



CALL NO. 107

CONTRACT ID. 121334

SHELBY COUNTY

FED/STATE PROJECT NUMBER IM-NH 0642 (179)

DESCRIPTION LOUISVILLE-LEXINGTON ROAD (I-64)

WORK TYPE GRADE, DRAIN & SURFACE WITH BRIDGE

PRIMARY COMPLETION DATE 4/30/2014

LETTING DATE: July 13, 2012

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME July 13, 2012. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

ROAD PLANS

DBE CERTIFICATION REQUIRED - 5.50%

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

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PART I
SCOPE OF WORK

CONTRACT ID - 121334

ADMINISTRATIVE DISTRICT - 05

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - SHELBYPCN - DE10600641234

IM-NH 0642 (179)

LOUISVILLE-LEXINGTON ROAD (I-64) WIDEN I-64 TO 6-LANES, JUST WEST OF THE EASTBOUND REST AREA (MP 27.91) TO 0.458 MILE EAST OF KY55 I-CHANGE AT WCL OF SHELBYVILLE (MP 32.82), A DISTANCE OF 4.93 MILES. GRADE, DRAIN & SURFACE WITH BRIDGE. SYP NO. 05-00065.30. GEOGRAPHIC COORDINATES LATITUDE 38^11'58" LONGITUDE 85^17'49"

COMPLETION DATE(S):

COMPLETION DATE - April 30, 2014

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

All addenda to this proposal must be applied when calculating bid and certified in the bid packet submitted to the Kentucky Department of Highways. Failure to use the correct and most recent addenda may result in the bid being rejected.

BID SUBMITTAL

Bidder must use the Department's Expedite Bidding 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 file located on the Bid Express website (www.bidx.com) to prepare a bid packet for submission to the Department. The bidder must submit electronically using Bid Express.

JOINT VENTURE BIDDING

Joint venture bidding is permissible. All companies in the joint venture must be prequalified in one of the work types in the Qualifications for Bidders for the project. The bidders must get a vendor ID for the joint venture from the Division of Construction Procurement and register the joint venture as a bidder on the project. Also, the joint venture must obtain a digital ID from Bid Express to submit a bid. 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.

SPECIAL NOTE FOR PIPE INSPECTION

Contrary to Section 701.03.08 of the 2012 Standard Specifications for Road and Bridge Construction and Kentucky Method 64-114, certification by the Kentucky Transportation Center for prequalified Contractors to perform laser/video inspection is not required on this contract. It will continue to be a requirement for the Contractor performing any laser/video pipe inspection to be prequalified for this specialized item with the Kentucky Transportation Cabinet-Division of Construction Procurement.

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

Pursuant to KRS 176.085(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth (“certificate”) from the Secretary of State under [KRS 14A.9-030](#) unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception. Foreign entity is defined within [KRS 14A.1-070](#).

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity’s solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

Questions about projects during the advertisement should be submitted in writing to the Division of Construction Procurement. This may be done by fax (502) 564-7299 or email to kytc.projectquestions@ky.gov. The Department will attempt to answer all submitted questions. The Department reserves the right not to answer if the question is not pertinent or does not aid in clarifying the project intent.

The deadline for posting answers will be 3:00 pm Eastern Daylight Time, the day preceding the Letting. Questions may be submitted until this deadline with the understanding that the later a question is submitted, the less likely an answer will be able to be provided.

The questions and answers will be posted for each Letting under the heading “Questions & Answers” on the Construction Procurement website (www.transportation.ky.gov/contract). The answers provided shall be considered part of this Special Note and, in case of a discrepancy, will govern over all other bidding documents.

ACCESS TO RECORDS

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this

contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

10/18/2011

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 102.10 Delivery of Proposals
102.08 Irregular Proposals 102.14 Disqualification of Bidders
102.09 Proposal Guaranty

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

Contrary to Paragraph VI of FHWA 1273, contractors on National Highway System (NHS) projects of \$1 million or more are no longer required to submit Form FHWA-47.

Contrary to Form FHWA-1273, Section V, paragraph 2.b personal addresses and full social

security numbers (SSN) shall not be included on weekly payroll submissions by contractors and subcontractors. Contractors and subcontractors shall include the last four digits of the employee's SSN as an individually identifying number for each employee on the weekly payroll submittal. This in no way changes the requirement that contractors and subcontractors maintain complete SSN and home addresses for employees and provide this information upon request of KYTC, FHWA, and the U.S. Department of Labor.

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.

DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal established for this contract, as listed on the front page of the proposal, is the percentage of the total value of the contract.

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

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 ACCEPTED. 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 in the electronic bid file. 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

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 63-35 DBE, within 10 days of the letting. This is necessary before the Awards Committee will review and make a recommendation. **The project will not be considered for award prior to submission and approval of the apparent low bidder’s DBE Plan/Subcontractor Request.**

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. The Project Code Number (PCN), Category Number, and the Project Line Number can be found in the “material listing” on the Construction Procurement website under the specific letting;
- 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.

UPON AWARD AND BEFORE A WORK ORDER WIL BE ISSUED

Contractors must submit the signed subcontract between the contractor and the DBE contractor, the DBE’s certificate of insurance, and an affidavit for bidders, offerors, and contractors from the DBE to the Division of Construction Procurement. The affidavit can be found on the Construction Procurement website. If the DBE is a supplier of materials for the project, a signed purchase order and an affidavit for bidders, offerors, and contractors must be submitted to the Division of Construction Procurement.

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.

Payment information that needs to be reported includes date the payment is sent to the DBE, check number, Contract ID, amount of payment and the check date. Before Final Payment is made on this contract, the Prime Contractor will certify that all payments were made to the DBE subcontractor and/or DBE suppliers.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:

<http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx>

Photocopied payments and completed form to be submitted to: Office of Civil Rights and Small Business Development 6th Floor West 200 Mero Street Frankfort, KY 40622

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.

09/14/11

NATIONAL HIGHWAY

Be advised this project is on the NATIONAL HIGHWAY SYSTEM.

PROJECT TRAFFIC COORDINATOR (PTC)

Be advised this project is a significant project pursuant to section 112.03.12.

FUEL AND ASPHALT PAY ADJUSTMENT

The Department has included the Contract items Asphalt Adjustment and Fuel Adjustment for possible future payments at an established Contract unit price of \$1.00. The Department will calculate actual adjustment quantities after work is completed. If existing Contract amount is insufficient to pay all items on the contract with the adjustments, the Department will establish additional monies with a change order.

OPTION A

Be advised that the Department will accept compaction of asphalt mixtures furnished for driving lanes and ramps, at 1 inch (25mm) or greater, on this project according to OPTION A in accordance with Section 402 and Section 403 of the current Standard Specifications. The Department will require joint cores as described in Section 402.03.02 for surface mixtures only. The Department will accept compaction of all other asphalt mixtures according to OPTION B.

MATERIAL TRANSFER VEHICLE (MTV)

Provide and use a MTV in accordance with Sections 403.02.10 and 403.03.05.

Special Note For: Erosion Prevention and Sediment Control

Item No. 5-65.30, 5-65.31

The Contractor shall be responsible for filing the Kentucky Pollution Discharge Elimination System (KPDES) KYR10 permit Notice of Intent (NOI) with the Kentucky Division of Water (DOW) and any KPDES local Municipal Separate Storm Sewer System (MS4) program that has jurisdiction. The NOI shall name the contractor as the Facility Operator and include the KYTC Contract ID Number (CID) for reference.

The Contractor shall perform all temporary erosion/sediment control functions including: providing a Best Management Practice (BMP) Plan, conducting required inspections, modifying the BMP plan documents as construction progresses and documenting the installation and maintenance of BMPs in conformance with the KPDES KYR10 permit dated September 30, 2003 or a permit re-issued to replace the KYR10 permit. This work shall be conducted in conformance with the requirements of Section 213 of KYTC 2008 Department of Highways, Standard Specifications for Road and Bridge Construction.

Contrary to Section 213.03.03, paragraph 2, the Engineer shall conduct inspections as needed to verify compliance with Section 213 of KYTC 2008 Department of Highways, Standard Specifications for Road and Bridge Construction. The Engineer's inspections shall be performed a minimum of once per month and within seven days after a storm of ½ inch or greater. Copies of the Engineer's inspections shall not be provided to the contractor unless improvements to the BMP's are required. The contractor shall initiate corrective action within 24 hours of any reported deficiency and complete the work within 5 days. The Engineer shall use Form TC 63-61 A for this report. Inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance with the KPDES permit.

Contrary to Section 213.05, bid items for temporary BMPs will not be listed and will be replaced with one lump sum item for the services. Payment will be pro-rated based on the Project Schedule as submitted by the Contractor and as agreed to by the Engineer.

The contractor shall be responsible for applying "good engineering practices" as required by the KPDES permit. The contractor may use any temporary BMPs with the approval of the KYTC Engineer.

The contractor shall provide the Engineer copies of all documents required by the KPDES permit at the time they are prepared.

The contractor shall be responsible for the examination of the soils to be encountered and make his own independent determination of the temporary BMPs that will be required to accomplish effective erosion prevention and sediment control.

The Contractor shall be responsible for filing the KPDES permit Notice of Termination (NOT) with the Kentucky DOW and any local MS4 program that has jurisdiction. The NOT shall be filed after the Engineer agrees that the project is stabilized or the project has been formally accepted.

SPECIAL NOTE FOR BLASTING IN THE VICINITY OF UTILITIES

Item No. 5-65.30

Listed below are Utility Companies within the project limits and their blasting requirements:

1. **Atmos Energy:** Contractor shall not blast within 20' of gas main facilities. Any blasting within 300' of gas main facilities Contractor shall contact Bernie Anderson (502-321-8073) with Atmos Energy a minimum of 48 hours prior to start of blasting. An Atmos Energy inspector must be on site during blasting activity.
2. **AT&T Legacy:** Contractor shall not blast within 20' of communication facilities.
3. **AT&T KY:** Contractor shall not blast within 20' of communication facilities.
4. **West Shelby Water District:** Contractor shall not blast within 100' of water main facilities.
5. **City of Simpsonville Sewer Board:** Contractor shall not blast within 100' of sanitary sewer main facilities.
6. **Shelbyville Municipal Water and Sewer Commission:** Contractor shall not blast within 100' of sanitary sewer main facilities.

