are shown or not shown on the plans shall be repaired at the Contractor's expense.
3. **STATIONS AND DISTANCES** All stations and distances indicated in the plans or specifications are approximate, therefore, some minor adjustment may have to be made during construction to fit actual field conditions.
4. **FIRE HYDRANT DISCONNECTION** No fire hydrant shall be removed from service without prior approval of Northern Kentucky Water District, and the proper fire authority.
5. **RESIDENT ENGINEER** "Resident Engineer" as referred to in the specifications or in the plans shall mean the Kentucky Department of Highways Engineer in charge of the project and his inspectors.
6. **WATER MAIN INSPECTION** Northern Kentucky Water District and their inspectors, and the resident engineer and his inspectors shall be jointly responsible for inspection of water line facilities installation. Where the phrase "as directed" appears in these specifications without defining who is doing the directing, it shall be understood "as directed" means jointly directed by the Resident Engineer and Northern Kentucky Water District
7. **PRIOR INSPECTION OF EXISTING METER SETTINGS** The Contractor with the Northern Kentucky Water District's inspector shall make an inspection of all meter settings to adjusted or relocated prior to construction. Any meter setting not up to Northern Kentucky Water District standard shall be noted and parts furnished to the Contractor by the Northern Kentucky Water District for installation as needed. Any water meter setting, fire hydrant or any other water facilities that are to be relocated, adjusted, reused or remain and are damaged by the Contractor shall be repaired at the contractors expense. Any old water meter settings removed and not reused shall be turned over to the Northern Kentucky Water District.
8. **SPECIAL BACKFILL NOTE** No sand or granular material shall be used for backfill above 300 mm (12") over the top of the pipe or around structures. Only compacted soil or flowable fill shall be used unless approved or otherwise directed by the Resident Engineer.
9. **GENERAL SAFETY** For the security and safety of people in and adjacent to trenches or construction operations, the "Manual of Accident Prevention in Construction" published by the Associated General Contractors Association of America, the "Manual On Uniform Traffic Control Devices" published by the Federal Highway Administration, and the safety

regulations of the appropriate state and local agencies shall be followed when specifically applicable, or by similarity of operation or as necessary for adequate protection.

10. **MATERIAL HANDLING** Pipe, fittings, valves, hydrants, and accessories shall be loaded, unloaded, and handled by lifting with hoists or skidding so as to avoid shock or damage. Under no circumstances shall such materials be dropped. Pipe handled on skidways shall not be skidded or rolled against other pipe.
11. **PROTECTION OF PAVEMENT** Where main construction is located in or adjacent to pavements, all construction equipment shall have rubber tires. Crawler equipment will be permitted when there is no danger of damaging pavement.
12. **NOISE, DUST AND ODOR CONTROL** The Contractors construction activities shall be conducted so as to eliminate all unnecessary noise, dust, and odors. The use of oil or other materials, for dust control, which may cause tracking will not be permitted.
13. **EXCAVATION AND CONSTRUCTION MATERIALS** All excavated material and all construction materials in prosecution of the work shall be deposited so as not to endanger the work, create unnecessary annoyance to the public, or interfere with natural drainage courses. During the course of the work, all material piles shall be kept trimmed up and maintained in a neat, workmanlike manner. All material piles shall be kept a reasonable distance away from roadways so as not to cause a hazard and block the motorists view.
14. **PROTECTION OF TREES, SHRUBS, AND OTHER ITEMS TO REMAIN** Special care shall be taken by the Contractor to avoid unnecessary damage to trees or shrubs and their root systems or any other items shown to remain. Should the Contractor do unnecessary damage to any item shown to remain, the item shall be repaired or replaced at the contractors expense. Should unnecessary damage be caused to items to remain and is determined not repairable, the Contractor shall compensate the owner for the loss if any.
15. **UNACCEPTABLE EXCAVATED TRENCH MATERIAL** Any excavated trench material which is determined unacceptable for backfill shall be removed from the area and wasted at a location acquired by the Contractor and approved by the Resident Engineer. Acceptable backfill material shall be acquired by the Contractor at a location approved by the Resident Engineer. The disposition and handling of unacceptable material and the acquisition and handling of acceptable material shall be at the Contractors expense.
16. **BLASTING ROCK** No blasting of rock shall be performed without specific permission of the Resident Engineer. Blasts shall be properly covered and all utilities and structures in the area shall be properly protected. Warning shall be given to all persons in the area who could be affected by the blasting. Blasting shall be at the risk of the Contractor who shall be liable for all damages to persons or property caused by the blasting. All blasting shall be performed in accordance with all regulations of the Kentucky Department of Mines and Minerals and all other governing agencies having jurisdiction. The Kentucky Department of Mines and Minerals, area emergency response agencies, utility companies with utilities in the area shall be notified of the blasting sufficiently in advance.
17. **ABANDONED VALVES** The valve boxes shall be removed from all abandoned valves prior to final roadway paving. This shall be done to the satisfaction of the Engineer. Paving over a valve box without removing same will not be acceptable. No separate payment will be

made for removal of valve boxes but shall be considered incidental to water line construction.

18. **SALVAGED AND STOCKPILED ITEMS** The Contractor shall salvage all items in a workmanlike manner. Any item damaged by the Contractor thru negligence shall be replaced with new items at the contractors expense. All salvaged items to be stockpiled and picked up by NKWSD, shall be stored in a safe place until pickup. The Contractor is to notify NKWSD at 859-578-9898 when salvaged items are available for pickup.

16. **CONSTRUCTION PROCEDURE** The successful contractor to prepare construction procedure with respect to the installation of water utilities. The Sequence and Procedure of Water Utilities Construction shall be approved by the Northern Kentucky Water District's Engineering Department prior to the beginning of the water utilities relocations.

Section III **MATERIAL SPECIFICATIONS**

1. **CONCRETE** All concrete shall be Class A in accordance with KYDOH Standard Specs. for Road and Bridge Construction current edition and shall be placed in accordance with same unless otherwise noted. The concrete shall be placed to the dimensions as required in the plans or specifications. Reinforcing steel shall be placed in the concrete as required in the plans or specifications.

2. **CONCRETE REINFORCING STEEL** All reinforcing steel shall be Grade 40. The size, location, placement, and quantity shall be as required in the plans or specifications.

3. **WATER MAIN**

A. **DUCTILE IRON PIPE**. Ductile iron pipe shall meet the requirements of ANSI A21.51 (AWWA C151)

1. **Material**. The chemical constituents shall meet the physical property recommendations of ASTM A536 to ensure that the iron is suitable for satisfactory drilling and cutting.

2. **Minimum Thickness**. Unless otherwise shown on the plans, the minimum thickness of the barrel of the pipe shall be Class 52. All pipe shall be clearly marked as to class by the manufacturer.

3. **Coating and Lining**. The pipe shall be coated outside with a bituminous coating in accordance with ANSI A 21.51 (AWWA C151) and lined inside with cement mortar and seal coated in accordance with ANSI A21.4 (AWWA- C104).

4. **Fittings & Glands**. Fittings and glands shall be ductile iron as specified in Section 3A, "Ductile Iron Fittings".

5. **Polyethylene Encasement**. Ductile Iron Pipe shall be encased with Polyethylene film conforming to ANSI A21.5 (AWWA C105)

B. **PIPE JOINTS**

1. **Push on and Mechanical**. - Push-on and mechanical joints including accessories shall conform to ANSI A21.11 (AWWA-C111). Bolts shall be high strength COR-10 tee head with hex nuts. The maximum deflection at push-on joints and/or mechanical joints shall be 5 degrees or as recommended by the Manufacturer.

2. **Flanged**. - Flanged joints shall meet the requirements of ANSI A21.15 (AWWA C115) or ANSI B16.1

a. **Gaskets**. All flanged joints shall be furnished with 1/16 inch thick full face red rubber.

b. **Bolts**. Bolts shall have American Standard heavy unfinished hexagonal head and nut dimensions all a specified in ANSI B18.2. For bolts of 1-3/4 inches in diameter and larger, bolt studs with a nut on each end are recommended. Material for bolts and nuts shall conform to ASTM A307, Grade B.

3. Restrained. - If restrained joint system is required on the plans, all pipes, bends, valves, etc. shall be restrained. Restrained joints shall consist of a device to provide a flexible, tied joint. Acceptable devices would be a clamp type joint or bell-bolt flexible tied joint or approved equal. Method of restraining and laying schedule shall be approved by the Engineer prior to the start of the project. Manufacturer installation instructions shall be followed. Restrained joints shall be capable of withstanding a maximum joint pressure of 14 kg/sq.cm (200 psi.) unless otherwise noted.

a. Bell and Spigot Bell and spigot joints shall conform to ANSI A21.6.

b. Push-on. Restrained push-on joints shall conform to ANSI A21.11 (AWWA C111). When bolts and nuts are required, they shall be corrosion resistant high strength steel. **Mechanical joints with retainer gland and Lok-Set joints are not acceptable unless otherwise specified.**

4. FITTINGS

A. DUCTILE IRON FITTINGS. Ductile Iron Compact Fittings and accessories shall conform to AWWA C153 and Full Body Fittings - and accessories to AWWA C110. Bolts and nuts shall be high strength, corrosion resistant alloy, such as "Cor-Ten" or approved equal.

1. Working Pressures. All fittings and accessories shall be Ductile Iron, rated for a minimum of 200 psi working pressure or as specified herein. The fittings and accessories shall be new and unused. (NOTE: Certain areas of the District's service area require materials used, to be of a higher working pressure than 200 psi.)

2. Coating and Lining. The fittings shall be coated outside with a bituminous coating in accordance with ANSI A21.10 (AWWA C110) and lined inside with cement mortar and seal coated in accordance with ANSI A21.4 (AWWA C104).

3. Fittings and Glands. All pipe fittings shall be mechanical joint fittings. Mechanical joints shall conform to AWWA C111.

4. Polyethylene Encasement. Ductile Iron Fittings shall be encased with polyethylene film conforming to ANSI A21.5 (AWWA C105)

B. JOINTS

1. Mechanical. Mechanical joints including accessories shall conform to ANSI A21.11 (AWWA C111). Glands shall be ductile iron. Bolts shall be high strength COR-10 tee head with hex nuts.

2. Flanged. Flanged joints shall meet the requirements of ANSI A21.15 (AWWA C115) OR ANSI B16.1 and be used with the express approval of the Engineer.

a. Gaskets. All flanged joints shall be furnished with 1/16 inch thick full face red rubber.

b. Bolts. Bolts shall be stainless steel and have American Standard heavy unfinished hexagonal head and nut dimensions all as specified in ANSI B18.2. For bolts of 1-3/4 inches in diameter and larger, bolt studs with a nut on each end are recommended. Material for bolts and nuts shall conform to ASTM A307, Grade B.

3. Restrained. If restrained joints is shown on the plans, all pipe, bends, valves, etc. shall be restrained.

a. Bell and Spigot. Bell and spigot joints shall conform to ANSI A21.6.

5. POLYETHYLENE WRAP

All ductile iron pipe, fittings, valves, and fire hydrant leads shall be polyethylene wrapped, installed according to the current edition of AWWA C105. Ductile iron fittings, valves, and fire hydrant leads used in the installation of P.V.C. pipe shall be included.

A. Material. Polyethylene wrap shall be a minimum of 8-mil polyethylene tube.

B. Installation. The contractor shall cut the roll in tubes 2 feet longer than a standard length of pipe. Each tube shall be slipped over the length of pipe, centering to allow a 1' overlap on each adjacent pipe section. After the lap is made, slack in the tubing shall be taken up for a snug fit and the overlay shall be secured with polyethylene tape.

Pipe shall not be wrapped and stored on site for any period of time, but wrapped and immediately placed in the trench, fittings shall be wrapped prior to installing blocking or pads. (see Standard Drawing #104) Polyvinyl chloride pipe requires no wrap. Odd shaped appurtenances such as valves, tees, fittings, and other ferrous metal pipeline appurtenances shall be wrapped by using a flat sheet of polyethylene. Wrapping shall be done by placing the sheet under the appliances and bringing the edges together, folding twice, and taping down.

6. FIRE HYDRANTS

A. DESCRIPTION. The Contractor shall provide all labor, materials, tools, and equipment required to furnish and install in good workmanlike manner all fire hydrants complete and ready for service where shown on the plans or where directed by the Engineer and as specified herein.

B. FIRE HYDRANTS. Fire hydrants shall conform to AWWA C502. Hydrants shall conform to the standards of the Northern Kentucky Water District as SHOWN on the plans. All fire hydrants shall have auxiliary valves for isolating water flow to the hydrant. All fire hydrants and auxiliary valves shall be positively locked to the water main by restrained joints, hydrant adapters, or other approved method.

Hydrants shall be designed to 200 psi working pressure and shall be shop tested to 300 psi hydrostatic pressure with the main valve both open and closed. The barrel shall have a breakable safety section and/or base bolts just above the ground line. Hydrants shall have a main valve opening of 5 1/4 inches, a 6 inch mechanical joint inlet to be suitable for setting in a trench 1,000 mm (3' 6") deep minimum, and shall be

the traffic style hydrant so that the main valve remains closed when the barrel is broken off. Hydrants shall have a dry top and shall be self draining, when the main valve is closed. Self draining hydrants shall drain to dry wells provided exclusively for that purpose. Hydrant drains shall not be connected to storm or sanitary sewers. Hydrants located generally in the Covington System and other areas determined by the Engineer (flood zones) shall have all drain holes plugged prior to installation. Hydrants shall be rotatable in a minimum of eight (8) position in 360 degrees. All hydrants shall have two (2)- two and one half (2 1/2) inch hose nozzles and one (1) steamer or pumper connection threaded to conform to Northern Kentucky Water District Standards: steamer nozzle shall be National Standard Thread and 2 1/2" outlets shall be Northern Kentucky Water District Standard Thread (Old Cincinnati Thread). The operating nut and the nuts of the nozzle caps shall be square in shape, measuring one (1) inch from side to side. Hydrant body shall be painted yellow for areas designed for 150 psi working pressure and red for areas in excess of 150 psi. Hydrants used in areas in excess of 150 psi working pressure shall be designed to operate at the higher pressures and shall have independent operating valves on each 2 1/2" outlet.

All hydrants shall be right hand open, clockwise, except in certain areas of Campbell Co. as specified in Standard Drawings and shall have a direction arrow of operation cast into the dome of the hydrant. Installation per Standard Drawing #109.

- C. **INSTALLATION.** The installation of fire hydrants shall be in conformance with "Mains Installation" section, paragraph "Setting Hydrants".
- D. **Polyethylene Encasement** Fire hydrant tee, anchoring pipe and part of the fire hydrant shoe shall be encased with Polyethylene film conforming to ANSI A21.5 (AWWA C105). (See Standard Drawing #109)

7. **VALVES**

- A. **DESCRIPTION.** The Contractor shall provide all labor, materials, tools, and equipment required to furnish and install in good workmanlike manner all valves and accessories complete and ready for service where shown on the plans or where directed by the Engineer and as specified herein.
- B. **GATE VALVES.** Gate valves shall conform to AWWA C509 and shall be cast iron or ductile body, resilient wedge, non-rising stem with rubber "O" ring packing seals. All external dome and packing bolts shall be stainless steel. The valves shall open by turning counter-clockwise. All valves shall have openings through the body of the same circular area as that of the pipe to which they are attached. Valves shall have mechanical joint ends unless otherwise shown on the plans or directed by the District. All valves shall be designed for a working pressure of 250 pounds per square inch (PSI) unless otherwise noted on the plans or in the "Supplemental Specifications". An extension stem shall be furnished if required, to bring the operating nut within 3-1/2 feet of finished grade. Extension stems shall be securely fastened to the valve stem. The Contractor shall make all valves tight under their working pressures after they have been placed and before the main is placed in operation.
- C. **TAPPING SLEEVES AND VALVES.** Tapping sleeves and valves shall be designed for a working pressure of 250 psi. The tapping sleeve together with the tapping valve shall be tested at 250 psi for visible leakage and pressure drop before the main is tapped.

Tapping sleeve and valve used in high pressure areas shall be tested at 350 psi.

1. Tapping Sleeves Tapping sleeves shall be two piece with mechanical joint type ends, and be so designed as to assure uniform gasket pressure and permit centering of the sleeve on the pipe.
2. Tapping Valves Tapping valves shall have a flange on one end for bolting to the tapping sleeve and a mechanical joint type end connection on the outlet with slotted standard flange or other adapters for connection to the tapping machine. All external dome, flange and packing bolts shall be stainless steel. The valves shall open by turning counterclockwise. Tapping valves shall conform to AWWA C509.

D. VALVE BOXES All valves shall be provided with valve boxes. Valve boxes shall be of standard, adjustable, heavy duty cast iron extension type, two piece, 5 1/4 inch shaft, screw type, and of such length as necessary to extend from valve to finished grade, Tyler #562-S, Tyler #564-S or approved equal. Valve box cover shall be stamped "Water". Tops shall be set at final established grade.

E. BUTTERFLY VALVES. Unless otherwise specified valves 16 inches and larger shall be butterfly valves rated at 250 psi working pressure and conform to the applicable portions of AWWA Standard C504, latest edition.

1. Body - The valves shall be AWWA Class 250B designed for tight shut-off against a differential pressure of 250 psi. Valve bodies shall be constructed of ductile iron. Two trunnions for shaft bearing shall be integral with the valve body. The valves and appurtenances shall be suitable for buried service.
2. Ends - Valves shall have mechanical joint ends and shall be furnished with high strength COR-10 tee head with hex nuts, ductile iron glands, and rubber gaskets for each mechanical joint end.
3. Discs - Valve discs of cast steel, fabricated steel, or cast bronze are not acceptable.
4. Seats - Seats bonded on the discs are not acceptable.
5. Shaft Seals - If stuffing boxes are utilized for shaft seals they shall be constructed of cast iron, ASTM A126. Gland assemblies shall be of cast bronze, ASTM B132. The packing gland shall be housed in a solid walled cast iron, ASTM A48, Class 40 one piece structure or equal.
6. Operators - The valve operating mechanism shall be for counterclockwise opening. There shall be no external moving parts on valve or operator except the operator input shaft. Input shaft is to be operated by a 2 inch square operating nut. Maximum required input force on the operator shaft to open and close the valve shall be 40 pounds. The total number of turns applied to the operating nut required to completely open the valve from a completely closed position shall not be less than twice the normal valve diameter. An extension stem shall be furnished to bring the operating nut within 3 1/2 feet of the finished grade. Extension stems shall be securely fastened to the valve stem.

E. **VALVE BOXES** All valves shall be provided with valve boxes. Valve boxes shall be of standard, adjustable, heavy duty cast iron extension type, two piece, 5 1/4 inch shaft, screw type, and of such length as necessary to extend from valve to finished grade, Tyler #562-S, Tyler #564-S or approved equal. Valve box cover shall be stamped "Water". Tops shall be set at final established grade.

F. **AIR RELEASE AND VACUUM VALVES.** Air release valves shall be constructed at high points in the water line as indicated on the plans. These valves shall permit the air in the pipeline to escape as the pipe line fills and allows the air to re-enter as the line empties. These valves shall be APCO Air Release Valves Model #200-A, 250 psi working pressure, 1", cast iron body and cover. 16" and larger water mains shall be a 2" air release valve and curb stop. Refer to Standard Drawing #106 for reference.

8. STEEL CASING PIPE

Casing pipe shall be steel pipe with a minimum yield strength of 35,000 psi with a minimum wall thickness as listed below:

Nominal Diameter Casing Pipe	Normal Wall Thickness	Nominal Diameter Casing Pipe	Normal Wall Thickness
Under 350 mm (14")	0.251"	650 mm (26")	0.438"
350 & 400 mm(14"&16")	0.282"	700 & 750 mm(28"&30")	0.469"
450 mm (18")	0.313"	800 mm (32")	0.501"
500 mm (20")	0.344"	850 & 900 mm(34"&36")	0.532"
550 mm (22")	0.375"	950 – 1050mm(38,40&42")	0.563"
600 mm (24")	0.407"	1200 mm (48")	0.626"

The inside diameter of the casing pipe shall be at least 100 mm (4") greater than the outside diameter of the carrier pipe joints. Steel casing sections shall be connected by welding, conforming to AWWA C206.

Adequate pipe spacers shall be installed to ensure that the carrier pipe is adequately supported in the center of the casing pipe throughout it's length, particularly at the ends. There shall not be any metallic contact between the casing and carrier pipe. Casing shall be backfilled with pea gravel or sand after the carrier pipe is installed to prevent pipe movement. Casings shall have both ends sealed up in such a way as to prevent the entrance of foreign material. See Standard Drawing #104 for installation details.

9. **MATERIAL APPROVAL** Material certification and test samples shall be provided by the Contractor, at the contractors expense, as required by Northern Kentucky Water District and the Kentucky Department of Highways. No material shall be used until approved. All rejected material be removed from the project and approved material acquired by the Contractor at the Contractor's expense.

10. **PAVING MATERIALS FOR REPLACEMENT IN KIND** All materials for replacement in kind of streets, sidewalks, curbs, walls etc. shall meet the requirements of the applicable sections of KYDOH Standard Specifications For Road And Bridge Construction.

11. FLOWABLE FILL This material shall meet the requirements of SPECIAL NOTE 7X of the Kentucky Department of Highways' Standard Specifications for Road and Bridge Construction.

Section IV **CONSTRUCTION**

- A. **GENERAL** Installation of water mains and appurtenances shall conform to the latest edition of AWWA Standard C600 for D.I.P.

Water main pipe and fittings shall be laid on a good level foundation with no gaps or humps under the pipe or fittings. Excavation shall be done by hand at joints to prevent the pipe and fittings from being supported by the mechanical joint or slip joint bell. Pipe shall be laid with the bell ends facing in the direction of laying.

The interior of the pipe shall be thoroughly cleaned of foreign matter before being lowered into the trench and shall be kept clean during laying operations. **ALL OPEN ENDS ARE TO BE CLOSED WITH CAPS OR PLUGS AT ALL TIMES WHEN PIPE LAYING OPERATIONS ARE NOT IN OPERATION AND AT THE END OF THE DAY.** All caps or plugs shall be properly installed and blocked in advance of filling, flushing, and testing mains. All securing and blocking shall be inspected by the Engineer prior to backfilling of ditch.

- B. **HANDLING**. Pipe, fittings, valves, hydrants and accessories shall be loaded and unloaded by lifting with hoists or skidding so as to avoid damage. Under no circumstances shall such materials be dropped. Pipe handled on skidways shall not be skidded or rolled against other pipe. Pipe hooks that extend inside the ends of the pipe shall not be used for handling the pipe since they could damage the lining. Under no circumstances shall such materials be dropped. The interior of all pipe, fittings and other accessories shall be kept free from dirt and foreign material at all times. When handling P.V.C. pipe care should be taken to avoid abrasion damage, gouging of the pipe, rocks, and any stressing of the bell joints or damage of the bevel ends.

- C. **TREE REMOVAL**. Stumps of trees designated for removal 12" in diameter and smaller shall be physically removed. Any stump larger than 12" shall be ground down to 6" below final grade level.

- D. **DEWATERING**. Should water be encountered, the Contractor shall furnish and operate suitable pumping equipment of such capacity adequate to dewater the trench. The trench shall be sufficiently dewatered so that the laying and joining of the pipe is made in the dry. The Contractor shall convey all trench water to a natural drainage channel or storm sewer without causing any property damage.

- E. **CONSTRUCTION EQUIPMENT**. Where mains are located in or adjacent to pavements, all backfilling and material handling equipment shall have rubber tires. Crawler equipment shall be permitted when there is no danger of damaging pavement.

- F. **TRENCH SUPPORT**. Supporting open cuts for mains shall be the responsibility of the Contractor where trenching may cause unnecessary damage to street pavement, trees, structures, poles, utilities, or other private or public property. During the progress of the work, whenever and wherever it is necessary, the Contractor shall, at his expense, support the sides of the excavation by adequate and suitable sheeting, shoring, bracing, or other approved means. Such trench support material and equipment shall remain in place until backfilling operations have progressed to the point where the supports may be withdrawn without endangering property.

G. NOISE DUST AND ODOR CONTROL. The Contractor's construction activities shall be conducted so as to eliminate all unnecessary noise, dust and odors.

H. DISINFECTION AND LEAKAGE TESTING. See Section "Disinfection and Leakage Testing."

I. TRENCH EXCAVATION AND BOTTOM PREPARATION.

1. General. The Contractor shall perform all excavation of every description and of whatever substances encountered to the depths indicated on the drawings or as otherwise specified. During excavation material suitable for backfilling shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid overloading and to prevent slides or cave-ins. All excavated materials not required or suitable for backfill shall be removed and wasted at a site acquired by the Contractor and approved by the Engineer. Topsoil shall be stripped from the excavation area before excavation begins.

Such grading shall be done as may be required to prevent surface water from flowing into trenches or other excavations, and any water accumulating therein shall be removed by pumping or other approved methods. The trench shall be sufficiently dewatered so that the laying and joining of pipe is made in the dry. The Contractor shall take whatever action necessary to insure that water pumped from the trench will not damage private property. If necessary the Contractor shall haul trench water to another suitable location for disposal.

Such sheeting and shoring shall be furnished and installed by the Contractor, at his own expense, as may be necessary for the protection of the work, protection of other utilities, protection of structures, the safety of the personnel, and the safety of the public. All shoring shall be removed when the work is completed unless directed otherwise by the Engineer. The Contractor shall also furnish whatever barricades or fencing necessary to provide for the safety of pedestrians in excavation areas and for traffic control as discussed in other sections. All open trenches shall be adequately covered, barricaded and/or backfilled during non-working hours in order to adequately protect vehicular and pedestrian traffic.

The Contractor shall excavate whatever material encountered. Trenches shall be excavated to the widths shown in the table headed "Trench Width" or as otherwise indicated in the plans, and the banks shall be as nearly vertical as practicable. The bottom of the trenches shall be accurately graded to provide uniform bearing and support for each section of the pipe or conduit on undisturbed soil at every point along its entire length, except for bell holes and for the proper sealing of the pipe joints. Bell holes and depressions in order that the pipe rest upon the prepared bottom for as nearly its full length as practicable, shall be only of such length, depth, and width as required for properly making the particular type of joint. Additional depth shall be excavated in rock as described elsewhere herein.

Except in cases where the elevations of the water lines are indicated on the plans, trenches for water line shall be of a depth that will provide a minimum cover over the top of the pipe of 900 mm (36 inches) from the indicated finished grade, and avoid interference of the water lines with other existing or proposed utilities. Where the note occurs, "Slope to Drain", the Contractor shall manage to keep a positive slope in that

direction in order that air may travel to the air vent. Where paved surfaces are to be disturbed by an open cut, the Contractor shall provide suitable machinery to cut the edges of the pavement in a smooth straight line.

2. **Rock** The word "rock" wherever used as the name of an excavated material, shall mean boulders and solid masonry larger than .3823 cubic meter (1/2 cubic yard) in volume, or solid ledge rock and masonry which, in the opinion of the Engineer, requires for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power operated hand tool. Any material which can be excavated using a hand pick and shovel, power operated excavator, power operated backhoe or power operated shovel shall not be defined as rock.
3. **Blasting Rock**. No blasting of rock shall be done within 40 feet of pipes or structures without specific permission from the Engineer. Blasts shall be properly covered and the pipe or structure properly protected. Warnings shall be given to all persons in the immediate vicinity. Blasting shall be at the risk of the Contractor who shall be liable for all damages to persons or property. Necessary permits shall be secured and paid for by the Contractor.
4. **Trench Width**. Widths of trenches shall be held to a minimum to accommodate the pipe and appurtenances. The trench width shall be measured at the top of the pipe barrel and shall conform to the following limits:

Earth

- a. Minimum - outside diameter of the pipe barrel plus 8 inches, 4 inches each side of pipe.
Maximum - nominal pipe diameter plus 24 inches.