SPECIAL NOTE FOR PROTECTION OF AT&T KY FACILITIES

Item No. 5-65.30

AT&T KY has a dual underground fiber and copper 3 inch steel duct crossing I-64 north to south from Station 2238+10 140' Lt. to Station 2238+60 95' Rt. The duct will run thru the proposed gravity wall and channel lining at Station 2238+10, and is to be exposed and protected by AT&T KY forces by permit during construction. The Contractor is to clear and grub as an initial operation in order to allow access for AT&T KY crews and equipment. Perform clearing and grubbing in a 10 ft width from the existing AT&T KY manhole southward a distance of 25 ft. Contractor shall notify KYTC and AT&T KY in writing 10 working days prior to start of this operation.

The Contractor shall allow 5 working days for AT&T KY forces to expose and protect their facilities. Contractor to conduct work activities and operations in cooperation with AT&T KY so that interference with AT&T KY's work will be reduced to a minimum.

The Department will consider submission of a bid as the Contractor's agreement to not make any claims for additional compensation due to delays or other conditions created by the operations AT&T KY. Working days will not be charged for those days on which work on AT&T KY facilities is delayed, as provided in the current edition of the KY Standard Specifications for Road and Bridge Construction. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the KYTC Resident Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor.

AT&T KY Contact Information:

Morgan Herndon
AT&T KY
3719 Bardstown Road - 2nd Floor
Louisville, KY 40218
(502) 458-7312
Morgan.Herndon@att.com

SPECIAL NOTE FOR ASPHALT MILLING AND TEXTURING

Begin paving operations within **48 hours** of commencement of the milling operation. Continue paving operations continuously until completed. If paving operations are not begun within this time period, liquidated damages will be assessed at the rate prescribed by Section 108.09 of the current Standard Specifications until such time as paving operations are begun.

Contrary to Section 408 of the current Standard Specifications, the material obtained from the milling operations shall become the property of the Department. Deliver this material to the nearest State Maintenance facility in the County where the project is located unless otherwise stated in the contract. The Contractor, at his option, may elect to keep this material at an agreed cost of \$7.50 per ton. The cost to the Contractor for this material will be deducted from money due on the Contract.

Notice to Contractor

Transfer of millings to the state maintenance facility is considered a part of the construction project, therefore truck operators are subject to receiving prevailing wages.

1-3526 750 ton milling48hrcontractoroptionrev070809.doc
7/8/2009 10:42 AM

**INTERSTATE 64 WIDENING PROJECT
SHELBY COUNTY
FROM 1000 FEET EAST OF KY.1848 TO 5290 FEET EAST OF KY.55
ITEM NO. 5-65.30, 5-65.31**

PUBLIC INFORMATION PLAN

The primary goal of the Public Information Plan (PIP) is to inform the motoring public and area stakeholders of project information including Maintenance of Traffic (MOT) lane closures. The KYTC District 5 Public Information Officer (PIO) will coordinate and disseminate to stakeholders and the media appropriate information regarding the construction plans.

LOCAL STAKEHOLDERS

- Elected Officials
 - State Senator Julie Denton – (502) 489-9058; julie.denton@lrc.ky.gov
 - State Senator Gary Tapp – (502) 633-2304; gary.tapp@lrc.ky.gov
 - State Representative Kevin Bratcher – (502) 231-3311; kevin.bratcher@lrc.ky.gov
 - State Representative Ron Crimm – (502) 245-8905; ron.crimm@lrc.ky.gov
 - State Representative Brad Montell – (502) 633-7533; brad.montell@lrc.ky.gov
 - Shelby County Judge/Executive Rob Rothenburger – (502) 633-1220; rob.rothenburger@shelbycountky.com
 - Shelby County Magistrate Michael Riggs – (502) 722-1881; michael@shelbywireless.net
- Local Agencies
 - Mike Armstrong, Shelby County Sheriff – (502) 633-4324; mike.armstrong@shelbycountky.com
 - Chief Jeff Riddle, Middletown Fire Protection District – (502) 245-7555; jriddle@mfpd.org
 - Chief Walter Jones, Simpsonville Fire Protection District – (502) 722-5617; walter416@simpfire.org
 - Mark Giuffre, UPS – (502) 329-3060; mgiuffre@ups.com
 - Virgie Long, Overdimensional Permits – (502) 564-7150; virgie.long@ky.gov
 -
- Utility Companies
 - Local utility companies are kept apprised of this project at the monthly utility coordination meetings hosted by District 5
- Neighborhoods and their Mayors
 - Mayor Steve Eden, City of Simpsonville – (502) 722-8110
 - Mayor Thomas L. Hardesty, City of Shelbyville – (502) 633-0011

TRUCKING FIRMS AND OUT OF STATE STAKEHOLDERS

Information will be distributed electronically to trucking firms via Rick Taylor at the Department of Vehicle Regulation (502-564-4540; rick.taylor@ky.gov). Information will also be posted on the 511 website (www.511.ky.gov) and on the 511 telephone information system.

PRESENTATIONS

A project description including anticipated schedule will be provided to the media, stakeholders and other emergency service agencies via e-mail prior to construction. Information will be provided to these groups via traffic advisories, press releases, the District 5 website and the weekly District 5 Road Show of Construction and Maintenance Activities.

MEDIA RELATIONS

The District PIO will prepare an initial news release regarding the contract award for the project. The PIO will conduct interviews with the media throughout the project duration to keep the public informed of construction progress. Traffic advisories will be submitted to the media when a change in the MOT occurs. The contractor must provide to the PIO via the Resident Engineer notification of any change in the MOT at least seven (7) days prior to the change.

Special Note for CPM Scheduling

A. General.

Contrary to Kentucky Standard Specifications 108.07.04, additional contract time will only be added when the Engineer deems the critical path of the project has been effected. Create the progress schedule required for this project using the critical path method (CPM). The Contractor shall designate a Schedule Representative who shall be responsible for coordinating with the Engineer during the preparation and maintenance of the schedule. The contractor shall submit an interim schedule followed by a baseline schedule, or only a baseline schedule, depending on when the contractor starts work as described below.

B. Interim Schedule.

If the Contractor starts work within 15 days of the Notice to Begin Work, they shall submit an interim schedule. The interim schedule will be in CPM schedule format. The interim schedule shall include detailed activities for the work to be accomplished during the first 30 days of the Contract, and summary activities for the balance of the work. The interim schedule, if required, shall be submitted at the Preconstruction Conference. No work shall begin without the submission of an interim schedule.

C. Baseline Schedule.

The Contractor shall submit a baseline schedule as outlined in the submission requirements section (C.2) within 15 days of the Notice to Begin Work. No pay estimates will be processed after 15 days without the submission of the baseline schedule. The baseline schedule will be in CPM schedule format and as described below. The Engineer will review the baseline schedule and will “accept”, “accept as noted” or “reject” the schedule within 21 days of receipt. If the Engineer does not provide written notification regarding the disposition of the baseline schedule within 21 days, the submission will be considered “accepted.”

For baseline schedules that are “accepted as noted”, the Contractor shall make the necessary revisions and resubmit the revised schedule within 14 days. The Engineer will only “reject” baseline schedules that are not in compliance with contract requirements.

For baseline schedules that are “rejected”, the Engineer shall indicate in writing portions of the schedule that are not in compliance with the contract requirements. The Project Engineer shall conduct a mandatory meeting with the Contractor and the Contractor’s Schedule Representative within 14 days of the Engineer’s written notice. The purpose of this meeting is to resolve disputes with the baseline schedule so that it may be resubmitted. The Contractor shall provide clarification and all additional information necessary for the Engineer within 7 days of this meeting. The Contractor shall submit the revised Baseline Schedule to the Engineer for review and acceptance within 7 days of this meeting.

No pay estimates will be generated until the baseline schedule is “accepted” or “accepted as noted.” In the event the baseline schedule is not “accepted” within 120 days of the Notice to Begin Work, all work shall cease on the project until the baseline schedule is “accepted”. The incurred delays from the “cease work order” will be the contractor’s responsibility and will not be considered for time extension. Any claims associated with time impacts for work performed or delay experienced prior to the baseline schedule being “accepted” or “accepted as noted” will be evaluated at the sole discretion of the Engineer. “Acceptance” by the Engineer will not relieve the Contractor of their responsibilities for compliance with specifications and contract requirements or for the accuracy or feasibility of the schedule.

“Acceptance” of the baseline schedule does not revise the Contract Documents. The baseline schedule must be “accepted” or “accepted as noted” by the Engineer prior to the Engineer evaluating any contractor claims associated with time impacts.

The Engineer’s review of the baseline schedule will be for compliance with the specifications and contract requirements. “Acceptance” by the Engineer will not relieve the Contractor of any of their responsibilities for the accuracy or feasibility of the schedule.

1. Schedule Requirements.

Generate and submit an electronic copy of the baseline schedule using Primavera Contractor 5.0 Deluxe by Primavera Systems Inc., Bala Cynwyd, PA, or equivalent electronically transferable software. The Contractor’s costs associated with these provisions should be incorporated into the bid item for the progress schedule.

Provide a calendar day schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project by the Original Contract Completion Date. Show the order and interdependence of activities and the sequence for accomplishing the work. Describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress of each activity. The baseline schedule must reflect the scope of work, required phasing, maintenance of traffic requirements, interim completion dates, the Completion Date, and other project milestones established in the Contract Documents. Include activities for submittals, working drawings, shop drawing preparation, submittal review time for the Department shop drawings, material procurement and fabrication, and the delivery of materials, plant, and equipment, and other similar activities.

The Contractor shall be responsible for assuring all work, including all subcontractor’s work, is included in the schedule. The Contractor shall be responsible for assuring that all work sequences are logical and that the schedule indicates a coordinated plan.

Failure by the Contractor to include any element of work required for performance of the Contract shall not excuse the Contractor from completing all work within the required time. Omissions and errors will be corrected as described in Section F or H in this note and will not affect contract time.

a) Administrative Identifier Information.