Rock

- Minimum – 24" or less, nominal pipe size: outside diameter of pipe barrel plus 12", @ 6" each side.
Minimum - Larger than 24", nominal pipe size: outside diameter of pipe barrel plus 18", @ 9" each side.
Maximum - nominal pipe diameter plus 24".

- b. **Butterfly Valves**. Trench width shall be over excavated 24" on the side that the operating mechanism is located on the butterfly valve when the surrounding area cannot be hand dug.
 - c. **Structures**. The minimum excavation limits for structures shall be as indicated. In rock, the excavation limits shall not exceed 12 inches from the outside wall and 6 inches below the footer.
5. **Excessive Trench Width**. If, for any reason the trench width exceeds the maximum trench width defined in paragraph "Trench Width", the Contractor, subject to approval of the Engineer, shall provide compacted stone bedding, additional strength pipe or concrete encasement, at the contractor expense.
 6. **Bottom Preparation** The Contractor shall use excavation equipment that produces an even foundation. For the entire length of the trench, a compacted layer of sand or bankrun bedding material shall be installed below the pipe. Bell holes and depressions

for joints, valves, and fittings shall be dug after the trench bedding has been graded in order that the pipe rest upon the prepared bedding for as nearly its full length as practicable. Bell holes and depressions shall be only of such length, depth, and width as required for properly making the particular type of joint.

- a. Earth. The trench shall be excavated to the depth required, so as to provide a uniform and continuous bearing and support for the pipe barrel. A minimum of a 80 mm (3") sand shall be installed on the solid and undisturbed ground. The finished trench bottom shall be accurately prepared by means of hand tools.
 - b. Rock. Where excavation is made in rock or boulder, the trench shall be excavated 6 inches below the pipe barrel for pipe 24 inches in diameter or less, and inches for pipe larger than 24 inches in diameter. All loose material shall be removed from the trench bottom. After preparation of the trench bottom, a pipe bed shall be prepared using sand and thoroughly compacted. The bedding material shall be spread the full width of the trench bottom.
7. Water Main Depth. Mains 12" and less in size shall be not less than 36" in depth and no more than 48" in depth, unless otherwise specified. Mains larger than 12" shall be installed as shown on the plans.
 8. Excessive Trench Depth. If, for any reason, the trench depth exceeds the trench depth shown on the Plans, the Contractor is responsible for any and all additional cost incurred for the excessive depth.
 9. Foundation. The mains are to be built on a good foundation. If, in the Engineer's opinion, the material forming the trench bottom is not suitable for a good foundation, a further depth shall be excavated and the same filled with suitable material. Unauthorized excavation below the trench bottom shall be filled with compacted crushed stone at the Contractor expense.

J. PIPE, VALVE AND HYDRANT INSTALLATION The provisions of AWWA C600 shall apply in addition to the following:

1. Pipe shall not be laid in water or when trench or weather conditions are unsuitable for the work except when permitted by the Engineer. Unless otherwise indicated in the plans or in Section I, Bid Item Explanations, the material shall be new and unused. The interior of the pipe shall be thoroughly cleaned of foreign matter before being lowered into the trench and shall be kept clean during laying operations by plugging or other approved methods. Pipe shall be laid with bell ends facing in the direction of laying, unless otherwise directed by the Engineer. After placing a length of pipe in the trench, the spigot end shall be centered in the bell of the pipe and forced home. All pipe shall be laid with ends abutting and true to line and grade. Deflection of pipe joints in excess of the manufacturer's recommendations will not be permitted. A watertight pipe plug or bulkhead shall be provided and used to prevent the entrance of foreign material whenever pipe laying operations are not in progress. Any pipe that has the grade or joint disturbed after laying shall be taken up and relayed. Any section of pipe found to be defective before of after laying shall be removed and replaced at the Contractor's expense.
2. Pipe Cutting. The cutting of pipe for installing valves, fittings, or hydrants shall be done in a neat and workmanlike manner without damage to the pipe or lining. The end shall be

smooth and at right angles to the axis of the pipe. Flame cutting of metal pipe by means of an oxyacetylene torch shall not be permitted. All pipe cutting shall be at the Contractor's expense.

3. Push-On Joints. The surfaces with which the rubber gaskets comes in contact shall be thoroughly cleaned just prior to assembly. The gasket shall then be inserted into the groove in the bell. Before starting joint assembly, a liberal coating of special lubricant shall be applied to the spigot end. (Special lubricant shall be suitable for use in potable water) With the spigot end centered in the bell, the spigot end is pushed home.
4. Mechanical Joints. Mechanical joints require that the spigot be centrally located in the bell. The surfaces with which the rubber gasket comes in contact shall be thoroughly cleaned just prior to assembly. The clean surfaces shall be brushed with a special lubricant just prior to slipping the gasket over the spigot end and into the bell. (Special lubricant shall be suitable for use in potable water) The lubricant shall also be brushed over the gasket prior to installation to remove the loose dirt and lubricate the gasket as it is forced into its retaining space. P.V.C. pipe spigot ends shall be field cut smooth and at right angles to the axis of the pipe for installation in mechanical joint fittings.

1. Bolt Torque The normal range of bolt torque to be applied to standard cast iron bolts in a joint are:

Range of Torque	
<u>Size in foot-pounds</u>	
5/8"	40 - 60
3/4"	60 - 90
1"	70 - 100
1-1/4"	90 - 120

5. Restrained Joints

- a. Ball and Socket. Ball and Socket joints shall be assembled and installed according to the manufacturers recommendations. The joint shall be thoroughly cleaned and lubricated. Check the retainer ring fastener. After installation, all slack shall be taken out of the pipe joint.
 - b. Push-On. Assemble and install the push-on joint according to the manufacturer's recommendations. Restrained joint-type pipe and fittings shall only be used as approval by the Engineer. Retaining glands, field lock gaskets, or retaining flanges shall not be considered as providing a restrained joint. The joint shall be thoroughly cleaned and lubricated. Check the retainer ring fastener. After installation, all slack shall be taken out of the pipe joint.
6. Setting Valves. Valves shall be set on a firm solid concrete block foundation so that no load will be transferred to the connecting pipe. Valves in water mains shall, where possible, be located on the street property lines extended, unless otherwise shown on the plans. A valve box shall be provided for every valve. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the operating nut of the valve. The box cover shall be set flush with the surface of the finished pavement unless otherwise shown. All valves boxes with the exception of isolating valves for fire hydrants that are located in non-paved areas shall have a minimum of 2'x2'x4" concrete pad as shown in Standard Drawing No. 105.

7. Setting Hydrants. Hydrants shall be located as shown on the plans or as directed by the Engineer. The location shall provide complete accessibility and minimize the possibility of damage from vehicles or injury to pedestrians. All hydrants shall stand plumb with the pumper nozzle facing the curb. Hydrant shall be set to the established grade, with the traffic flange within 100 mm (4") above final grade in accordance to Standard Drawing No. 109. Each hydrant shall be controlled by an independent gate valve with valve box. All valves used for hydrant control shall be anchored to the branch tee.
8. Thrust Blocking. All bends over five (5) degrees, plugs, caps, and tees shall be securely blocked against movement with concrete thrust blocks placed against undisturbed earth in accordance with Standard Drawing No. 104. Thrust blocks shall be approved by the Engineer prior to backfilling. Water mains shall have concrete thrust block at all pipe intersections and changes of direction to resist forces acting on the pipeline. All concrete thrust blocks shall be poured in such a manner that the bolts can be replaced without disturbing the blocking.

All caps or plugs used in mains to undergo hydrostatic test shall be properly installed and blocked in advance of testing mains. All caps or plug installations shall be approved by the Engineer's representative before the main is subjected to the pressure test.

- a. Concrete Blocking. Concrete blocking shall be K.D.O.T. Class A concrete as specified in Section "Concrete". Blocking shall be placed between undisturbed ground and the fitting to be anchored. The area of bearing on the fitting and on the ground in each instance shall be that shown herein. The blocking shall, unless otherwise shown, be so placed that the pipe and fitting joints will be accessible for repair.
- b. Tie Rods. If shown or specified, movement shall be prevented by attaching suitable metal rods, clamps or restrained fittings. Steel tie rods or clamps, where permitted, shall be of adequate strength to prevent movement. Steel tie rods or clamps shall be painted with three coats of an approved bituminous paint or coal tar enamel. A minimum of 3/4" welded eye bolts @ a 90 degree bend and 3/4" threaded rods may only be used with the approval of the Engineer for temporary restraint only. Duc-Lucs are prohibited for use.
- c. Restrained Fittings. Restrained fittings, where permitted, shall be subject to the approval of the Engineer.

K. TRENCH BACKFILL

All trench backfill shall be free from cinders, refuse, organic material, boulders, rocks or other material which in the opinion of the Engineer is unsuitable. No backfill shall be made with frozen material.

1. BACKFILL

- a. Trench Bottom Preparation. The pipe shall be bedded on sand to achieve full pipe barrel support. In any event not less than 3" of sand bedding shall be used.
- b. Backfill to 12" Over Pipe Barrel. All trench excavations shall be backfilled immediately after pipe is laid with the exception of thrust blocks. Compacted sand shall be used to backfill the trench from the bottom of the pipe barrel to the 12" over the pipe barrel. No

flushing of backfill shall be permitted to achieve compaction. Clay bulkheads shall be installed as specified under Bulkheads Section.

- c. Remaining Trench Backfill. From 12" above the pipe barrel to the surface, excavated trench material or flowable fill may be used as backfill material. No material shall be used for backfill that contains frozen earth, vegetation or organic material, debris, rocks 8" or larger measured in any direction, or earth with an exceptionally high void content.
- d. Compaction. All backfill shall be placed in uniform loose layers, not to exceed 12" layers, and each layer shall be compacted to a density not less than 95 percent of the standard Proctor maximum dry density (ASTM D698). The backfill shall be compacted in such a manner and with appropriate equipment so that there is no pipe damage, pipe misalignment or damage to joints. No flushing of backfill shall be permitted to achieve compaction.
- e. Bulkheads. When a granular bedding is provided in rock or when granular backfill is used, the Contractor shall place bulkheads of clay soil across the trench at 100' intervals to resist the movement of groundwater through the granular material. Such bulkheads shall be carefully compacted and shall extend approximately 3 feet in a direction parallel to the pipe and shall extend from the bottom of the trench to a point 4" below final grade level.
- f. Flowable Fill as Backfill As required by the Engineer, flowable fill shall be per Special Note 7X of the Ky. Department of Highways Standard Specifications for Road and Bridge Construction.
- g. Surface Conditions. The trench surface shall be periodically attended to during the course of the contract. The trench surface shall be maintained in a safe condition and shall not interfere with natural drainage.

L. INSTALLATION OF PIPE BY BORING OR JACKING. At certain locations where designated on the plans, the Contractor will be required to install pipe under paved areas or other obstacles by boring a hole large enough to pull the pipe through without obstructing the designated area, or by jacking, whichever is the most feasible.

M. WATER METERS Water Meters shall be installed at locations shown on the plans. The meter shall be constructed as shown on Standard Drawings contained herein or in the plans.

N. CONNECTIONS (TIE-INS) TO EXISTING WATER LINES All connections to existing water lines shall be made at location shown on the plans. Care shall be taken in each case that none of the sterilizing water may enter the system during the sterilizing operation. Each connection shall be preceded with a one inch corporation stop and drain to allow bleeding of the water line of air and sterilizing water. This corporation stop shall be furnished and installed at the Contractor's expense. All sections of pipe and appurtenances to be used for tie-ins and not sterilized, shall be thoroughly cleaned by scrubbing with a chlorine solution prior to installation. All tie-ins of mains shall be done with transitional or straight solid sleeves. Mains shall be flushed of sterilizing water before tie-ins to existing mains are made.

O. INSTALLATION OF SERVICE LINES Service line shall be installed as shown on the plans or as directed. The Contractor shall excavate whatever material encountered. The service

lines shall be installed using boring and jacking or open cut (as specified on the plans) at the depth required to clear existing and proposed sewers, but in no case shall the line be installed with less than 36" cover from final grade. The trench width shall be as excavated to a maximum of 2'. The line shall be laid on firm soil. In rock, sufficient extra depth shall be excavated and refilled with acceptable compacted soil or bedding sand to provide a cushion for the elimination of the possibility of crushing or perforating the pipe. Connections shall be made using normal practices for water line installation and in accordance with the standards in the plans or contained herein. Backfill shall meet the same requirements as that described in PIPE TRENCH BACKFILL.

- P. **TEMPORARY SERVICE CONNECTIONS** Contractor shall furnish, install, make connections, and maintain all temporary lines and other appurtenances necessary to run temporary service connections as needed to permit construction. All temporary service pipes crossing streets, commercial driveways, and/or wheelchair ramps must be buried to prevent a traffic/pedestrian hazard.

The pipe, hoses and other materials furnished by the Contractor for use as temporary service pipe, shall be clean, water-tight and fully adequate to withstand existing pressures and all other conditions of use.. Care shall be exercised throughout the installation of all temporary pipe and service fittings to avoid any possible contamination of any mains or house services or contamination of the temporary pipe proper. Contractor must disinfect all temporary line. All temporary lines must be flushed before being hooked to service line.

The Contractor shall be responsible for the regularly testing and recording the chlorine level of the temporary lines. If low levels are encountered, the Contractor shall be responsible for flushing the line to get levels into standard. The Contractor shall perform all connecting and disconnecting of temporary bypass to consumers' services and all back clearing of service lines.

The Contractor shall maintain the temporary water service line in safe and operative condition at all times. Any temporary bypass lines or services crossing a sidewalk or driveway shall be temporarily covered with a rubber ramp provided by the Contractor or bituminous cold patch, compacted by a roller or a mechanical compaction device, provided by the Contractor. Ramping method must be approved by the District prior to use. The Contractor shall be responsible for the maintenance of the temporary ramping method and any damage as a result there-of.

Q. APPLICABLE SPECIFICATIONS & STANDARDS

The following specifications and standards form a part of these Specification:

- A. **American Water Works Association (AWWA) Standards**
- B. **Northern Kentucky Water District Standards Drawing & Specifications**
- C. **"Manual of Accident Prevention in Construction" published by the **Associated General contractors of America****
- D. **Kentucky Occupational Safety and Health Administration's "Kentucky Occupational Safety and Health Standards for General Industry" current edition.**
- E. **American National Standards Institute (ANSI)**
- F. **American Society for Testing & Materials (ASTM)**
- G. **Kentucky Division of Water Quality**
- H. **"Recommended Standards for Water Works" current edition**

Section V DISINFECTION AND LEAKAGE TEST

- A. **SCOPE.** This section covers the disinfection of the new water mains, fittings, temporary services and associated appurtenances. The Contractor shall provide all labor, materials, tools, equipment, and incidentals required to test the mains for watertightness and disinfect the mains as directed by the District and as specified herein. Gauges for the test shall be furnished by the Contractor.
- B. **TEST SECTION.** After the main has been installed and backfilled all newly installed pipe or any valved section thereof shall be considered a test section.
- C. **WITNESS.** All tests performed for each test section shall be witnessed and approved by the District before acceptance. In the event the Contractor performs any test without witness by the District, the Contractor will be required to test the section again in conformance with this specification at no cost to the District.
- D. **GENERAL.** All disinfection work shall conform to the requirements of the latest revision of ANSI/AWWA C651 and the requirements of the Kentucky Division of Water. If any State requirements conflict with the provisions of this section, the State requirements shall govern.

Water required for flushing and disinfection work will be provided as stipulated in the temporary facilities.

When it is necessary to interrupt service to water customers, each customer affected shall be notified in advance of the proposed service interruption and its probable duration in accordance with the project requirements.

- E. **DISINFECTION PROCEDURE.** During construction or after the installation of the pipe and fittings is complete, an approved disinfection method, according to governing standards, shall be used. The disinfection solution shall be allowed to stand in the main and associated appurtenances for a period of at least twenty-four (24) hours.

During disinfection, all valves, hydrants, and service line connections shall be operated to ensure that all appurtenances are disinfected. Valves shall be manipulated in such a manner that the strong disinfection solution in the main from flowing back into the supply line. Check valves shall be used if required.

All non-disinfected fittings used for tie-ins or repairs shall be cleaned and swabbed with a liquid sodium hypochlorite disinfecting solution prior to installation.

- F. **FINAL FLUSHING.** Upon completion of chlorination but before sampling and bacteriological testing, Contractor shall remove all heavily chlorinated water from the main and temporary services by flushing with potable water at the maximum velocity which can be developed under the direction and control of the District.

The Contractor shall properly neutralize and dispose of the chlorinated water and flushing water in accordance with all applicable regulations. Contractor shall obtain all special waste disposal permits necessary.

- G. **DISPOSAL OF HEAVILY CHLORINATED WATER.** Contractor shall apply a de-chlorinating agent to the water to be wasted to neutralize thoroughly the chlorine residual remaining in the water. (See the following table for neutralizing chemicals.) Federal, state, and local regulatory agencies should be contacted to determine special provisions for disposal of heavily chlorinated water.

Chlorine residual of water being disposed of shall be de-chlorinated by treating with one of the chemicals listed in the following table:

Pounds of Chemicals Required to De-chlorinate Various Residual Chlorine Concentrations in 100,000 Gallons of Water*

Residual Chlorine Concentration mg/L	Sulfur Dioxide (SO ₂)	Sodium Bisulfate (NaHSO ₃)	Sodium Sulfite (Na ₂ SO ₃)	Sodium Thiosulfate (Na ₂ S ₂ O ₃ @ 5H ₂ O)
1	0.8	1.2	1.4	1.2
2	1.7	2.5	2.9	2.4
10	8.3	12.5	14.6	12.0
50	41.7	62.6	73.0	60.0

* Except for residual chlorine concentration, all amounts are in pounds.

The Contractor shall provide all necessary materials, equipment and labor for applying the de-chlorinating chemical in a manner such that proper mixing and contact time of the chemical and the heavily chlorinated water is obtained for complete removal of chlorine being flushed. The Contractor shall periodically test the flush water to verify that the chlorine residual is zero.

- H. **CHLORINE RESIDUAL TESTS.** Upon completion of final flushing, the District will perform chlorine residual tests to ensure the chlorine residual in the main and temporary services is not higher than that generally prevailing in the remainder of the water distribution system and is acceptable to the District.
- I. **BACTERIOLOGICAL TESTS.** Sampling and testing of water in the main and temporary services will be performed by the District after final flushing. A standard plate count will be made by the District for each sample.
- J. **REDISINFECTION.** Should the bacteriological tests indicate the presence of coliform organisms at any sampling point, the main and temporary services shall be re-flushed, re-sampled, and re-tested. If check samples show the presence of coliform organisms, the main and temporary services shall be re-chlorinated at no additional cost to the District until results acceptable to the District are obtained.

Re-disinfection shall be completed by the continuous feed or by the slug method. Unless otherwise permitted, the chlorination agent shall be injected into the main and temporary services at the supply end through a corporation cock installed in the top of the pipe. All materials, equipment and labor necessary for the re-disinfection shall be

supplied by Contractor at no additional cost to the District.

- K. HYDROSTATIC TESTING. Hydrostatic Testing will be in accordance with AWWA C600. The water main being tested shall have all air expelled by additional flushing or installation of taps on high points in the line. The pressure of the water main shall be gradually increased to obtain a minimum pressure of 100 psi over the design pressure 250 psi. at the lowest elevation point of the water main or as directed by the Engineer. The test will be for a two (2) hour duration and will not vary by more than 5 psi. All tests performed for each test section shall be witnessed and approved by a representative of the Engineer, in the event any test is performed without a representative of the Engineer, the Contractor shall be required to test the section again. Leakage is defined as the amount of water used to maintain the test pressure.

Section VI
VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL

1. **REFERENCE MATERIALS** Traffic shall be maintained in accordance with the "Manual on Uniform Traffic Control" published by the Federal Highway Administration, current edition of Kentucky Department of Highways Standard Specifications for Road & Bridge Construction and current KYDOH Standard Drawings.
2. **PEDESTRIAN TRAFFIC** Should the Contractor be required to remove sidewalk or any other pavement used by pedestrians, the Contractor shall construct an approved, safe, alternate route with acceptable paving materials. Approval for alternate routes and temporary paving materials shall be acquired from the Engineer. The Contractor shall also construct temporary barricades and fences as required. No extra payment will be made for construction of temporary pedestrian walkways, fences or barricades required for water line construction, but shall be considered incidental to water line construction.
3. **VEHICULAR TRAFFIC** Vehicular traffic shall be maintained as required by the referenced materials listed above. The cost of all temporary paving materials for pavement restoration due to water line construction shall be considered incidental to the contract. The cost for all traffic control materials including signs, barricades, etc. shall be considered incidental to the contract. The Contractor shall be required to keep the construction area safe at all times and check that traffic control devices are in place. Should temporary paving materials used for water line construction fail to perform satisfactorily, the Contractor shall repair same at his own expense.

Section VII

TEMPORARY AND PERMANENT RESTORATION

1. **TEMPORARY RESTORATION** Any street, driveway, parking lot, sidewalk, stairs, walls, etc. disturbed by water line construction which is shown on roadway construction plans to be disturbed by roadway construction may be replaced with temporary materials. These temporary materials and their placement shall be approved by the Engineer prior to placement. The cost for temporary paving materials and their placement shall be considered incidental to the cost of water line construction.

2. **PERMANENT RESTORATION** Any street, driveway, parking lot, sidewalk, walls, shrubs, etc. disturbed by water line construction, which is shown on roadway construction plans to remain and not be disturbed by roadway construction, shall be replaced in kind. The concrete, asphalt, and stone removed shall be replaced with the same type material, the same thickness as that removed. All pavement shall be removed and replaced to 1' beyond the limits of excavation as detailed on drawing contained herein. These permanent materials and their placement shall be approved by the Engineer prior to placement. The Contractor shall reconstruct same to the original lines and grades and in such a manner as to leave all such items in fully as good or better condition than that which existed prior to construction. All restoration work shall conform to the requirements of KDOH Standard Specifications for Road and Bridge Construction and to the drawing for pavement restoration contained herein. The cost for this permanent restoration shall be considered incidental to the cost of the water line construction.

3. **SEEDING AND SODDING** This work shall be performed under bid items pertaining to same for roadway construction and in accordance with KDOH Standard Specifications for Road and Bridge Construction

Section VIII METHOD OF MEASUREMENT AND BASIS OF PAYMENT

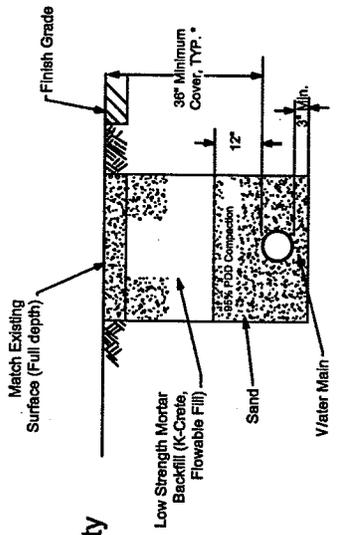
A. METHOD OF MEASUREMENT

1. Ductile Iron Water Line, each type and size, shall be measured by the linear feet laid in the trench, along the center line of the pipe, thru valves and fittings, to point of contact with existing lines, excluding any portion in concrete encasement or used in water main offsets.
2. Service Pipe, all sizes, shall be measured by the linear feet laid in the trench, excluding meter settings, from water main or existing service line to existing service line.
3. Water Line Undercut, when directed by the Engineer shall be measured along the subgrade for length and width and from pipe subgrade or bottom of fill, if in a fill placed for roadway as a part of this same contract, to bottom of undercut. Water line undercut shall be measured and paid by the cubic feet.
4. Method of Measurement For All Other Items, shall be by each or lump sum as specified for that particular item in "SECTION I, BID ITEM EXPLANATIONS" contained herein.

B. BASIS OF PAYMENT

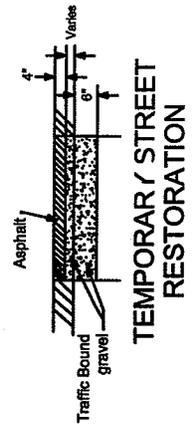
1. Excavation, for water lines from the surface to water line subgrade or to 6" below water line subgrade in rock, for structures, for service lines, or for any other water system item will not be a bid item but shall be considered incidental to the bid item to which it pertains. No additional payment will be made for rock excavation.
2. Water Line Undercut, when directed by the Engineer and/or ND, shall be paid by the cubic yard. The accepted quantities of water line undercut will be paid at the agreed unit price of \$15.00 per cubic yard, which shall also include acquisition and placement of acceptable refill material. Should the Contractor be directed to perform water line undercut, the item "Water Line Undercut" at the agreed unit price of \$15.00 per cubic yard shall be added to the contract by change order.
3. Water Main Fittings, shall be paid EACH, couplings in tie-ins and all fittings in offsets shall be considered incidental to those items.
4. Backfill, for all phases of water line construction shall not be paid separately but shall be considered incidental to water line construction.
5. Temporary Restoration, of streets, roadways, sidewalks, steps, walls, trees, shrubs, etc. shall be considered incidental to water line construction when damaged by water line construction. The cost for this temporary restoration shall be considered incidental to the cost of the water line construction.
6. Traffic Control and Maintenance of Traffic, for a water line construction shall not be paid separately but shall be considered incidental to water line construction.
7. Basis of Payment for all Other Items, shall be by cubic feet, ton, linear feet, square feet, each, or lump sum as specified for that particular item.