- | | |
|-------------------|----------------------------------|
| 1. Project Number | 7. Date of Notice to Begin Work |
| 2. County | 8. Completion Date |
| 3. Route Number | 9. Contractor's Name |
| 4. Item Number | 10. Contractor's Dated Signature |
| 5. CID Number | 11. KYTC's Dated Accepted |
| 6. Award Date | Signature |

b) Project Activities.

- i. Activity Identification (ID): Assign each activity a unique identification number. Activity ID length shall not exceed 10 characters. Assign baseline Activity ID's in sequences of 10 (e.g.; A1000, A1010, A1020). This will allow modifications and additional items to be placed into the Identification scheme easily. Once accepted, the Activity ID shall be used for the duration of the project.
- ii. Activity Description: Each activity shall have a narrative description consisting of a verb or work function (e.g.; form, pour, excavate, pier #2) and an object (e.g.; slab, footing, underdrain).
- iii. Activity Original Duration: Assign planned duration in calendar days for each activity. Do not exceed a duration of 20 calendar days for any construction activity unless approved by the Engineer. Do not represent the maintenance of traffic, erosion control, and other similar items as single activities extending to the Completion Date. Break these Contract Items into component activities in order to meet the duration requirements of this paragraph.
- iv. Activity Relationships:
 - All activities, except the first activity, shall have a predecessor(s). All activities, except the final activity, shall have a successor(s).
 - Use only finish-to-start relationships with no leads or lags to link activities, or use start-to-start relationships with lags no greater than the predecessor duration to link activities.
 - Use of finish-to-finish relationship is permitted when both activities are already linked with a start-to-start relationship.

c) Project Milestones.

- i. Start Project: The Contractor shall include as the first milestone in the schedule, a milestone named "Start Project". The date used for this milestone is the date the contract is executed and signed by the Department.
- ii. End Project Milestone: The Contractor shall include as the last activity in the project schedule, a milestone named "End Project". The date used for this milestone is considered the project completion date.
- iii. Start Phase Milestone: The Contractor shall include as the first activity for a project phase, an activity named "Start Phase X", where "X" identifies the phase of work. The Contractor may include additional milestones but, as a minimum, must include all contractual milestones.

- iv. End Phase Milestone: The Contractor shall include as the last activity in a project phase, an activity named "End Phase X" where "X" identifies the phase of work. The Contractor may include additional milestones, but at a minimum contractual milestones.

d) Schedule Options.

The schedule may only be calculated using retained logic. Show open ends as non-critical. Schedule durations are to be contiguous. The project calendar will be based on the Contractor's plan for completing the project. However, the scheduling increment (hours or days) will be stipulated during the Preconstruction Conference. All days must remain active unless the Contractor is instructed not to work by contract documents. Total float shall be calculated as finish float.

2. Submission Requirements.

Submit all schedules within the time frames specified. Submit the schedule and information in electronic file format via email, and compact disc (CD) compatible with the Engineer's computer. Submit the following information along with the electronic baseline schedule:

- a) A baseline schedule in a bar chart format including the Administrative Identifier Information discussed in Section C.1.a on the first page of the schedule. For each activity on the chart, indicate the Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Early Start Date, Early Finish Date, and Percent Complete. Use arrows to show the relationships among activities.
- b) A baseline schedule in a bar chart format, on paper. Identify the critical path of the project on the bar chart in red. The critical path is defined as; the longest path of activities in the project that determines the project completion date. The activities that make-up the critical path of activities are the "Critical Activities."

3. Submittal Cover Memo.

All submittals shall be accompanied with a brief cover memo containing:

- Identification of the submission as the Baseline Schedule
- Administrative Identifier Information (see section C.1.a)
- Any critical notes as determined by the Contractor

An example Cover Memo is provided in this note.

D. Float.

Use of float suppression techniques, such as; preferential sequencing (arranging critical path through activities more susceptible to Department caused delay), lag logic restraints, unrealistic activity durations, zero total or free float constraints, extending activity times, or imposing constraint dates other than as required by the contract, shall be cause for rejection of the project schedule or its updates. Schedules with negative float will also not be accepted.

1. Definitions of Float.

Total Float is the length of time along a given network path that the actual start and finish of activity(s) can be delayed without delaying the project completion date. Project Float is the length of time between the End Project Milestone and the Contract Completion Date.

2. Ownership of Float.

Float available in the schedule, at any time shall not be considered for the exclusive use of either the Department or the Contractor. During the course of contract execution, any float generated due to the efficiencies of either party is not for the sole use of the party generating the float; rather it is a shared commodity to be reasonably used by either party. Efficiencies gained as a result of favorable weather within a calendar month, where the number of days of normally anticipated weather is less than expected, will also contribute to the Project Float. A schedule showing work completing in less time than the contract time, and accepted by the Department, will be considered to have Project Float. Project Float will be a resource available to both the Department and the Contractor. No time extensions will be granted nor delay damages paid unless a delay occurs which impacts the project's critical path, consumes all available float and extends the work beyond the Contract Completion Date.

3. Negative Float.

Negative float is not allowed. Schedules with negative float will not be accepted. Negative float will not be a basis for requesting time extensions. Any extension of time will be addressed in accordance with the Section F. Scheduled completion date(s) that extend beyond the contract (or phase) completion date(s) may be used in computations for assessment of liquidated damages. The use of this computation is not to be construed as an order by the Department to accelerate the project.

E. Monthly Update Schedule.

A monthly update schedule is a schedule in which only progress is updated from the prior data date to the current data date. Work added and/or excusable delays encountered since the prior data date must be represented as a schedule revision as described in Section E.

1. Update Requirements.

Each month on a date set at the Preconstruction Conference and until Formal Acceptance, submit an updated schedule and all required information with a data date of the last day of the preceding month. The date for submission and data date may be adjusted to accommodate regularly scheduled progress meetings. Submit the monthly updated bar chart on paper and a copy of the updated schedule in electronic format in Section C.2. The Engineer shall "accept" or "reject" the schedule update within 5 days of receipt of the updated CPM schedule. The Engineer may withhold estimates if the updated schedule is not submitted as required by this section. For each updated schedule, identify the actual start and finish dates for all completed activities and the actual start date and remaining duration for all activities in progress. Provide a written narrative that identifies any

changes or shifts in the critical path and submit reasons for the changes or shifts in the critical path.

Submit the following with each updated schedule:

- a) CPM Schedule in Bar Chart Format
- b) Electronic files (formatted as described above)

2. Submittal Cover Memo.

All update submittals shall be accompanied with a brief cover memo containing all the information require in the Baseline Submittal Cover Memo per section C.3 with the addition of:

- Baseline Report
 - Narrative of baseline expectations
 - Project completion status per baseline expectations
- Logic Report
 - Logic Modification Report per section F
 - Narrative of all logic changes and reasoning
 - Two separate CPM submissions; one reflecting the schedule without changes in logic, the other reflecting the proposed logic and the effects.
 - Description of fragnet required per section F
- Progress Report
 - Narrative of all schedule changes since last update
 - Details of each change including impact of change on the schedule, float consumption or addition, and reason causing change when float is consumed

F. Revisions.

The Work may require and/or the Contractor may make revisions to the CPM schedule. Addition of new activities (fragnets required) or new calendars or changes to existing activities, calendars or logic constitute a revision. All revisions must be reported in a Logic Modification Report. The Logic Modification Report is a separate CPM update which includes all the changes recommended by the contractor within the current monthly update schedule. It shall include a Narrative explanation of the necessary changes accompanying the monthly update schedule. Any revision which modifies the critical path or impacts an interim date or project completion date is considered a Logic Modification. A fragnet is defined as the sequence of new activities that are proposed to be added to the existing schedule. The fragnet shall identify the predecessors to the new activities and demonstrate the impacts to successor activities. If submitted as a fragnet, the Contractor shall compute two Finish Dates. The first Finish Date shall be computed without consideration of any impact by the fragnet. The second Finish Date shall be computed with consideration of any impact by the fragnet. The Contractor shall also

submit a written narrative stating the reason for the proposed revisions. The Engineer shall “accept” or “reject” proposed revisions within ten days of receipt of appropriate schedules and narrative. All approved revisions will be incorporated into the Monthly Update Schedule which will become the Revised Monthly Update Schedule.

G. Time Extensions.

The Work may require and/or the Contractor may request an extension of the Completion Date. Perform the following analysis to compute the duration of the time extension. Submit two paper copies and two electronic copies of each analysis performed.

1. Determine project progress prior to circumstance(s) necessitating the time extension. Unless the Engineer requests an interim schedule updated to the date of the circumstance alleging to have caused delay, the previous accepted monthly update shall be used to display the prior progress of the project. This schedule is referred to as the Un-impacted Schedule
2. Prepare a fragmentary network (fragnet) depicting the circumstance that is believed to have delayed the project.
3. Insert the fragnet into the Un-impacted Schedule, run the schedule calculations and determine the finish date. This schedule is referred to as the Impacted Schedule.
4. Compare the Impacted Schedule finish date with the Un-impacted Schedule finish date in order to determine the duration of any warranted time extension.

Submit the impacted schedule with the request for time extension. Include a narrative report describing the effects of new activities and relationships to interim and contract completion dates. All time extensions approved by the Engineer will be incorporated into the monthly update with the fragnet used to determine impacts incorporated into the schedule.

H. Recovery Schedule.

If the Monthly Update Schedule or Revised Monthly Update Schedule projects a finish date for the Project more than 14 calendar days later than the Contract Completion Date, submit a recovery schedule showing a plan to finish by the current Completion Date. The acceptance of any schedule projecting a completion date for the Project beyond the Current Contract Completion Date does not constitute approval of a time extension or an order to accelerate. All changes to completion dates and orders to accelerate must be made via Change Order. The Department will withhold Estimates until the Engineer “accepts” the recovery schedule. The Engineer will use the schedule to evaluate time extensions and associated costs requested by the Contractor. In the event the current Completion Date is in dispute, the recovery schedule will need to be submitted once the dispute has been resolved.

I. Basis of Payment.

The Department will make partial payments according to Section 109.05 of the standard specifications and as modified by the following schedule:

1. The Department will release 50 percent of the lump sum amount bid for Project CPM Schedule to the Contractor with the first regular estimate payable after the Engineer has “accepted” the CPM Baseline schedule submission and the Department has received the scheduling software.
2. The Department will release an additional 25 percent of the lump sum amount bid for Project CPM Schedule to the Contractor with the first regular estimate payable after 50 percent of the original contract amount is complete.
3. The Department will release the remaining 25 percent of the lump sum amount bid for Project CPM Schedule to the Contractor with the first regular estimate payable after project completion.