BY DATE	REVISION	1. As shown for each note	1. As shown for each note
N. KY. WATER DISTRICT		TYPICAL PIPELINE TRENCH	
DRAWN BY: SAR		APPROVED: [Signature]	
DATE: 1/2/08		STANDARD DRAWING NO: 103A	

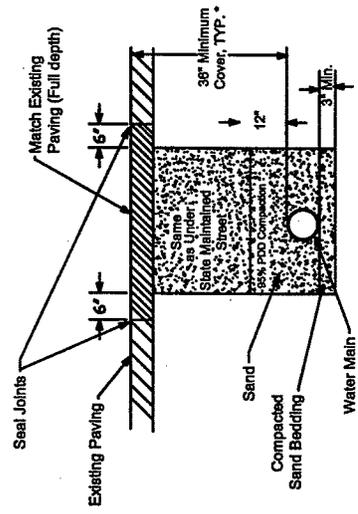


UNDER SHOULDER OF STATE MAINTAINED STREET

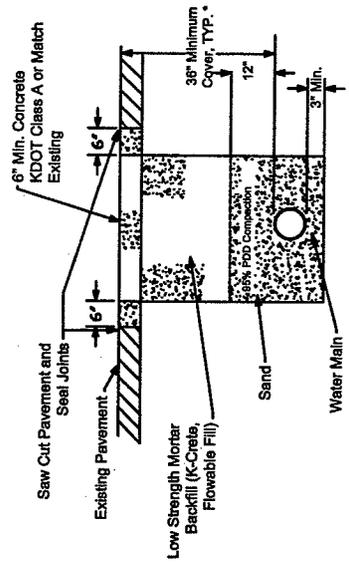
PDD = Standard Proctor Dry Density
-ASTM D698



TEMPORARY STREET RESTORATION



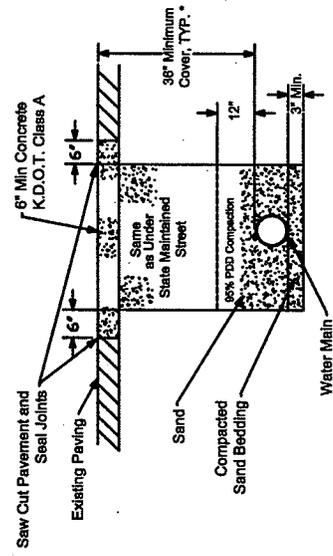
UNDER ASPHALT CONCRETE PAVEMENT



UNDER STATE MAINTAINED STREET

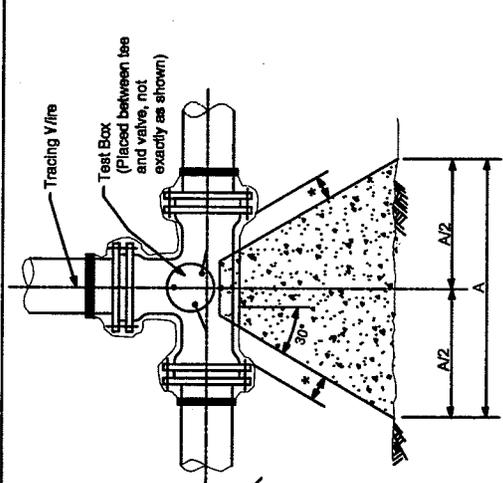
* 48" Maximum Cover

ALL CONSTRUCTION

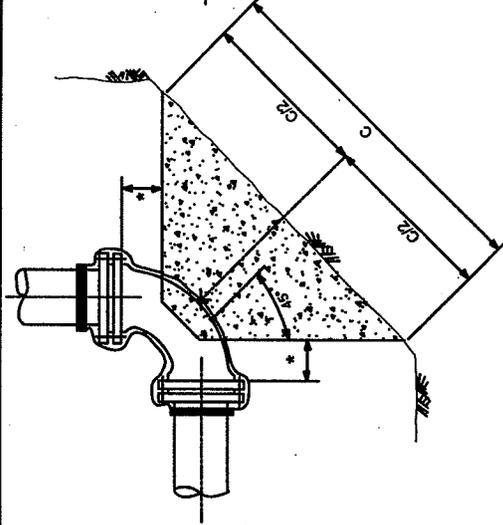


UNDER CONCRETE PAVEMENT

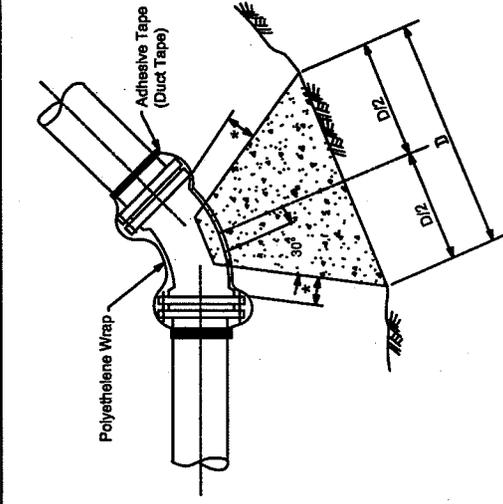
BY DATE	REVISION	N. KY. WATER DISTRICT CONCRETE THRUST BLOCK DETAIL			DRAWN BY SAR	APPROVED RH	DATE 1/2/08
							STANDARD DRAWING NO. 104



TEE (DEAD END OR FIRE HYDRANT SIMLAP)



90° BEND

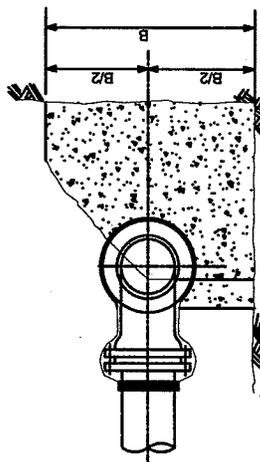


45° BEND

PIPE SIZE	A	B	C	D	E
6"	20"28"	16"18"	30"38"	16"20"	10"10"
8"	26"36"	20"20"	36"46"	20"26"	10"16"
10"	36"40"	26"26"	46"56"	26"30"	16"16"
12"	40"50"	30"30"	56"66"	30"36"	16"20"
16"	50"60"	30"40"	70"86"	40"46"	30"30"
20"	60"76"	50"50"	70"106"	40"60"	30"30"

150 PSI/250 PSI

* Distance to be 1/2" longer than entire length of the bolt used.

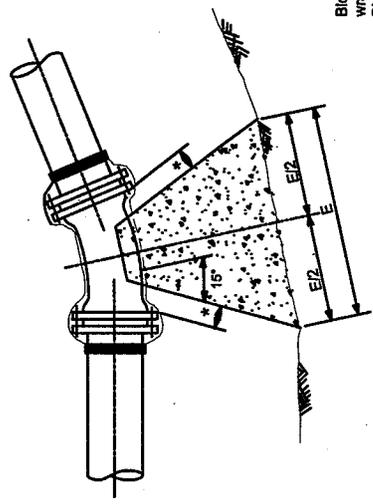


ELEVATION

Blocking shall be poured after polyethylene wrap is in place.
Blocking shall be inspected by the District prior to backfilling.

NOTES

- 1 DIP Fittings shall be per specifications.
- 2 Concrete to be 3500 psi.
- 3 All fittings to be Mechanical Joint.
- 4 Thrust blocks to be placed against undisturbed earth - use additional concrete as required for over excavation.
- 5 Blocking to be placed in a manner so that bolts can be removed without disturbing the block.

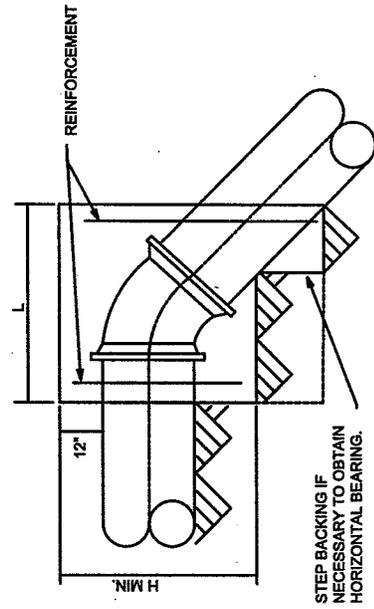


1 1/4° & 22 1/2° BEND

CONCRETE THRUST BLOCKING FOR VERTICAL BENDS				N. KY. WATER DISTRICT	DRAWN BY: SAR	APPROVED: RH	DATE: 1/2/08
REVISION				BY DATE			

SIZE of PIPE	DEGREE OF BEND											
	11 1/4				22 1/2				45			
	L"	W"	H"	VOL.	L"	W"	H"	VOL.	L"	W"	H"	VOL.
4"	12	24	16	2.7	15	30	18	4.7	22	36	24	11.0
6"	12	43	18	5.4	16	48	34	15.1	30	55	24	22.9
8"	12	54	24	9.0	18	57	36	21.4	36	57	33	39.2
12"	20	63	36	28.3	37	62	37	49.2	48	62	51	88.0
16"	31	65	38	44.4	60	65	39	88.2	65	65	65	159.2
20"	45	70	40	73.0	56	70	60	138.4	72	78	78	247.5
24"	47	72	54	106.0	67	74	69	198.4	88	84	84	360.1

NOTE: VOLUMES GIVEN IN CUBIC FEET

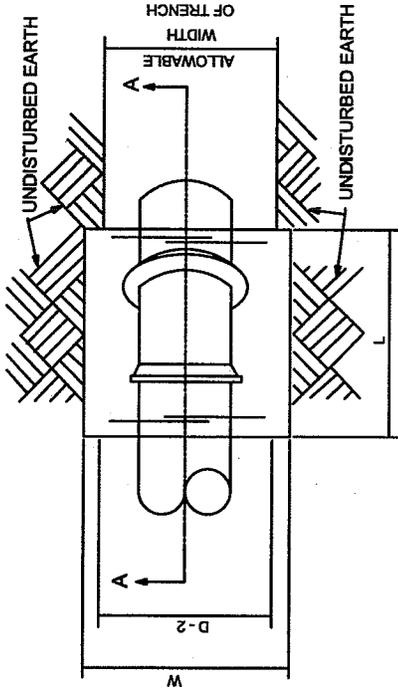


STEP BACKING IF NECESSARY TO OBTAIN HORIZONTAL BEARING.

SECTION A-A

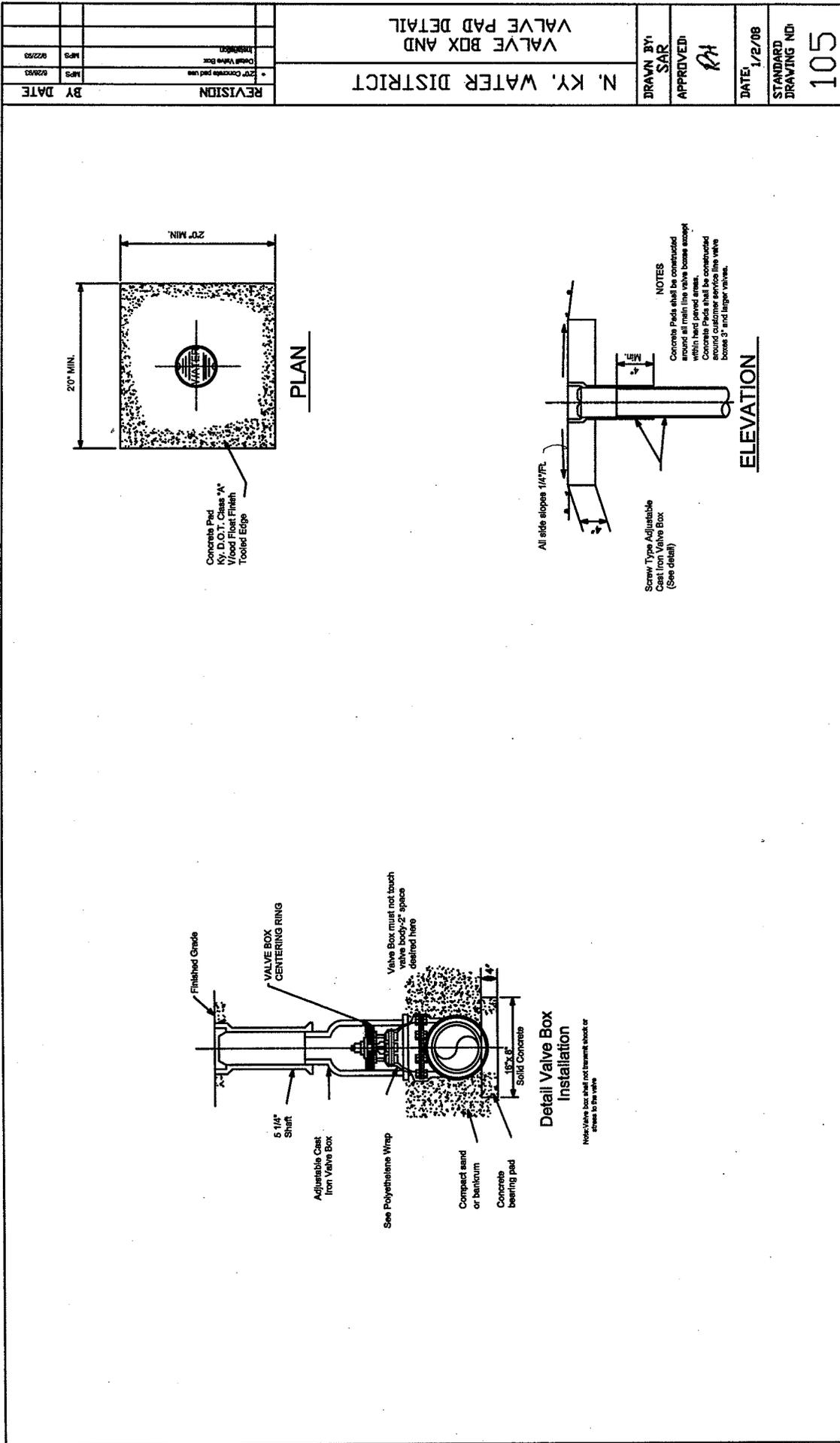
CONCRETE BACKING FOR VERTICAL BENDS

1. BACKING DESIGNED FOR 3000 POUNDS PER SQUARE FOOT SOIL BEARING AND 150 POUNDS PER SQUARE INCH INTERNAL PRESSURE.
 2. PROVIDE MINIMUM CONCRETE REINFORCEMENT OF 2 PAIR OF TWO 5"-U' BARS @ 12" C.
 3. CENTER BACKING ON BEND.
- BLOCKING FOR SIZES NOT SHOWN SHALL USE THE NEXT LARGER SIZE.