The Department will pay for the accepted quantities at the contract price as follows:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
-----	Project CPM Schedule	Lump Sum

The Department will consider payment as full compensation for all work required in this provision.

Adapted from Ohio Department of Transportation PN 107 with help from Clint Bishop.

SPECIAL PROVISION FOR WASTE AND BORROW SITES

Obtain U.S. Army Corps of Engineer's approval before utilizing a waste or borrow site that involves "Waters of the United States". The Corps of Engineers defines "Waters of the United States" as perennial or intermittent streams, ponds or wetlands. The Corps of Engineers also considers ephemeral streams, typically dry except during rainfall but having a defined drainage channel, to be jurisdictional waters. Direct questions concerning any potential impacts to "Waters of the United States" to the attention of the appropriate District Office for the Corps of Engineers for a determination prior to disturbance. Be responsible for any fees associated with obtaining approval for waste and borrow sites from the U.S. Army Corps of Engineer or other appropriate regulatory agencies.

1-296 Waste & Borrow Sites
01/02/2012

Right-of-Way Certification Form

Revised 2/22/11

☒ 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 Major projects. This form shall also be submitted to FHWA for all federal-aid projects that fall under Conditions No. 2 or 3 outlined elsewhere in this form. When Condition No. 2 or 3 apply, KYTC shall resubmit this ROW Certification prior to construction contract Award. For all other federal-aid projects, this form shall be completed and retained in the KYTC project file.

Date: 4/13/12Project Name: Widened I-64

Letting Date: _____

Project #: 12FO FD52 056 7614001RCounty: ShelbyItem #: 5-65.30Federal #: STPO642 (168)Description of Project: Widen I-64 to 6 lanes from west of the EB Rest Area to .458 miles east of KY 55 interchange.**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, families, and businesses ("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.)

- ☐ **Condition 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 all improvements and enter on all land. Fair market value has been paid or deposited with the court.

- ☐ **Condition 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 right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all 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 AWARD of construction contract. (See note 1 below.)

Note 1: The KYTC shall re-submit a right-of-way certification form for this project prior to AWARD of all Federal-Aid construction contracts. Award must not be made until after KYTC has obtained full legal possession and fair market value for all parcels has been paid or deposited with the court and FHWA has concurred in the re-submitted right-of-way certification.

Right-of-Way Certification Form

Revised 2/22/11

- ☐ **Condition 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 bid letting 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 until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction. 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 concurrence. (See note 2.)

Note 2: The KYTC may request authorization on this basis only in unique and unusual circumstances. Proceeding to bid letting shall be the exception and never become the rule. In all cases, the KYTC shall make extraordinary efforts to expedite completion of the acquisition, payment for all affected parcels, and the relocation of all relocatees prior to AWARD of all Federal-Aid construction contracts or force account construction.

Approved: Ron Geveden
Printed Name

Ron Geveden 4.13.12
Signature Right-of-Way Supervisor

Approved: DAVID L. ORR
Printed Name

[Signature] 4/14/12
Signature KYTC, Director of ROW & Utilities

Approved: DAVID WHITWORTH
Printed Name

[Signature]
Signature FHWA, ROW Officer (when applicable)

Right-of-Way Certification Form

Revised 2/22/11

Date: 4/13/12

Project Name: Widen I-64

Project #: 12FO FD52 056 7614001R

Item #: 5-65.30

Letting Date: _____

County: SHELBY

Federal #: STP 0642 (168)

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

0 Parcels where acquired by a signed fee simple deed and fair market value has been paid

_____ Parcels have been acquired by IOJ through condemnation and fair market value has been deposited with the court

_____ Parcels have not been acquired at this time (*explain below for each parcel*)

_____ Parcels have been acquired or have a "right of entry" but fair market value has not been paid or has not been deposited with the court (*explain below for each parcel*)

_____ Relocatees have not been relocated from parcels _____, _____, _____, _____, _____, _____, and _____. (*explain below for each parcel*)

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 _____, _____, _____, _____, and _____. All have been acquired and are the responsibility of the project contractor to close/cap.

Form Effective Date: April 1, 2006
Last Revised: February 22, 2011

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

IM NH 0642 (174)
FD 52 106 76140 01U SHELBY CO
I-64 WIDENING SECTION 3
5-65.30, 5-65.31

GENERAL PROJECT NOTE ON UTILITY PROTECTION
N/A

NOTE: DO NOT DISTURB THE FOLLOWING UTILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS
<p>Atmos Energy: Atmos Energy has an 8" gas main crossing under I-64 south to north from Station 2196+70 65' Rt. to 2196+80' 80' Lt. <u>Contractor shall not blast within 20' of gas main facilities. Any blasting within 300' of gas main facilities Contractor shall contact Bernie Anderson (502-321-8073) with Atmos Energy a minimum of 48 hours prior to start of blasting. An Atmos Energy inspector must be on site during blasting activity.</u></p> <p>AT&T Legacy: AT&T Legacy has an underground fiber optic line generally running parallel to I-64 on the north side in the project area that crosses Joyes Station Rd. west to east on the mainline from Station 2161+20 160' Lt. to Station 2162+30 155' Lt., also shown at station 48+15 50' Rt. to Station 48+50 50' Lt., and crosses KY 55 northeast to southwest at Station 169+95 65' Lt. to Station 169+95 95' Rt. <u>Contractor shall not blast within 20' of communication facilities.</u></p> <p>AT&T KY: AT&T KY has the following I-64 crossings: a 100 pair copper aerial crossing I-64 north to south from Station 2162+45 90' Lt. to 2162+95 80' Rt.; a dual underground fiber and copper in a 3 inch steel duct crossing I-64 north to south from Station 2238+10 145' Lt. to centerline then extending to Station 2238+60 95' Rt. to be exposed and protected by AT&T KY forces by permit during construction (See Special Note in the proposal and note below); and a 16 pair copper crossing south to north at Station 2272+45 150' Rt. to Station 2272+45 145' Lt. There is also an aerial line crossing KY 55 east to west from Station 197+50 45' Lt. to Station 198+40 30' Rt., and an aerial line crossing Joyes Station Rd. west to east from Station 53+72 28' Rt. to Station 54+00 32' Lt. <u>Contractor shall not blast within 20' of communication facilities.</u></p> <p>Insight Communications Company: Insight Communications Company has a 30 CT aerial fiber crossing I-64 south to north at Station 2242+50 90' Rt. to 2242+50 115' Lt.</p> <p>Shelby Energy Cooperative: Shelby Energy Cooperative has the following I-64 crossings: an aerial electric primary crossing north to south from Approximate Station 2072+25 102' Lt. to Station 2072+25 75' Rt.; and an aerial electric primary crossing north to south from Station 2160+80 65' Lt. to Station 2161+05 70' Rt. There is another aerial electric crossing KY 55 east to west from Station 161+50 55' Lt. to Station 161+75 52' Rt., and an aerial electric crossing Joyes Station Rd. west to east from Station 53+72 28' Rt. to Station 54+00 32' Lt.</p>

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

IM NH 0642 (174)
FD 52 106 76140 01U SHELBY CO
I-64 WIDENING SECTION 3
5-65.30, 5-65.31

East Kentucky Power Cooperative: East Kentucky Power Cooperative has an aerial electric transmission line crossing I-64 south to north from Station 2193+55 100’ Rt. to Station 2195+45 90’ Lt. There is also an aerial electric crossing KY 55 east to west at Station 195+27 60’ Lt. to Station 195+50 52’ Rt.

West Shelby Water District: West Shelby Water District has an 8” water main in a dual crossing with a sanitary sewer main partially encased in a 30” steel casing that crosses I-64 south to north from Station 2043+55 65’ Rt. to Station 2044+35 68’ Lt. **Contractor shall not blast within 100’ of water main facilities.**

City of Simpsonville Sewer Board: City of Simpsonville Sewer Board has a 10” sanitary sewer main in a dual crossing with a water main partially encased in a 30” steel casing that crosses I-64 south to north from Station 2043+55 65’ Rt. to Station 2044+35 68’ Lt. **Contractor shall not blast within 100’ of sanitary sewer main facilities.**

LG&E KU (Electric): LG&E KU (Electric) has the following I-64 crossings: an aerial electric crossing south to north at Station 2242+50 90’ Rt. to 2242+50 115’ Lt.; an aerial electric crossing south to north at Station 2272+45 150’ Rt. to Station 2272+45 145’ Lt.; and an aerial electric transmission crossing south to north from Station 2279+20 150’ Rt. to Station 2280+68 148’ Lt. There is also an aerial electric crossing KY 55 east to west from Station 197+50 45’ Lt. to Station 198+40 30’ Rt.

Shelbyville Municipal Water and Sewer Commission: Shelbyville Water and Sewer Commission has a 10” sanitary sewer force main crossing I-64 north to south at Station 2238+58 145’ Lt. to Station 2239+28 110’ Rt., and a 10” sanitary sewer gravity main crossing KY 55 east to west at Station 197+40 45’ Lt. to Station 197 +48 35’ Rt. There is also a 1” water main crossing Joyes Station Rd west to east at Station 55+ 45 20’ Rt. to Station 55+45 20’ Lt. **Contractor shall not blast within 100’ of water main or sanitary sewer main facilities.**

The Contractor is fully responsible for protection of all utilities listed above

THE FOLLOWING COMPANIES ARE RELOCATING/ADJUSTING THEIR UTILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

N/A

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

IM NH 0642 (174)
FD 52 106 76140 01U SHELBY CO
I-64 WIDENING SECTION 3
5-65.30, 5-65.31

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE COMPANY OR THE COMPANY’S SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

AT&T KY: AT&T KY has a dual underground fiber and copper 3 inch steel duct crossing I-64 north to south from Station 2238+10 145’ Lt. to Station 2238+60 95’ Rt. The duct will run thru the proposed gravity wall and channel lining at Approximate Station 2238+10 130’ Lt., and is to be exposed and protected by AT&T KY forces by permit during construction. The Special Note in the proposal states that the contractor will clear and grub over the existing duct in a 10’ width from the existing AT&T KY manhole southward a distance of 25’ to allow access for AT&T KY crews and equipment. The Contractor shall notify KYTC and AT&T KY in writing 10 working days prior to start of this operation.

The Contractor shall allow 5 working days for AT&T KY forces to expose and protect their facilities. Contractor to conduct work activities and operations in cooperation with AT&T KY so that interference with AT&T KY’s work will be reduced to a minimum.

The Department will consider submission of a bid as the Contractor’s agreement to not make any claims for additional compensation due to delays or other conditions created by the operations of AT&T KY. Working days will not be charged for those days on which work on AT&T KY facilities is delayed, as provided in the current edition of the KY Standard Specifications for Road and Bridge Construction. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the KYTC Resident Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department’s work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor.

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INCLUDED IN THIS CONTRACT

Shelbyville Municipal Water and Sewer Commission: Shelbyville Water and Sewer Commission has an existing 10” water main partially encased in a 16” steel casing pipe running south to north at Station 2241+95 105’ Rt. to Station 2242+00 112’ Lt. that is to be abandoned in place by filling the exposed ends with a minimum of two feet length of cement-sand. The existing main is to be replaced by the Contractor as part of the roadway construction project as shown on the Relocation Plans by a proposed 18” water main running south to north beginning at Approximate Station 2242+16 230’ Rt. to Approximate Station 2242+16 217’ Lt., reducing to a 10” water main running northwest to tie into the existing 10” water main at Approximate Station 2241+70 340’ Lt. The 18” water main is to be partially encased in a 36” steel cover pipe as shown on the Relocation Plans. **Blasting shall not be permitted by the contractor.** See the plans, specifications and special notes concerning the relocations.

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

IM NH 0642 (174)
FD 52 106 76140 01U SHELBY CO
I-64 WIDENING SECTION 3
5-65.30, 5-65.31

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

The Kentucky Transportation Cabinet makes no guarantees regarding the existence of utilities, the location of utilities, the utility companies in the project scope, or the potential for conflicts encountered during construction. Any location of utilities provided herein has been furnished by the facility owners, field inspection, and/or reviewing record drawings. The accuracy of the information provided is undetermined. It will be the contractor's responsibility to locate utilities before excavating. If necessary, the roadway contractor shall determine the exact location and elevation of utilities by hand digging to expose utilities before excavating in the area of a utility.

BEFORE YOU DIG

The contractor is instructed to call 1-800-752-6007 to reach KY 811, the one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call Before-U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area.

Please Note: The information presented in this Utility Note is informational in nature and the information contained herein is not guaranteed.

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

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5-65.30, 5-65.31

Shelby County - Utility Owners

- | | | |
|----|---|---|
| 1. | LG&E KU (Electric)
820 West Broadway
Louisville, KY 40202
LG&E Emergency Number (502) 589-1444
KU Emergency Number 1-800-331-7370 | Greg Geiser
work: (502) 627-3708
Greg.Geiser@LGE-KU.com |
| 2. | LG&E (Gas)
820 West Broadway
Louisville, KY 40202
Emergency Number (502) 589-5511 | Greg Geiser
work: (502) 627-3708
Greg.Geiser@LGE-KU.com |
| 3. | AT&T KY
3719 Bardstown Road - 2nd Floor
Louisville, KY 40218 | Morgan Herndon
Morgan.Herndon@att.com
(502) 458-7312 |
| 4. | Shelby Energy Cooperative
P.O. Box 311, 620 Old Finchville Road
Shelbyville, KY 40065 | Jason Ginn
Jason@ShelbyEnergy.com
cell: 502-643-2778
(502) 633-4420 |
| 5. | North Shelby Water District
P.O. Box 97 5913 Elmburg Rd.
Bagdad, KY 40003 | Pete Hedges
PeteHedges@BellSouth.net
(502) 747-8942 |
| 6. | Atmos Energy
130 Stonecrest Road Suite105
Shelbyville, KY 40065 | Bernie Anderson
cell: 502-321-8073
(502) 633-2831 ext. 104
Bernie.Anderson@AtmosEnergy.com
Earl Taylor
Earl.Taylor@AtmosEnergy.com
Cell: 859-583-0306
Office: 859-236-2300
Send to both contacts |
| 7. | Mid - Valley Pipeline Company
4910 Limaburg Road
Burlington, KY 41005 | Todd Calfee
(859) 371-4469x14
859-630-8271
FAX (866) 699-1185
RTCALFEE@SunocoLogistics.com |

SPECIAL NOTES FOR UTILITY CLEARANCE

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8.

Shelbyville Water & Sewer Commission
1059 Washington Street
Shelbyville, KY 40065

Tom Doyle
TGDoyle@BellSouth.net
(502) 633-2840
9.

Insight Communications Company
4701 Commerce Crossings Dr.
Louisville, KY 40229

Deno Barbour
Cell: (502) 664-7395
Office(502) 357-4376
Barbour.D@Insightcom.com
10.

U.S. 60 Water District
P.O. Box 97
Bagdad, KY 40003

Engineer: Sandy Broughman

Pete Hedges
PeteHedges@BellSouth.net
NSWUS60@BellSouth.net(old)
502-747-8942
(859) 271-1778
11.

West Shelby Water District
P.O. Box 39
Simpsonville, KY 40067

Steve Eden
SEden@WestShelbyWater.org
(502) 722-8944
Engineer: Kenvirons-Chris Jones
12.

City of Simpsonville Sewer Board
P.O. Box 378
Simpsonville, KY 40067
(502) 722-5634

Bryan Romine (Plant)
Office: 502-722-5634
Cell: 442-5608
BRomine1@gmail.com
Engineer: Derrick Engineering
Dave Derrick/Walter Elmes
(502) 636-9273
DerrickInc@BellSouth.net
13.

Kentucky Data Link (KDL now Windstream)
Project Manager
3701 Communications Way
Evansville, IN 47715
(Address envelopes ATTN LaDon Haley)

Rick Cunico
ph: (618) 648-2420
Cell:812-760-6602
Fax: (812) 456-4731
(812) 759-7844(Maintenance)
WCI.Maintenance.South@Windstream.com
Timothy Gibson (Fiber location/relocation)
Timothy.Gibson@Windstream.com
(812) 454-6756
Send to both contacts

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

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14.

AT&T Legacy
4500 Johnston Pkwy.
Cleveland, OH 44128

Mike Diederich
MD4145@att.com
(216)-587-6267
(216)-212-8556
Don Garr
DRGarr@Hughes.net
Cell: (502) 741-8374
Send to both contacts
15.

City of Taylorsville Sewer & Water
70 Taylorsville Rd., P O Box 279
Taylorsville, KY 40071

Contact: Harold Compton
HCompton@TaylorsvilleWater.org
(502) 477-3235
Fax: (502) 477-1310
16.

East Kentucky Power Coop
4775 Lexington Road
Winchester, KY 40391

P O Box 707
Winchester, KY 40391

OR

OR

Include Garry on facility map requests.

Garry Harvey
Garry.Harvey@EKPC.coop
(859)745-9601
Jason Witt
Jason.Witt@ekpc.coop
Cell: (859) 749-9110
Office (859) 745-9596
Barry Warner
Barry.Warner@ekpc.coop
(859) 745-9304
Garry Harvey
Garry.Harvey@ekpc.coop
Office: 859-745-9601
17.

Marathon Pipeline, LLC
539 S Main St, Rm 7642
Findlay, OH 45840

David Wisner
DSWisner@MarathonPetroleum.com
(419) 421-2211
18.

Crown Castle Network Operations
10170 Linn Station Road
Suite 525
Louisville, KY 40223
(builds cell towers and leases space on them)

Brian Watkins
Brian.Watkins@CrownCastle.com
(502)318-1323
Brandy Bowling (Brian's supervisor)
Brandy.Bowling@CrownCastle.com
(502)318-1322

SPECIAL NOTES FOR UTILITY CLEARANCE
IMPACT ON CONSTRUCTION

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Railroad Companies

1.

C.S.X. Transportation, Inc.
Contacts:
Dave Fette (Ft. Wright) – (859) 344-8137
Milton Holder – crossings – cell (502) 817-2011
John Williams – crossings – cell (502) 376-8745, Office (502) 364-1133
Joe Malandruco (Florida) – signals (904) 245-1160
2.

R. J. Corman Railroad Corp.
One Jay St.
Nicholasville, KY 40356

Mike Lamar
(859) 881-2502
Dispatcher (859) 881-2503

**SUPPLEMENTARY SPECIFICATIONS
SHELBYVILLE MUNICIPAL WATER AND SEWER COMMISSION STANDARD
DRAWINGS
INTERSTATE 64, Mile 32.163
WATER MAIN RELOCATION PROJECT
I-64 Widening – Section 3
KYTC ITEM NOS. 65.30, 65.31
Federal Project No. IM NH 0642 (174)
FD52 106 76140**

PROJECT LIMITS

Limits of the referenced project include **Interstate 64** and adjacent properties near **KY Highway No. 55 interchange east of Dry Run**.

PROJECT SUMMARY

The referenced project consists of the installation of **450** linear feet of 18-inch Pressure Class 350 ductile iron water main, **325** linear feet of 36-inch steel casing pipe bored and jacked under interstate right-of-way, additional smaller pipe, valves and fittings, abandoning existing water line, and tying in to the existing system.

SCOPE OF WORK

- A. Install **450** linear feet of 18-inch Pressure Class 350 ductile iron water main under Interstate at I-64 project station 2242+16. 325 linear feet of water line will be installed in 36-inch steel casing pipe, centered with pre fabricated spacers.
- B. Install **325** linear feet of 36-inch steel casing pipe, bored and jacked under interstate right-of-way at approximate interstate project station 2242+16. Work will include excavation of launch and retrieval pits for the bore.
- C. Install **155** linear feet of 10-inch Pressure Class 350 ductile iron water main between 18-inch ductile iron pipe and existing 10-inch water main.
- D. Install appropriate valves, tees, bends, reducers as shown on the plans.
- E. Tie in to existing 10-inch water main at each end of project using appropriate bends and fittings.
- F. Abandon existing 10-inch PVC water main in place by filling the exposed ends with a minimum of two feet length of cement-sand.