PLAN

STANDARD DRAWING NO:
104A

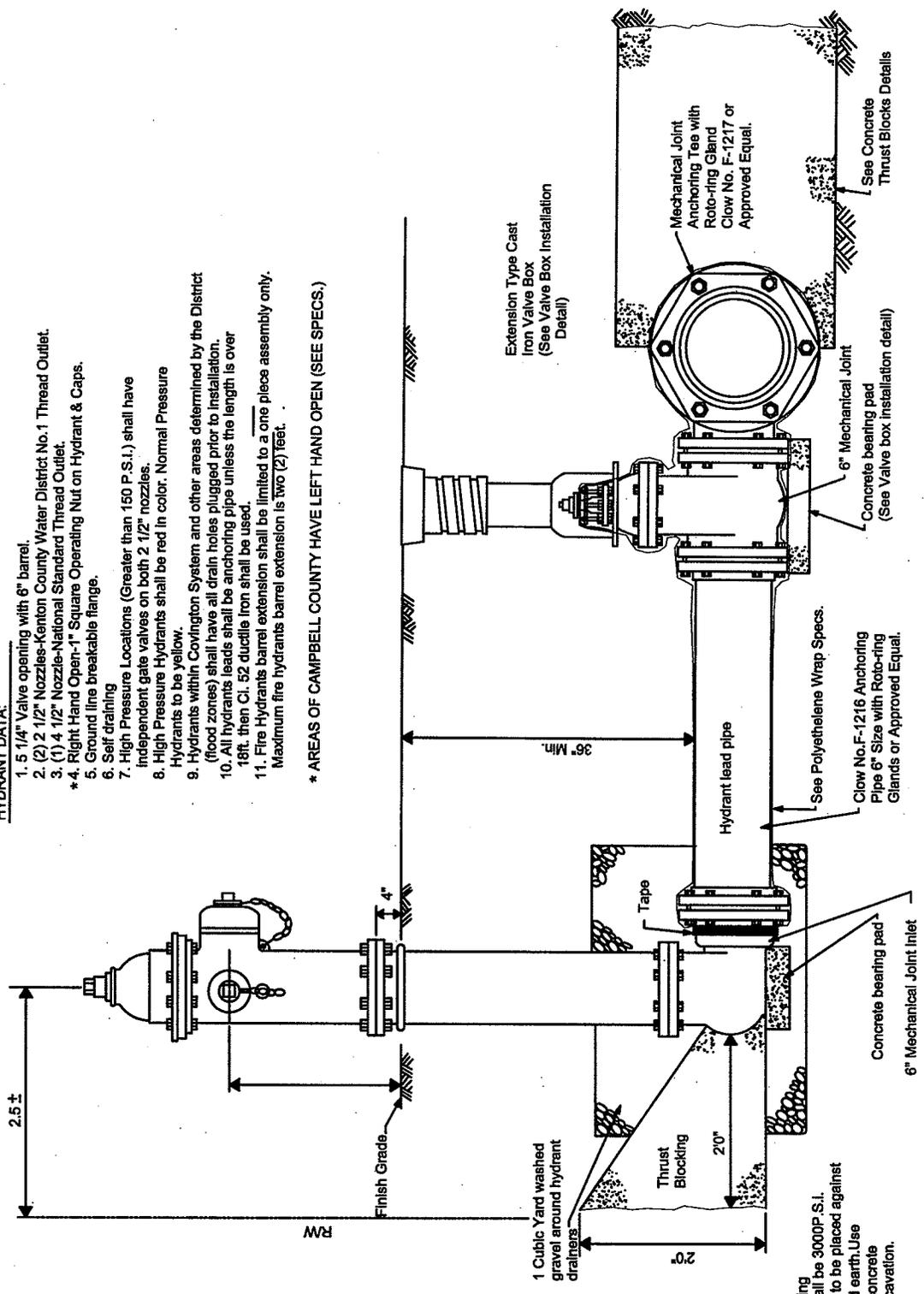


BY DATE	REVISION	N. KY. WATER DISTRICT		DRAWN BY: SAR	APPROVED: RA	DATE: 1/2/08	STANDARD DRAWING NO: 109
1/2/08	Blockading, pipe, pipe, pipe	HYDRANT ASSEMBLY					
1/2/08	Extension to hand						
1/2/08	Blockading inside RW						

HYDRANT DATA:

1. 5 1/4" Valve opening with 6" barrel.
2. (2) 2 1/2" Nozzles-Kenton County Water District No.1 Thread Outlet.
3. (1) 4 1/2" Nozzle-National Standard Thread Outlet.
- * 4. Right Hand Open-1" Square Operating Nut on Hydrant & Caps.
5. Ground line breakable flange.
6. Self draining
7. High Pressure Locations (Greater than 150 P.S.I.) shall have independent gate valves on both 2 1/2" nozzles.
8. High Pressure Hydrants shall be red in color. Normal Pressure Hydrants to be yellow.
9. Hydrants within Covington System and other areas determined by the District (flood zones) shall have all drain holes plugged prior to installation.
10. All hydrants leads shall be anchoring pipe unless the length is over 18ft. then Cl. 52 ductile iron shall be used.
11. Fire Hydrants barrel extension shall be limited to a one piece assembly only. Maximum fire hydrants barrel extension is two (2) feet.

* AREAS OF CAMPBELL COUNTY HAVE LEFT HAND OPEN (SEE SPECS.)



1. Thrust Blocking Concrete shall be 3000P.S.I.
2. Thrust block to be placed against undisturbed earth. Use additional concrete for over excavation.

KyTC BMP Plan for Project PCN ## - #####



Kentucky Transportation Cabinet

Highway District 6

And

_____ (2), Construction

Kentucky Pollutant Discharge Elimination System

Permit KYR10

Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

Park and Ride Lot on KY 842

Project: PCN ## - #####

Item 06-204.00

KyTC BMP Plan for Project PCN ## - #####

Project information

Note – (1) = Design (2) = Construction (3) = Contractor

1. Owner – Kentucky Transportation Cabinet, District 6
2. Resident Engineer: (2)
3. Contractor name: (2)
Address: (2)

Phone number: (2)
Contact: (2)
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route (Address) KY 842
6. Latitude/Longitude (project mid-point) dd/mm/ss, dd/mm/ss 39^01'40" north, 84^37'04" west
7. County (project mid-point) Kenton County
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KyTC BMP Plan for Project PCN ## -

A. Site description:

1. Nature of Construction Activity (from letting project description) Construct Turn Lane
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved 9,220 CY
4. Estimate of total project area (acres) 0.5 Acres
5. Estimate of area to be disturbed (acres) 0.5 Acres
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information. 0.4
7. Data describing existing soil condition (2)
8. Data describing existing discharge water quality (if any) (2)
9. Receiving water name, Gunpowder Creek
10. TMDLs and Pollutants of Concern in Receiving Waters: (1 DEA)
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
12. Potential sources of pollutants:

The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

KyTC BMP Plan for Project PCN ## - ####

B. Sediment and Erosion Control Measures:

1. Plans for highway construction projects will include erosion control sheets that depict Disturbed Drainage Areas (DDAs) and related information. These plan sheets will show the existing project conditions with areas delineated by DDA within the right of way limits, the discharge points and the areas that drain to each discharge point. Project managers and designers will analyze the DDAs and identify Best Management Practices (BMPs) that are site specific. The balance of the BMPs for the project will be listed in the bid documents for selection and use by the contractor on the project with approval by the resident engineer.

Projects that do not have DDAs annotated on the erosion control sheets will employ the same concepts for development and managing BMP plans.

2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.
3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
 - Construction Access – This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
 - At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.

KyTC BMP Plan for Project PCN ## -

- Clearing and Grubbing – The following BMP's will be considered and used where appropriate.
 - Leaving areas undisturbed when possible.
 - Silt basins to provide silt volume for large areas.
 - Silt Traps Type A for small areas.
 - Silt Traps Type C in front of existing and drop inlets which are to be saved
 - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
 - Brush and/or other barriers to slow and/or divert runoff.
 - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
 - Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
 - Non-standard or innovative methods.
- Cut & Fill and placement of drainage structures - The BMP Plan will be modified to show additional BMP's such as:
 - Silt Traps Type B in ditches and/or drainways as they are completed
 - Silt Traps Type C in front of pipes after they are placed
 - Channel Lining
 - Erosion Control Blanket
 - Temporary mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
 - Non-standard or innovative methods
- Profile and X-Section in place – The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
 - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
 - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
 - Additional Channel Lining and/or Erosion Control Blanket.
 - Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
 - Special BMP's such as Karst Policy
- Finish Work (Paving, Seeding, Protect, etc.) – A final BMP Plan will result from modifications during this phase of construction. Probably changes include:
 - Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.

KyTC BMP Plan for Project PCN ## -

- Permanent Seeding and Protection
 - Placing Sod
 - Planting trees and/or shrubs where they are included in the project
- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are : N/A

C. Other Control Measures

1. No solid materials, including building materials, shall be discharged to waters of the commonwealth, except as authorized by a Section 404 permit.

2. Waste Materials

All waste materials that may leach pollutants (paint and paint containers, caulk tubes, oil/grease containers, liquids of any kind, soluble materials, etc.) will be collected and stored in appropriate covered waste containers. Waste containers shall be removed from the project site on a sufficiently frequent basis as to not allow wastes to become a source of pollution. All personnel will be instructed regarding the correct procedure for waste disposal. Wastes will be disposed in accordance with appropriate regulations. Notices stating these practices will be posted in the office.

3. Hazardous Waste

All hazardous waste materials will be managed and disposed of in the manner specified by local or state regulation. The contractor shall notify the Resident Engineer if there any hazardous wastes being generated at the project site and how these wastes are being managed. Site personnel will be instructed with regard to proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

4. Spill Prevention

The following material management practices will be used to reduce the risk of spills or other exposure of materials and substances to the weather and/or runoff.

- **Good Housekeeping:**

KyTC BMP Plan for Project PCN ## -

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

- An effort will be made to store only enough product required to do the job
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure
- Products will be kept in their original containers with the original manufacturer's label
- Substances will not be mixed with one another unless recommended by the manufacturer
- Whenever possible, all of the product will be used up before disposing of the container
- Manufacturers' recommendations for proper use and disposal will be followed
- The site contractor will inspect daily to ensure proper use and disposal of materials onsite

➤ **Hazardous Products:**

These practices will be used to reduce the risks associated with any and all hazardous materials.

- Products will be kept in original containers unless they are not resealable
- Original labels and material safety data sheets (MSDS) will be reviewed and retained
- Contractor will follow procedures recommended by the manufacturer when handling hazardous materials
- If surplus product must be disposed of, manufacturers' or state/local recommended methods for proper disposal will be followed

The following product-specific practices will be followed onsite:

➤ **Petroleum Products:**

Vehicles and equipment that are fueled and maintained on site will be monitored for leaks, and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products onsite will be stored in tightly sealed containers, which are clearly labeled and will be protected from exposure to weather.

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

KyTC BMP Plan for Project PCN ## -

This project (will / will not) (3) have over 1,320 gallons of petroleum products with a total capacity, sum of all containers 55 gallon capacity and larger.

➤ **Fertilizers:**

Fertilizers will be applied at rates prescribed by the contract, standard specifications or as directed by the resident engineer. Once applied, fertilizer will be covered with mulch or blankets or worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

➤ **Paints:**

All containers will be tightly sealed and stored indoors or under roof when not being used. Excess paint or paint wash water will not be discharged to the drainage or storm sewer system but will be properly disposed of according to manufacturers' instructions or state and local regulations.

➤ **Concrete Truck Washout:**

Concrete truck mixers and chutes will not be washed on pavement, near storm drain inlets, or within 75 feet of any ditch, stream, wetland, lake, or sinkhole. Where possible, excess concrete and wash water will be discharged to areas prepared for pouring new concrete, flat areas to be paved that are away from ditches or drainage system features, or other locations that will not drain off site. Where this approach is not possible, a shallow earthen wash basin will be excavated away from ditches to receive the wash water

➤ **Spill Control Practices**

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.

KyTC BMP Plan for Project PCN ## -

- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials.

E. Maintenance

1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
 - Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance.

F. Inspections

Inspection and maintenance practices that will be used to maintain erosion and sediment controls:

KyTC BMP Plan for Project PCN ## -

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Inspections will be conducted by individuals that have received KyTC Grade Level II training or other qualification as prescribed by the cabinet that includes instruction concerning sediment and erosion control.
- Inspection reports will be written, signed, dated, and kept on file.
- Areas at final grade will be seeded and mulched within 14 days.
- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 70 percent of the design capacity and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

G. Non – Storm Water discharges

It is expected that non-storm water discharges may occur from the site during the construction period. Examples of non-storm water discharges include:

- Water from water line flushings.
- Water from cleaning concrete trucks and equipment.
- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).

KyTC BMP Plan for Project PCN ## -

- Uncontaminated groundwater and rain water (from dewatering during excavation).

All non-storm water discharges will be directed to the sediment basin or to a filter fence enclosure in a flat vegetated infiltration area or be filtered via another approved commercial product.

H. Groundwater Protection Plan (3)

This plan serves as the groundwater protection plan as required by 401 KAR 5:037.

- Contractors statement: (3)

The following activities, as enumerated by 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan, will or may be may be conducted as part of this construction project:

_____ 2. (e) land treatment or land disposal of a pollutant;

_____ 2. (f) Storing, ..., or related handling of hazardous waste, solid waste or special waste, ..., in tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);

_____ 2. (g) Handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant;

_____ 2. (j) Storing or related handling of road oils, dust suppressants,, at a central location;

_____ 2. (k) Application or related handling of road oils, dust suppressants or deicing materials, (does not include use of chloride-based deicing materials applied to roads or parking lots);

_____ 2. (m) Installation, construction, operation, or abandonment of wells, bore holes, or core holes, (this does not include bore holes for the purpose of explosive demolition);

Or, check the following only if there are no qualifying activities

_____ There are no activities for this project as listed in 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan.

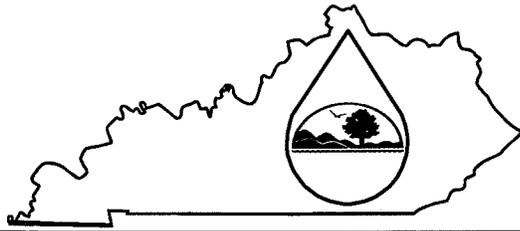
KyTC BMP Plan for Project PCN ## - ####

The contractor is responsible for the preparation of a plan that addresses the

401 KAR 5:037 Section 3. (3) Elements of site specific groundwater protection plan:

- (a) General information about this project is covered in the Project information;
- (b) Activities that require a groundwater protection plan have been identified above;
- (c) Practices that will protect groundwater from pollution are addressed in section C. Other control measures.
- (d) Implementation schedule – all practices required to prevent pollution of groundwater are to be in place prior to conducting the activity;
- (e) Training is required as a part of the ground water protection plan. All employees of the contractor, sub-contractor and resident engineer personnel will be trained to understand the nature and requirements of this plan as they pertain to their job function(s). Training will be accomplished within one week of employment and annually thereafter. A record of training will be maintained by the contractor with a copy provide to the resident engineer.
- (f) Areas of the project and groundwater plan activities will be inspected as part of the weekly sediment and erosion control inspections
- (g) Certification (see signature page.)