- G. Abandon existing 16-inch roadway steel casing pipe and 10-inch water main within casing pipe by saw cutting abandoned water main at the casing pipe ends and completely filling both casing pipe and 10-inch water main with cement-sand grout.
- H. **The contractor is bound by and shall comply with the provisions of the “Shelbyville Municipal Water and Sewer Commission Standard Drawings” which shall govern work on this project with the following additions/exceptions:**

GENERAL REQUIREMENTS

- I. All work performed for the installation and relocation of the water main and related construction must be performed by a Shelbyville Municipal Water and Sewer Commission pre-qualified contractor for water lines 6” – 18” in diameter, and “Construction must be performed by a contractor pre-qualified by KYTC.”
- J. Prior to beginning work a special pre-construction conference shall be held at the Shelbyville Municipal Water and Sewer Commission Office, 1059 Washington Street, Shelbyville, KY 40065 with the following people in attendance: KYTC inspector, KYTC Resident Engineer, Superintendent for the General Contractor, Superintendent for the Water Line Sub-contractor, Manager of Shelbyville Municipal Water and Sewer Commission, and Resident Project Representative for Shelbyville Municipal Water and Sewer Commission.

TRAFFIC CONTROL

- K. This project will be bid and constructed in conjunction with the Kentucky Transportation Cabinet’s (KYTC) I-64 widening project; therefore, no KYTC permits will be required.
- L. Specific traffic control signage referencing lane blockages, detours, flaggers, etc. shall be removed from the site or covered when not in use. Signs that provide general messages such as “Construction Ahead” shall be left in place throughout the completion of this project. Signage shall be coordinated with the roadway project. Conflicting signs will be removed/relocated/covered as appropriate.
- M. All construction vehicles shall be legally parked. Privately owned vehicles including vehicles owned by the construction crew shall not be parked in a manner that blocks traffic.

VIDEO RECORDING

- N. Video Recording shall be provided in DVD format.

SITE WORK

- O. Field modifications to the proposed pipeline alignment may be necessary to avoid or minimize the effects of potential conflicts. To avoid potential conflicts with existing utilities located perpendicular and/or parallel to the proposed main, the Contractor should anticipate the need to use offsets, bends and fittings when installing the new main, and for large service connections. Coordinate with the KYTC Resident Engineer and obtain approval prior to making field modifications.
- P. Utility locations are shown on the plans from available information and are approximate. The contractor is responsible for locating all existing utilities including water line facilities prior to start of construction. The contractor is responsible for relocating any existing utility that is in conflict with the proposed construction at no additional cost to KYTC and Shelbyville Municipal Water and Sewer Commission.

PIPELINE MATERIALS

- Q. Unless otherwise approved by the Shelbyville Municipal Water and Sewer Commission Resident Project Representative, and by the KYTC Resident Engineer, all pipe replacement work in this project scope shall be constructed with Pressure Class 350 ductile iron pipe in accordance with the plans using traditional trenching techniques.
- R. All gate valves, fittings and bends shall be AWWA approved ductile iron, and per Shelbyville Municipal Water and Sewer Commission Standard Drawings.

EXCAVATION

- S. Excavation on this project shall be unclassified.
- T. Rock shall be removed using mechanical methods (backhoe, hoe ram, or rock trenching machine). Blasting shall not be permitted.

INSTALLATION, HANDLING AND STORAGE

- U. Forklifts' forks or other material handling equipment shall not be inserted into the barrels of pipe, valves or other fittings to lift or move them or for any other construction activity.
- V. Any length of pipe showing a crack or which has received a blow that may have caused an incident fracture, even though no such fracture can be seen, shall be marked as rejected and removed at once from the work. Damaged areas, or possible areas of damage may be removed by cutting out and removing the suspected incident fracture area. Limits of the acceptable length of pipe shall be determined by the Resident Project Representative.

- W. Any scratch or gouge greater than 10% of the wall thickness will be considered significant and can be rejected unless determined acceptable by the Shelbyville Municipal Water and Sewer Commission Inspector, or Resident Project Representative, or KYTC Inspector, or by the KYTC Resident Engineer.
- X. Pipe lengths should be stored and placed on level ground. Pipe should be stored at the job site in the unit packaging provided by the manufacturer. Caution should be exercised to avoid compression, damage, or deformation to the pipe. The interior of the pipe, as well as all end surfaces, should be kept free from dirt and foreign matter.
- Y. Pipe shall be handled and supported with the use of woven fiber pipe slings or approved equal. Care shall be exercised when handling the pipe to not cut, gouge, scratch or otherwise abrade the piping in any way.
- Z. Pipe shall not be stored on-site for periods greater than 3 months or as approved by the Shelbyville Municipal Water and Sewer Commission Inspector and Resident Project Representative, or KYTC inspector, or by the KYTC Resident Engineer. Pipe shall be stored so as not to conflict with roadway construction.
- AA. Pipe shall be stored and stacked per the pipe supplier's guidelines and as approved by the Shelbyville Municipal Water and Sewer Commission Inspector and Resident Project Representative.

BACKFILLING PROCEDURES AND TAMPING

- AB. When under the *pavement in state right-of-way*, the final backfill material shall be selected, placed and compacted in accordance with the **"Kentucky Department of Highways Standard Drawings"** and **"applicable contract documents."**
- AC. When under *pavement other than state right-of-way*, (side streets, driveways, and entrances), the final backfill material shall be selected, placed and compacted in accordance with **"Kentucky Department of Highways Standard Drawings"** and **"applicable contract documents."**
- AD. If septic system / lateral field is encountered, contractor shall put 6 inches of compacted DGA on all sides of pipe for a distance of 5 feet on each side of line encountered.

PLACING WATER MAIN IN SERVICE

- AE. A chlorine injection system shall be used to fill the new main. The Shelbyville Municipal Water and Sewer Commission Resident Project Representative shall approve the equipment, injection methods, and legal disposal of flush water.
- AF. After chlorination to a minimum of 50 ppm and 24 hour residual of 25 ppm total chlorine, the Contractor shall flush the new water line until the free and total chlorine proportions are reduced to the same proportions found in nearby active water lines.
- AG. The Contractor shall be responsible for engaging an approved testing and sampling laboratory to collect and test water samples from the newly constructed water main, which has been chlorinated and flushed. The water main shall not be placed into service until satisfactory testing laboratory results have been achieved. Failure to achieve satisfactory test results shall be remedied by re-flushing and or re-chlorination of the water main.
- AH. Small sections of main and fittings used for final tie-in shall be swabbed with a chlorine and water solution containing a minimum of 250 ppm chlorine.

CUSTOMER SERVICES

- AI. No customer services are impacted by this project.

WORK SCHEDULE

- AJ. A 'Staging 'Plan' for how the work is to proceed is to be presented by the contractor at the Preconstruction meeting. Staging of the work should try to minimize the time between installing the new main and working on or removing the existing water main so that the time between the restorations of the two events is minimized. Work shall be performed such that tie-in and service work is completed and restoration begun before proceeding to the next area.
- AK. The tie-in to the existing 10-inch water mains shall be accomplished simultaneously at each end of the newly constructed water main using two fully equipped crews. The tie-in shall be scheduled for off-peak water usage hours a minimum of 48 hours in advance of the scheduled work. Shelbyville Municipal Water and Sewer Commission will close down the water main in the area for a maximum of TWO HOURS.
- AL. Shelbyville Municipal Water and Sewer Commission observes the following holidays; New Years Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve, and Christmas Day. Work shall not be performed on any of these holidays without two weeks prior notice and approval from the Resident Project

Representative. All work shall be coordinated with the KYTC Resident Engineer and with the KYTC Inspector.

In addition to these listed holidays, no work shall be performed during the holiday period between **November 19, 2012 to November 29, 2012** and **December 17, 2012 to January 3, 2013** without two weeks prior notice and approval from the Resident Project Representative. During these no-work periods, all equipment, personnel, and materials shall be removed from the work area, all excavations shall be backfilled and restored, and restoration efforts shall be completed.

- AM. Normal work hours shall be limited to weekdays between **8:00 AM** and **5:00 PM**. All other work hours must be approved by the Resident Project Representative and KYTC.
- AN. The Contractor shall anticipate the need to work after-hours and on weekends to accommodate critical customer needs, and to avoid logistical problems involving work in proximity to parking lots and in heavily traveled intersections. In addition, after-hour or weekend work may be needed to shut down transmission mains or to connect to a tank. All such work will be considered incidental to the project and no additional compensation will be provided. As with holidays and any work planned for weekends, this shall be pre-approved by the Shelbyville Municipal Water and Sewer Commission Manager, and the KYTC Resident Engineer and the KYTC Inspector.
- AO. In the case of an emergency, the Contractor shall immediately notify the Shelbyville Municipal Water and Sewer Commission Resident Project Representative, and the KYTC Resident Engineer and the KYTC Inspector. Prior to the actual shut-off, an attempt shall also be made to contact each customer (door-to-door) to alert customers of the emergency situation and the need to shut-off the main.

PIPELINE CONSTRUCTION

- AP. Prior to the start of any work at the site (including saw-cutting), the Contractor, KYTC Inspector or KYTC Resident Engineer, and Resident Project Representative shall review the proposed pipeline alignment with respect to the utility locations marked by BUD, trees, and other existing site improvements.
- AQ. Standard burial depth for new water mains is 42 inches within KYTC Right-of-Way and 36 inches outside of KYTC Right-of-Way, as measured from the top of ground at final grade to the top of the newly installed pipe. While the Contractor is expected to adhere to this standard burial depth requirement at all times, it is understood that revisions to the burial depth will be necessary when the installation of mains and large services conflict with existing utilities and other site improvements. With prior notification and approval from the Shelbyville Municipal Water and Sewer Commission Manager, the KYTC Inspector and/or

the KYTC Resident Engineer, the depth of burial may be reduced to a minimum of 30 inches, or increased to a maximum of 72 inches, for short durations (10 feet or less) to avoid these conflicts. Situations requiring a depth of burial outside these maximum and minimum limits or of a longer duration shall be approved by the Shelbyville Municipal Water and Sewer Commission Manager, the KYTC Inspector and/or the KYTC Resident Engineer,

- AR. The type, size and condition of the existing pipe shall be verified prior to completing tie-ins. When the existing pipe is other than indicated on the Project Plans, the Resident Project Representative, the KYTC Inspector and/or the KYTC Resident Engineer shall be contacted immediately to assess the need for revising the tie-in location. The Contractor shall be compensated in accordance with the supplementary unit prices for any additional pipeline installed to revise the tie-in location.
- AS. The Contractor is cautioned that many large trees are located within close proximity to the project alignment. Care will be required to minimize damage to trees and tree root systems. Excavations that encounter roots should be backfilled as soon as possible. Severed roots more than 2-inches in diameter shall be cut straight at an undamaged portion, maintained in a moist condition and then buried as soon as possible. Excavated soil shall not be placed within the drip line of any tree.

When installing main within the drip line of any tree with a diameter of 6 inches or larger, the root system shall be bored. The cost of the tree bore shall be considered incidental to the installation of the pipeline, and no extra compensation will be provided.

All tree root systems that require boring shall be bored a minimum of 30 feet; 15 feet either side of the tree trunk. The bore shall be located a minimum of 4 feet below the ground surface and a minimum of 5 feet from the center of the tree.

RESTORATION

- AT. All surface restoration shall be performed as indicated in the KYTC contract bid documents unless otherwise noted on the Project Plans. Surface restoration of grassy areas shall consist of seed and straw. The seed type used shall match the existing grass. Reseeded areas that are located within ditches or on other sloped ground shall be covered with erosion control netting secured with pins or stakes. As an alternative, the Contractor may utilize prefabricated matting containing mulch, seed, and fertilizer.

Areas that have landscaping shall be replaced with like materials (mulch, plants, etc.). The Contractor shall contact each customer with landscaping to be disturbed to give them the option of removing it prior to construction and

replacing it. If the customer does not choose this option, the Contractor shall remove it for them or replace it with like materials following construction. The Shelbyville Municipal Water and Sewer Commission general warranty period shall apply to this work.

- AU. Joints shall be provided at driveway crossings and on approximate 25-foot spacing. Tooled joints shall be provided on 4-6 foot spacing. Wheelchair accessible ramps shall be provided as required by the City of Louisville Specifications.
- AV. All driveways requiring replacement shall be restored in the following manner: (1) concrete driveways shall be replaced in their entirety to the nearest construction joint and (2) asphalt driveways shall be restored via a utility cut, as approved by the inspector and property owner.

POST CONSTRUCTION

- AW. All in-line and service valves installed and/or operated during the completion of this project shall be inspected after construction to verify that all valves used by the Contractor are left in the proper operating position. Unless otherwise noted, or directed, all gates shall be left open.

EROSION CONTROL MEASURES

- BA. It is anticipated that less than one acre of earth disturbance will occur because of the water main relocation. Erosion Control and Storm Water permitting shall be incorporated with the NOI and SWPPP prepared and maintained by the General Contractor.
- BB. As a minimum, erosion control features shall be provided at catch basins, headwalls and in small ditches where associated construction procedures may cause the transport of sediment into the storm drainage system. When soil is disturbed within grassy areas, erosion control protection shall also be provided at yard drains. Care will be required to minimize stockpiling or placing backfill or excavated materials on roadways.

WARRANTY

- BC. The Contractor warrants to the Company that materials and equipment furnished by the Contractor under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Company, the

Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- BD. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the work in accordance with the Contract Documents:
1. Observations by the Resident Project Representative, KYTC Inspector, or KYTC Resident Engineer;
 2. Payment by the Company;
 3. Issuance of a certificate of Substantial Completion;
 4. Use or occupancy of any part of the Work by the Company;
 5. Review of Shop Drawings or other Submittals;
 6. Any inspection, test, or approval by others; or
 7. Any correction of defective Work by the Company.
- BE. Failure on the part of the Company to insist on strict performance by the Contractor of any provision of this Contract is not a waiver of any of the Company's rights and/or remedies, nor shall it relieve the Contractor from performing any subsequent obligations strictly in accordance with the terms of this Contract.
- BF. The Company may, at its option with the agreement of the KYTC Resident Engineer and the KYTC Inspector, waive compliance with any particular Contract requirement. No waiver shall be effective unless in writing and signed by both the Company, and the KYTC Resident Engineer, and the Contractor. Written waivers shall be limited to the specified provisions of this Contract specifically referred to herein, and shall not be deemed a waiver of any other provision. The written waiver shall not constitute a continuing waiver unless it states otherwise.
- BG. All work shall be warranted for two (2) years from the date of Final Completion unless specified otherwise. Paved surfaces and restoration of structures will be warranted for five (5) years. Contractor-furnished iron pipe materials shall be warranted for five (5) years after the iron pipeline is placed in service. Satisfactory performance of the iron water main and appurtenances, as they relate to installation, shall be warranted for two (2) years after the iron pipeline is placed in service. The Company reserves the right to require Contractor's presence at scheduled Warranty inspections held within the 12-month period following acceptance of the Project.
- BH. Contractor shall assign to the Company all manufacturers' warranties. All such warranties shall be directly enforceable by the Company. Such assignment shall

in no way affect the Contractor's responsibilities and duties during the warranty period.

ATTACHMENTS

1. Excerpts from "STANDARD DRAWINGS", SHELBYVILLE MUNICIPAL WATER AND SEWER COMMISSION, PO Box 608, Shelbyville, KY 40065.
 - a. General Notes
 - b. Sheet W001: Fire Hydrant Setting
 - c. Sheet W002: Valve Box
 - d. Sheet W003: Blowoff Valve Assembly
 - e. Sheet W004: Automatic Air Release Valve Assembly
 - f. Sheet W005: Anchor and Thrust Blocks
 - g. Sheet W006: Water Line Trench
2. KYTC Standard Drawing RDI-025-04 "PIPE BEDDING TRENCH CONDITION"
3. KYTC TC 99-13 "SURFACE RESTORATION METHODS"
4. KYTC TC 99-10 "Highway Boring Crossing Detail & Casing Conditions" UR-9006
5. Kentucky Division of Water Construction Permit Approval Letter
6. Shelbyville Municipal Water and Sewer Commission Approved Contractor List

EXCERPTS FROM:
STANDARD DRAWINGS
February 13, 2012

SHELBYVILLE MUNICIPAL WATER AND SEWER COMMISSION
PO Box 608
Shelbyville, KY 40066

GENERAL NOTES
WATER LINE CONSTRUCTION

I. GENERAL

- a. Water main construction shall not begin until approval by the Kentucky Division of Water has been granted and after a pre-construction conference has been held with the Manager of the Shelbyville Municipal Water and Sewer Commission or the Manager's designee.
- b. The Contractor shall submit at least three copies of material lists, catalog cuts and shop drawings for review to the Resident Project Representative prior to ordering materials. Additional copies may be required for specific projects.

II. MATERIALS

- a. Fittings (tees, bends, etc.) shall be ductile iron mechanical joint fittings.
- b. Water mains, valves, hydrants shall conform to the latest standards issued by the AWWA or NSF (if such standards exist). PVC and PE piping used must be certified to ANSI/NSF Standard 61.
- c. Water mains shall be PVC SDR 21, PVC C900, DR 18, or Ductile Iron Pressure Class 350 or as called out on the plan sheets. Higher standards may be required depending upon working pressures and operational requirements.
- d. Pipe lubricants shall be in accordance with the pipe manufacturer's recommendations.
- e. Water mains laid across rear or side property lines of residential subdivisions shall be Ductile Iron, Pressure Class 350.
- f. Gate valves shall be Mueller 2360 Series Resilient Wedge or approved equal.
- g. Tapping Sleeves for Ductile Iron Pipe shall be Mueller Mechanical Joint Tapping Sleeves or approved equal.
- h. Tapping Sleeves for PVC pipe shall be Cascade Waterworks Products Model CST-SL or approved equal.
- i. DOUBLE DETECTOR Check Valve/Backflow Preventer shall be Watts No. 709 DDC or approved equal.
- j. When encasement pipe is used, spacers shall be required at 10-foot intervals, or closer. Spacers shall be Calpico PX or approved equal.

III. CONSTRUCTION

- a. PVC pipe shall be installed without bending. Appropriate ductile iron fittings shall be used to form a curve. Water lines shall be laid straight through cul-de-sacs instead of deflecting around the curb.
- b. Water mains shall be laid with a minimum cover of 36". Water lines laid in the right of way of state and federal highways shall be laid with a minimum cover of 42". Water lines laid across rear of side property lines of residential subdivisions shall be laid with minimum cover of 48-inches.
- c. Water mains shall be laid with No. 8 copper locator wire directly above pipe in trench. The wire shall be pulled up in all valve boxes including boxes on hydrant leads. Wire splice connectors shall be approved by the Resident Project Representative.
- d. Existing valves shall be operated by Shelbyville Municipal Water and Sewer Commission personnel.
- e. Water mains shall be plugged during any time that the pipe in the trench is left unattended in order to prevent foreign materials and rodents from entering the pipeline.
- f. Fire hydrants are required at all dead end lines. Blowoff assemblies with properly sized openings, minimum 2-1/2" diameter may also be permitted. See Standard Details.
- g. All pipe and fittings shall be handled in accordance with the manufacturers recommendations. Additional requirements and inspections may be listed on the drawings or other supplementary instructions.
- h. All tees, bends, plugs and hydrants shall be provided with reaction blocking to prevent movement. In addition to concrete backing, vertical bends, bends 45 degrees and greater, and fire hydrants must be restrained by restraining glands, stainless steel rods, thru bolts or other methods approved by Shelbyville Municipal Water and Sewer Commission.
- i. Water mains shall be laid at least 10 feet horizontally from any existing or proposed sewer. A sewer is defined as any conduit conveying fluids other than potable water. The distance shall be measured edge to edge. In cases where it is not practical to maintain a 10 foot separation, the Kentucky Division of Water may consider alternate methods provided adequate justification is submitted by the design engineer.
- j. When water mains cross any existing or proposed sewer, the water lines shall be laid such that either the vertical separation between water line and sewer line is a minimum of 18 inches. Further, one full length of the water pipe shall be located so that both joints of the water pipe will be as far as possible from the sewer as possible.
- k. Refer to construction detail drawings for additional information.