KPDES FORM NOI-SW



**Kentucky Pollutant Discharge Elimination System
(KPDES)
Notice of Intent (NOI)
for Storm Water Discharges
Associated with Industrial Activity Under the
KPDES General Permit**

Submission of this Notice of Intent constitutes notice that the party identified in Section I of this form intends to be authorized by a KPDES permit issued for storm water discharges associated with industrial activity. Becoming a permittee obligates such discharger to comply with the terms and conditions of the permit.

ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM (See Instructions on back)

I. Facility Operator Information

Name:	Kentucky Transportation Cabinet District 6	Phone:	-8593412700
Address:	421 Buttermilk Pike	Status of Owner/Operator:	Government Agency
City, State, Zip Code:	Covington, KY, 41071		

II. Facility/Site Location Information

Name:	KYTC ##-##, Item 06-0204.00		
Address:	KY 842		
City, State, Zip Code:	Florence, KY 41042		
County:	Boone		
Site Latitude: (degrees/minutes/seconds)	39^01'40"	Site Longitude: (degrees/minutes/seconds)	84^37'04"

III. Site Activity Information

MS4 Operator Name:				
Receiving Water Body:	Dry Creek			
Are there existing quantitative data?	Yes <input type="checkbox"/> If Yes, submit with this form. No <input checked="" type="checkbox"/>			
SIC or Designated Activity Code Primary	1611	2nd	3rd	4 th
If this facility is a member of a Group Application, enter Group Application Number:				
If you have other existing KPDES Permits, enter Permit Numbers:				

IV. Additional Information Required FOR CONSTRUCTION ACTIVITIES ONLY

Project Start Date:		Completion Date:	
Estimated Area to be disturbed (in acres):	0.80		
Is the Storm Water Pollution Prevention Plan in Compliance with State and/or Local Sediment and Erosion Plans?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

V. 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, 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.

Printed or Typed Name:			
Signature:		Date:	

**Notice of Intent (NOI) for Storm Water Discharges Associated with Industrial Activity
To Be Covered Under The KPDES General Permit**

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, Industrial Section, Kentucky Division of Water at (502) 564-3410.**

WHERE TO FILE NOI FORM

NOIs must be sent to the following address:

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

COMPLETING THE FORM

Type or print legibly in the appropriate areas only. If you have any questions regarding the completion of this form call the **Storm Water Contact, Industrial Section, at (502) 564-3410.**

SECTION I - 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 as the name of the facility. The responsible party is the legal entity that 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.

Enter the appropriate letter to indicate the legal status of the operator of the facility.

F = Federal M = Public (other than federal or state)
S = State P = Private

SECTION II - FACILITY/SITE LOCATION INFORMATION

Enter the facility's or site's official or legal name and complete street address, including city, state, and ZIP code.

SECTION III - SITE ACTIVITY INFORMATION

If the storm water discharges to a municipal separate storm sewer system (MS4), enter the name of the operator of the MS4 (e.g., municipality name, county name) and the receiving water of the discharge from the MS4. (A MS4 is defined as a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that is owned or operated by a state, city, town, borough, county, parish, district, association, or other public body which is designed or used for collecting or conveying storm water.)

If the facility discharges storm water directly to receiving water(s), enter the name of the receiving water.

Indicate whether or not the owner or operator of the facility has existing quantitative data that represent the characteristics and concentration of pollutants in storm water discharges. If data is available submit with this form.

List, in descending order of significance, up to four 4-digit standard industrial classification (SIC) codes that best describe the principal products or services provided at the facility or site identified in Section II of this application.

If the facility listed in Section II has participated in Part 1 of an approved storm water group application and a group number has been assigned, enter the group application number in the space provided.

If there are other KPDES permits presently issued for the facility or site listed in Section II, list the permit numbers.

SECTION IV - ADDITIONAL INFORMATION REQUIRED FOR CONSTRUCTION ACTIVITIES ONLY

Construction activities must complete Section IV in addition of Sections I through III. Only construction activities need to complete Section IV.

Enter the project start date and the estimated completion date for the entire development plan.

Provide an estimate of the total number of acres of the site on which soil will be disturbed (round to the nearest acre).

Indicate whether the storm water pollution prevention plan for the site is in compliance with approved state and/or local sediment and erosion plans, permits, or storm water management plans.

SECTION V - 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 officer or ranking elected official.

12 MAR 2008

**KENTUCKY TRANSPORTATION CABINET
COMMUNICATING ALL PROMISES (CAP)
ACTIVE**

<u>Item No.</u>	6 - 204			<u>Project Mgr.</u> MIKE BEZOLD
<u>CAP #</u>	<u>Date of Promise</u>	<u>Promise made to:</u>	<u>Location of Promise</u>	<u>County</u> KENTON <u>Route</u> KY-842
1		Sanitation District #1	Entire Project	
<u>CAP Description</u>				
CONTRACTOR IS REQUIRED TO OBTAIN A LAND DISTURBANCE PERMIT FROM THE SANITATION DISTRICT #1 BEFORE EARTHWORK CAN BEGIN				
2		Stacee Hans	Stream along south end	
<u>CAP Description</u>				
THE CONTRACTOR IS NOT TO DISTURB THE RIPARIAN AREA THAT IS LOCATED ALONG THE STREAM AT THE SOUTH END OF THE PROJECT. THIS AREA IS ENVIRONMENTALLY SENSITIVE AND EXTENDS FROM THE STREAM BOTTOM NORTH 30 FEET. AREA WILL BE MARKED IN THE FILED BY THE DISTRICT OFFICE PRIOR TO CONSTRUCTION. CONTACT THE DISTRICT ENVIRONMENTAL COORDINATOR OR THE DESIGN PROJECT MANAGER FOR CLARIFICATION.				
3	13-MAR-08	Parcel #5, E109, LLC.	Parcel #5	
<u>CAP Description</u>				
CONTRACTOR SHALL CONTACT OWNER AND OR THE STORE MANAGER BEFORE BEGINNING EARTHWORK SO THAT THE SPRINKLER SYSTEM CAN BE TURNED OFF AND THE PIPES OUTSIDE OF THE DISTURB LIMITS SHOULD NOT BE DISTURBED.				

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

Any reference in the plans or proposal to the *Standard Specifications for Road and Bridge Construction, Edition of 2004*, and *Standard Drawings, Edition of 2000* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2008* and *Standard Drawings, Edition of 2003*.

Special Notes [SN] and Special Provisions [SP] marked with an asterisk * and listed under Part II of the Table of Contents within this proposal can be referenced in the *Standard Specifications for Road and Bridge Construction, Edition of 2008*. Special Notes and Special Provisions not marked with an asterisk will be attached to this proposal.

**Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition**
(Effective with the February 22, 2008 Letting)

SUBSECTION:	837.03.01 Composition.		
REVISION:	COMPOSITION Table:		
	Replace		
	Lead Chromate	0.0 max.	4.0 min.
	with		
	Heavy Metals Content	Comply with 40 CFR 261	

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

	Page
I. General-----	1
II. Nondiscrimination-----	1
III. Nonsegregated Facilities-----	3
IV. Payment of Predetermined Minimum Wage-----	3
V. Statements and Payrolls-----	6
VI. Record of Materials, Supplies, and Labor-----	6
VII. Subletting or Assigning the Contract-----	7
VIII. Safety: Accident Prevention-----	7
IX. False Statements Concerning Highway Projects-----	7
X. Implementation of Clean Air Act and Federal Water Pollution Control Act-----	8
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-----	8
XII. Certification Regarding Use of Contract Funds for Lobbying-----	9

ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin,

age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics

shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

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

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

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

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

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

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

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wagedetermination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of

Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

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

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

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which

this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

**EMPLOYMENT REQUIREMENTS
RELATING TO
NONDISCRIMINATION OF EMPLOYEES
(APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)**

**AN ACT OF THE KENTUCKY GENERAL ASSEMBLY
TO PREVENT DISCRIMINATION IN EMPLOYMENT**

**KRS CHAPTER 344
EFFECTIVE JUNE 16, 1972**

The contract on this project, in accordance with KRS Chapter 344, provides that during the performance of this contract, the contractor agrees as follows:

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy); or 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 race, color, religion, national origin, sex, disability or age (between forty and seventy). The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, disability or age (between forty and seventy), except that such notice or advertisement may indicate a preference, limitation, or specification based on religion, or national origin when religion, or national origin is a bona fide occupational qualification for employment.

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age (between forty and seventy), in admission to, or employment in any program established to

provide apprenticeship or other training.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

REVISED: 12-3-92

EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

**TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES**

LABORERS:

Pendleton County:

GROUP 1 - Aging and Curing of Concrete, Asbestos Abatement Worker, Asphalt Plant, Asphalt, Batch Truck Dump, Carpenter Tender, Cement Mason Tender, Cleaning Of Machines, Concrete, Demolition, Dredging, Drill Tender, Environmental -- Nuclear, Radiation, Toxic and Hazardous Waste - Level D, Flagperson, Grade Checker, Hand Digging and Hand Back Filling, Highway Marker Placer, Landscaping, Mesh Handler and Placer, Puddler, Railroad, Rip-Rap and Grouter, Right-Of-Way, Sign, Guardrail and Fence Installer, Signal Person, Sound Barrier Installer, Storm and Sanitary Sewer, Swamper, Truck Spotter and Dumper and Wrecking of Concrete Forms, General Cleanup.

BASE RATE19.33

FRINGE BENEFITS9.18

GROUP 2 - Batter Board Man (Sanitary and Storm Sewer), Brickmason Tender, Mortar Mixer Operator, Scaffold Builder, Burner and Welder, Bushhammer, Chain Saw Operator, Concrete Saw Operator, Deckhand Scow Man, Dry Cement Handler, Environmental - Nuclear, Radiation, Toxic and Hazardous Waste - Level C, Forklift Operator For Masonary, Form Setter, Green Concrete Cutting, Hand Operated Grouter and Grinder Machine Operator, Jackhammer, Pavement Breaker, Paving Joint Machine, Pipelayer, Plastic Pipe Fusion, Power Driven Georgia Buggy and Wheel Barrow, Power Post Hole Digger, Precast Manhole Setter, Walk-Behind Tamper, Walk-Behind Trencher, Sand Blaster, Concrete Chipper, Surface Grinder, Vibrator Operator and Wagon Driller.

BASE RATE19.58

FRINGE BENEFITS9.18

GROUP 3 - Asphalt Luteman and Raker, Gunnite Nozzleman, Gunnite Operator and Mixer, Grout Pump Operator, Side Rail Setter, Rail Paved Ditch, Screw Operator, Tunnel (free air) and Water Blaster.

BASE RATE19.63

FRINGE BENEFITS9.18

GROUP 4 - Caisson Worker (free air), Cement Finisher, Environmental - Nuclear, Radiation, Toxic and Hazardous Waste - Levels A and B, Miner and Driller (free air), Tunnel Blaster and Tunnel Mucker (free air), Directional & Horizontal Boring, Air Track Driller (all types), Powderman & Blaster, Troxler & Concrete Tester if laborer is utilized.

BASE RATE20.23

FRINGE BENEFITS9.18

**TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES**

LABORERS: (continued)

Boone, Campbell and Kenton Counties:

Group 1

Asphalt Laborer, Carpenter Tender, Concrete Curing Applicator, Dump Man (Batch Truck), Guardrail And Fence Installer, Joint Setter, Laborer (Construction), Landscape Laborer, Highway Lighting Worker, Signalization Worker, Mesh Handlers And Placer, Right-Of-Way Laborer, Riprap Laborer And Grouter, Scaffold Erector, Seal Coating, Surface Treatment Or Road Mix Laborer, Sign Installer, Slurry Seal, Utility Man, Bridgeman, Handyman, Waterproofing Laborer, Flagperson, Hazardous Waste (Level D), Diver Tender, Zone Person & Traffic Control.

BASE RATE24.12

FRINGE BENEFITS6.70

GROUP 2

Skidsteer, Asphalt Raker, Concrete Puddler, Kettle Man (Pipeline), Machine Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Power Buggy or Power Wheelbarrow, Sheeting & Shoring Man, Surface Grinder Man, Plastic Fusing Machine Operator, Pug Mill Operator, & Vacuum Devices (wet or dry), Rodding Machine Operator, Diver, Screw Man or Paver, Screed Person, Water Blast, Hand Held Wand, Pumps 4" and under (gas, air or electric), Hazardous Waste (Level C), Air Track and Wagon Drill, Bottom Person, Cofferdam (below 25 ft. deep), Concrete Saw Person, cutting with Burning Torch, Form Setter, Hand Spiker (Railroad), Pipelayer, Tunnel Laborer (without air) & Caisson, Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning), Sandblaster Nozzleperson and Hazardous Waste (Level B).

BASE RATE24.29

FRINGE BENEFITS6.70

GROUP 3

Blaster, Mucker, Powder Person, Top Lander, Wrencher (Mechanical Joints and Utility Pipeline), Yarner, Hazardous Waste (Level A), Concrete Specialist, Concrete Crew in Tunnels (with air pressurized \$1.00 premium), Curb Setter & Cutter, Grade Checker, Utility Pipeline Tapper, Waterline, and Caulker.

BASE RATE24.62

FRINGE BENEFITS6.70

GROUP 4

Miner, Tunnel Laborer (with air-pressurized add \$1.00 to Base Rate) and Gunnite Nozzle Person.

BASE RATE25.07

FRINGE BENEFITS6.70

Signal person will receive the rate equal to the rate paid the labor classification for which he or she is signaling.

**TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES**

Truck Drivers **BASE RATE**15.85
FRINGE BENEFITS4.60

Euclid Wagon, End Dump, Low-Boy, Heavy Duty Equipment, Tractor-Trailer Combination & Drag.

BASE RATE16.29
FRINGE BENEFITS4.60

OPERATING ENGINEERS:

Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. Capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Horizontal Directional Drill (over 500,000 ft. lbs. thrust); Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; & Wheel Excavator

BASE RATE 27.94
FRINGE BENEFITS10.06

**TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES**

OPERATING ENGINEERS: (continued)

Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); & Vermeer type Concrete Saw

BASE RATE27.82
FRINGE BENEFITS10.06

A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); & Welding Machines.

BASE RATE26.78
FRINGE BENEFITS 10.06

Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway) except Masonry); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift (highway); Form Trencher; Hydro Hammer; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); & Vibratory Compactor with Integral Power.

BASE RATE25.60
FRINGE BENEFITS 10.06

**TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES**

OPERATING ENGINEERS: (continued)

Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt); Generator; Masonry fork Lift; Inboard-Outboard Motor Boat Launch; Masonry Fork Lift; Oil Heater (asphalt plant); Oiler; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; & VAC/ALLS.

BASE RATE20.14
FRINGE BENEFITS10.06

Master Mechanic and Boom from
150 to 180.

BASE RATE28.19
FRINGE BENEFITS10.06

Boom from 180 and over.

BASE RATE28.44
FRINGE BENEFITS10.06

Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

These rates are listed pursuant to Kentucky Determination No. CR-06-IV HWY dated July 10, 2007 and/or Federal Decision No. KY20080028 dated February 8, 2008, modification #0 dated February 8, 2008 and modification #1 dated March 7, 2008.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices.

Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

**TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES**

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

The wages indicated on this wage schedule are the least permitted to be paid for the occupations indicated. When an employee works in more than one classification, the employer must record the number of hours worked in each classification at the prescribed hourly base rate.

OVERTIME:

Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or the undersigned.

Steve Waddle, Director
Division of Construction Procurement
Frankfort, Kentucky 40622

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(Executive Order 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
11.0%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. The notification shall be mailed to:

**Evelyn Teague, Regional Director
Office of Federal Contract Compliance Programs
61 Forsyth Street, SW, Suite 7B75
Atlanta, Georgia 30303-8609**

4. As used in this Notice, and in the contract resulting from this solicitation, the "**covered area**" is Kenton County.

PART IV
INSURANCE

INSURANCE

The Contractor shall carry the following insurance in addition to the insurance required by law:

1. Contractor's Public Liability Insurance not less than \$100,000.00 for damages arising out of bodily injuries to or death to one person. Not less than \$300,000.00 for damages arising out of bodily injuries to or death to two or more persons.
2. Contractor's Property Damages Liability Insurance. Not less than \$100,000.00 for all damages arising out of injury or destruction of property in any one accident. Not less than \$300,000.00 for all damages during the policy period.
3. Contractor's Protective Public Liability and Property Damage Insurance. The contractor shall furnish evidence with respect to operations performed for him by subcontractors that he carries in his own behalf for the above stipulated amounts.
4. The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
 - a. "policy contains no deductible clauses."
 - b. "policy contains _____ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."
5. WORKMEN'S COMPENSATION INSURANCE. The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

PART V

STATEMENT OF INCOMPLETE WORK

STATEMENT OF INCOMPLETED WORK

All active prime contracts must be reported. This includes prime contracts with public and private owners and joint-ventured contracts. The names of the joint venturers must be shown when reporting these projects. A machine or typed listing reporting the status of each contract is acceptable when attached to this report; however, the total amounts on the itemized listing must be reported in the space provided below:

CONTRACT WITH	PROJECT IDENTIFICATION	PRIME CONTRACT AMOUNT	EARNINGS THROUGH LAST APPROVED ESTIMATE	TOTAL AMOUNT OF WORK REMAINING
TOTAL (Attach Summary if not itemized above)		\$	\$	\$

PART VI

BID ITEMS

TRANSPORTATION CABINET

Department of Highways

FRANKFORT, KY 40622

Sheet No: 1

Contract ID: 08-1011

KENTON COUNTY

CM 3002(184)

Letting: 4/18/08

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
		ROADWAY			.	.
0010	00001	DGA BASE	3,059.00	TON	.	.
0020	00212	CL2 ASPH BASE 1.00D PG64-22	1,426.00	TON	.	.
0030	00301	CL2 ASPH SURF 0.38D PG64-22	489.00	TON	.	.
0040	00521	STORM SEWER PIPE-15 IN	297.00	LF	.	.
0050	01544	DROP BOX INLET TYPE 11	3.00	EACH	.	.
0060	01545	DROP BOX INLET TYPE 11 MOD	1.00	EACH	.	.
0070	01792	ADJUST MANHOLE	1.00	EACH	.	.
0080	01810	STANDARD CURB AND GUTTER	76.00	LF	.	.
0090	01875	STANDARD HEADER CURB	283.00	LF	.	.
0100	02159	TEMP DITCH	853.00	LF	.	.
0110	02200	ROADWAY EXCAVATION	9,220.00	CUYD	.	.
0120	02242	WATER	0.10	MGAL	.	.
0130	02351	GUARDRAIL-STEEL W BEAM-S FACE	337.50	LF	.	.
0140	02360	GUARDRAIL TERMINAL SECTION NO 1	2.00	EACH	.	.
0150	02483	CHANNEL LINING CLASS II	5.00	TON	.	.
0160	02545	CLEARING AND GRUBBING 2.8 ACRES	1.00	LS	.	.
0170	02562	SIGNS	14.00	SQFT	.	.
0180	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	265.00	SQYD	2.0000	530.00
0190	02673	PRECAST VEHICLE STOP	336.00	LF	.	.
0200	02701	TEMP SILT FENCE	853.00	LF	.	.
0210	02703	SILT TRAP TYPE A	3.00	EACH	.	.
0220	02704	SILT TRAP TYPE B	3.00	EACH	.	.
0230	02705	SILT TRAP TYPE C	6.00	EACH	.	.
0240	02706	CLEAN SILT TRAP TYPE A	9.00	EACH	.	.
0250	02707	CLEAN SILT TRAP TYPE B	9.00	EACH	.	.

TRANSPORTATION CABINET

Department of Highways

FRANKFORT, KY 40622

Sheet No: 2

Contract ID: 08-1011

KENTON COUNTY

CM 3002(184)

Letting: 4/18/08

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
0260	02708	CLEAN SILT TRAP TYPE C	18.00	EACH	.	.
0270	02709	CLEAN TEMP SILT FENCE	853.00	LF	.	.
0280	02726	STAKING	1.00	LS	.	.
0290	05950	EROSION CONTROL BLANKET	100.00	SQYD	.	.
0300	05952	TEMP MULCH	14,665.00	SQYD	.	.
0310	05953	TEMP SEEDING AND PROTECTION	3,728.00	SQYD	.	.
0320	05966	TOPDRESSING FERTILIZER	0.20	TON	.	.
0330	05985	SEEDING AND PROTECTION	3,728.00	SQYD	.	.
0340	05989	SPECIAL SEEDING CROWN VETCH	2,002.00	SQYD	.	.
0350	06567	PAVE MARKING-THERMO STOP BAR-12IN	29.00	LF	.	.
0360	06569	PAVE MARKING-THERMO CROSS-HATCH	2,588.00	SQFT	.	.
0370	06571	PAVE MARKING-PAINT PARKING LOT	2,906.00	LF	.	.
0380	06573	PAVE MARKING-PREF THERM STR ARROW	2.00	EACH	.	.
0390	06574	PAVE MARKING-PREF THERM CURV ARROW	2.00	EACH	.	.
0400	08100	CONCRETE-CLASS A	78.00	CUYD	.	.
0410	08100	CONCRETE-CLASS A FOR PIPE	1.50	CUYD	.	.
0420	08150	STEEL REINFORCEMENT	14.00	LB	.	.
0430	20206EC	PAVE MARK HANDICAP SYMBOL	5.00	EACH	.	.
0440	22692NS714	PAVEMENT MARKING-THERMO LETTERS	21.00	EACH	.	.
		LIGHTING			.	.
0450	04701	POLE 40 FT MTG HT	4.00	EACH	.	.
0460	04730	BRACKET C	4.00	EACH	.	.
0470	04740	POLE BASE	4.00	EACH	.	.
0480	04750	TRANSFORMER BASE	4.00	EACH	.	.
0490	04760	POLE W/SECONDARY CONTROL EQUIP	1.00	EACH	.	.
0500	04780	FUSED CONNECTOR KIT	8.00	EACH	.	.

TRANSPORTATION CABINET

Department of Highways

FRANKFORT, KY 40622

Sheet No: 3

Contract ID: 08-1011

KENTON COUNTY

CM 3002(184)

Letting: 4/18/08

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
0510	04793	CONDUIT-1 1/4 IN	310.00	LF	.	.
0520	04795	CONDUIT-2 IN	169.00	LF	.	.
0530	04820	TRENCHING AND BACKFILLING	479.00	LF	.	.
0540	04832	WIRE-NO. 12	336.00	LF	.	.
0550	04833	WIRE-NO. 8	2,112.00	LF	.	.
0560	20391NS835	JUNCTION BOX TYPE A	5.00	EACH	.	.
0570	20993ND	HPS LUMINAIRE 400 WATT	4.00	EACH	.	.
		WATERLINE			.	.
0580	01093	DUCTILE IRON PIPE-6 IN	280.00	LF	.	.
0590	03433	RELOCATE FIRE HYDRANT	1.00	EACH	.	.
0600	03526	GATE VALVE-6 IN	1.00	EACH	.	.
0610	20554NC	BEND AND BLOCK-6 IN	6.00	EACH	.	.
0620	20559NC	CONNECT TO 6 IN	2.00	EACH	.	.
0630	20634ND	ANCHORING TEE AND BLOCK 6 INX 6 INX 6IN	1.00	EACH	.	.
		LANDSCAPING			.	.
0640	20007ES724	WEeping WILLOW	1.00	EACH	.	.
0650	21426NS724	NORWAY SPRUCE	6.00	EACH	.	.
0660	22693NS724	EASTERN BURNING BUSH	47.00	EACH	.	.
0670	22694NS724	SHADEMASTER HONEYLOCUST	7.00	EACH	.	.
		DEMOBILIZATION			.	.
0680	02569	DEMOBILIZATION	1.00	LS	.	.
TOTAL BID					\$.

PART VII
CERTIFICATIONS

PROVISIONS RELATIVE TO SENATE BILL 258 (1994)

During the performance of the contract, the contractor agrees to comply with applicable provisions of:

1. KRS 136 Corporation and Utility Taxes
2. KRS 139 Sale and Use Taxes
3. KRS 141 Income Taxes
4. KRS 337 Wages and Hours
5. KRS 338 Occupational Safety and Health of Employees
6. KRS 341 Unemployment Compensation
7. KRS 342 Workers Compensation

Any final determinations of a violation by the contractor within the previous five (5) years pursuant to the applicable statutes above are revealed as follows:

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY _____

PROJECT NO. _____

I, _____, _____, under
(Name of officer signing certification) (Title)

penalty of perjury under the laws of the United States, do hereby certify that

(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

(Signature)

(Title)

REVISED: 8-23-89

NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY _____

PROJECT NO. _____

I, _____, _____, under
(Name of officer signing certification) (Title)

penalty of perjury under the laws of the United States, do hereby certify that

(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

(Signature)

(Title)

REVISED: 8-23-89

CERTIFICATION OF ORGANIZATION(S)

COMMONWEALTH OF KENTUCKY

COUNTY _____

PROJECT NO. _____

I, _____, _____, under penalty
(President or Authorized Official of Bidder) (Title)

perjury under the laws of the United States, do hereby certify that, except as noted below,

(Insert name of individual, Joint Venture, Co-Partnership or Corporation Submitting Bid)

any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the Administration of Federal Funds): is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgement rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Please list below any exceptions to the foregoing, to whom it applies, initiating agency and dates of action.

Exceptions: _____

(Signature)

(Title)

CERTIFICATION OF PERFORMANCE

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the Former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Company)

By: _____

(Title)

Date: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders of their implementing regulation.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

CERTIFICATION FOR FEDERAL-AID CONTRACT

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agent.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

(Signature)

(Title)

CERTIFICATION OF BID PROPOSAL / DBE

We (I) propose to furnish all labor, equipment and materials necessary to construct and/or improve the subject project in accordance with the plans, the Transportation Cabinet's Standard Specifications for Road and Bridge Construction, current edition, special provisions, notes applicable to the project as indicated herein and all addenda issued on this project subsequent to purchase of proposal.

We (I) attach a bid proposal guaranty as provided in the special provisions in an amount not less than 5% of the total bid. We agree to execute a contract in accordance with this bid proposal within 15 calendar days after the receipt of the notice of award for the project.

We (I) have examined the site of proposed work, project plans, specifications, special provisions, and notes applicable to the project referred to herein. We understand that the quantities shown herein are estimated quantities subject to increase or decrease as provided in the specifications.

We (I) acknowledge receipt of all addendum(s) (if applicable) and have made the necessary revisions to the bid proposal. We have considered all addendum(s) in the calculation of the submitted bid and applied the updated bid items, which are included.

- No Addendum(s) have been posted

“The bidder certifies that it has secured participation by Disadvantaged Business Enterprises (“DBE”) in the amount of _____ percent of the total value of this contract and that the DBE participation is in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet pertaining to the DBE Program.”

Name of Contracting Firm

BY: _____
Authorized Agent (Signature) Title

Address City State Zip Code

Telephone Number

When two or more organizations bid as a joint venture, enter names of each organization and an authorized agent for each organization must sign above.

DBE SUB-CONTRACTOR BIDDERS LIST

The Department of Transportation Federal Regulations require that the Kentucky Transportation Cabinet provide a bidders list to be maintained in the Office of Personnel Management, Small Business Development Branch (49 CFR 26:11) for each federally funded project awarded.

List all quotes/bids received on this project.

DBE (Disadvantaged Business Enterprises) Contractors, Consultants, and Suppliers submitting quotes/bids for this project:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers contacted who did NOT submit quotes/bids for this project.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Non-DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for this project.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

If you need additional space, please attach a separate page. If you need assistance regarding this form, please contact Melvin Bynes or Anita Hall at (502) 564-3601.