IV. TESTING

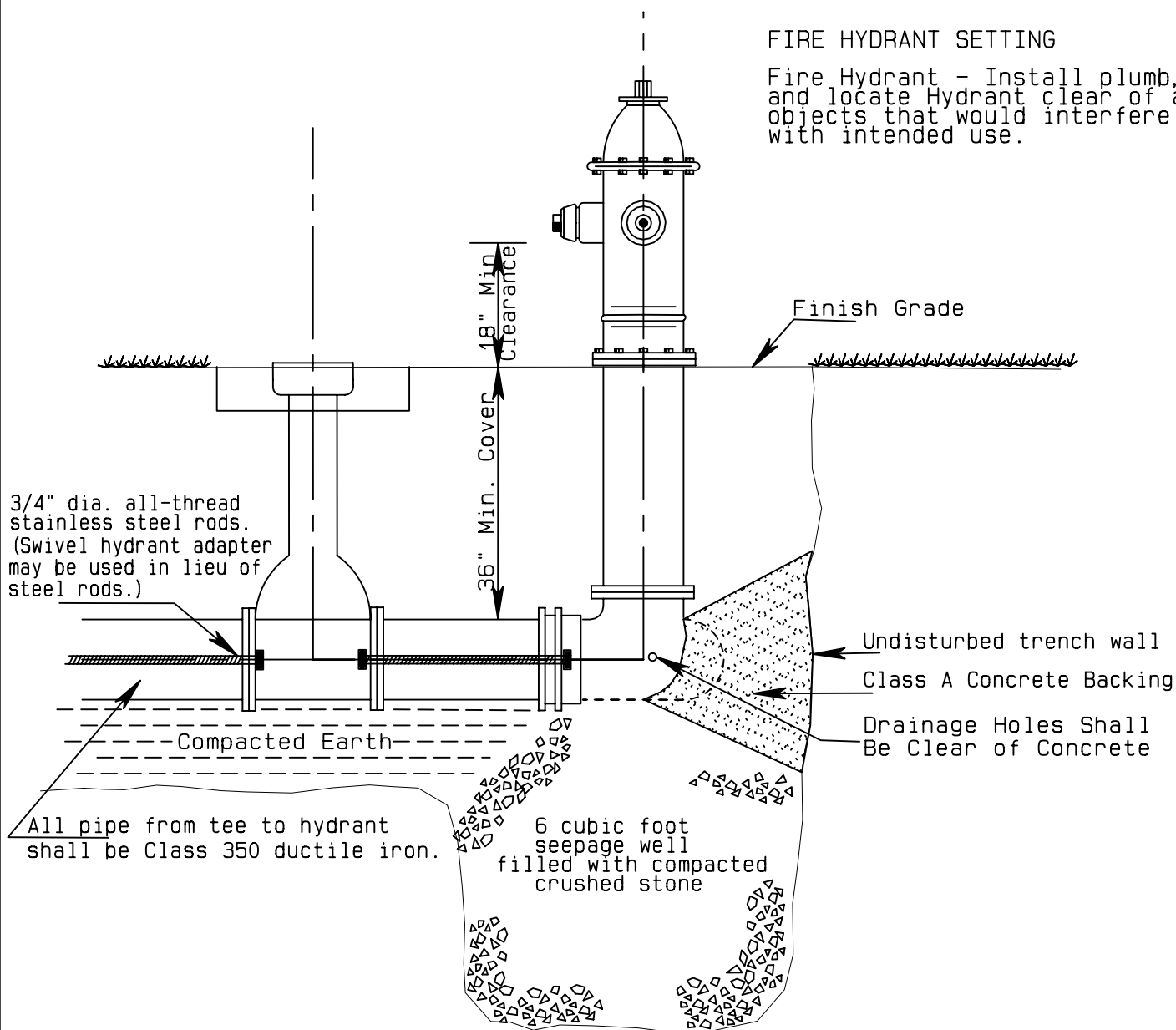
- a. Water mains shall be pressure tested after backfill operations and prior to disinfection.

- b. Pressure testing shall be witnessed by the Resident Project Representative and by a designated representative of the Shelbyville Municipal Water and Sewer Commission.
- c. The Contractor shall make provisions for a positive test. For example, a leaking existing valve does not relieve the contractor's responsibility to prove a positive test.
- d. Prior to testing, valves must be checked as to whether open or closed to verify that the test is for the appropriate sections of the systems.
- e. The pressure test itself shall be performed in the following manner:
 - i. Pressurize the line to 150% of the normal operating pressure or 150 PSI, whichever is greater. If less than 5 PSI is lost after two hours and no leaks are observed, the test may be considered passing.
 - ii. If a pressure drop is observed, water shall be added to bring the pressure to a minimum of the pressure class of the pipe, and the test shall be continued until it is assured that leakage does not exceed 10 gallons per day per inch diameter of pipe per mile of pipe.
 - iii. If allowable leakage is exceeded, the test shall be terminated until the cause of the leakage is determined.
 - iv. All observed leaks shall be repaired regardless of whether the allowable leakage is exceeded.

V. DISINFECTION

- a. Water mains shall be thoroughly disinfected (AWW Standard C651) upon completion of construction and before being placed into service. To disinfect the new or relocated water mains use chlorine or chlorine compounds in such amounts as to produce an initial disinfectant concentration of at least 50 ppm and a residual disinfection of at least 25 ppm at the end of 24 hours.
- b. The acceptable method of chlorination of new water mains within the Shelbyville Municipal Water and Sewer Commission system is by chlorine solution injection. The use of dry chlorine powder or tablets dropped into each joint of pipe during the pipe laying process is not acceptable.
- c. Follow the line disinfection with thorough flushing and place the line into service if, and only if, coliform monitoring applicable to the line does not show the presence of coliform.
- d. Chlorinated water resulting from disinfection of project components shall be disposed in a manner which will not violate 401 KAR 5:031.
- e. Water sampling must be accomplished by a representative of a testing laboratory to insure proper chain of custody of the sample. Samples must be taken at intervals prescribed by AWWA with no less than two samples per project. All sampling costs shall be borne by the Contractor.

- f. Disinfection of main and fittings at tie-in points where the above procedure cannot be followed shall be accomplished by swabbing the sections of pipe and fittings with a chlorine and water solution containing a minimum of 250 ppm chlorine.



FIRE HYDRANT SETTING

Fire Hydrant - Install plumb, and locate Hydrant clear of all objects that would interfere with intended use.

General Fire Hydrant Notes:

- Maximum friction loss shall not be more than 2.5 psi at a flow rate of 600 gpm with a total loss of not more than 5 psi at between the street main and outlet.
- Fire hydrants shall be Improved AWWA Compression Model with 5-1/2" hydrant valve, two 2-1/2" hose outlets and one 4-1/2" pumper nozzle, National Standard Threads, National Standard Pentagon Operating Nut, opening Left (CCW).
- Acceptable fire hydrant models are Mueller Centurian or Kennedy Guardian, or American Darling B-84-BV - Traffic Breakaway type.
- Paint fire hydrant with one coat red enamel paint. (Two coats if factory finish is other than red) Paint nozzle caps and top bonnet with black enamel.
- Install gate valve between fire hydrant and street main.
- The tee located on the street main shall be installed with concrete thrust blocking.

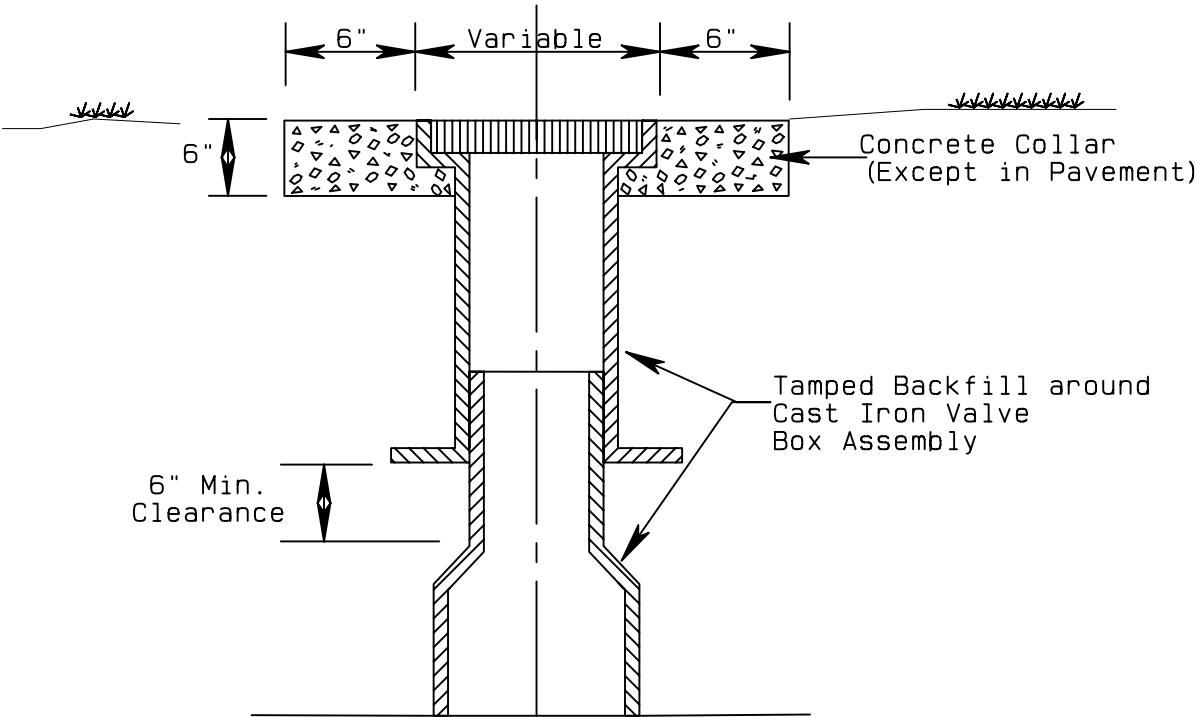
STANDARD DRAWINGS

SHELBYVILLE MUNICIPAL WATER & SEWER COMMISSION
1059 WASHINGTON STREET
SHELBYVILLE, KY. 40065

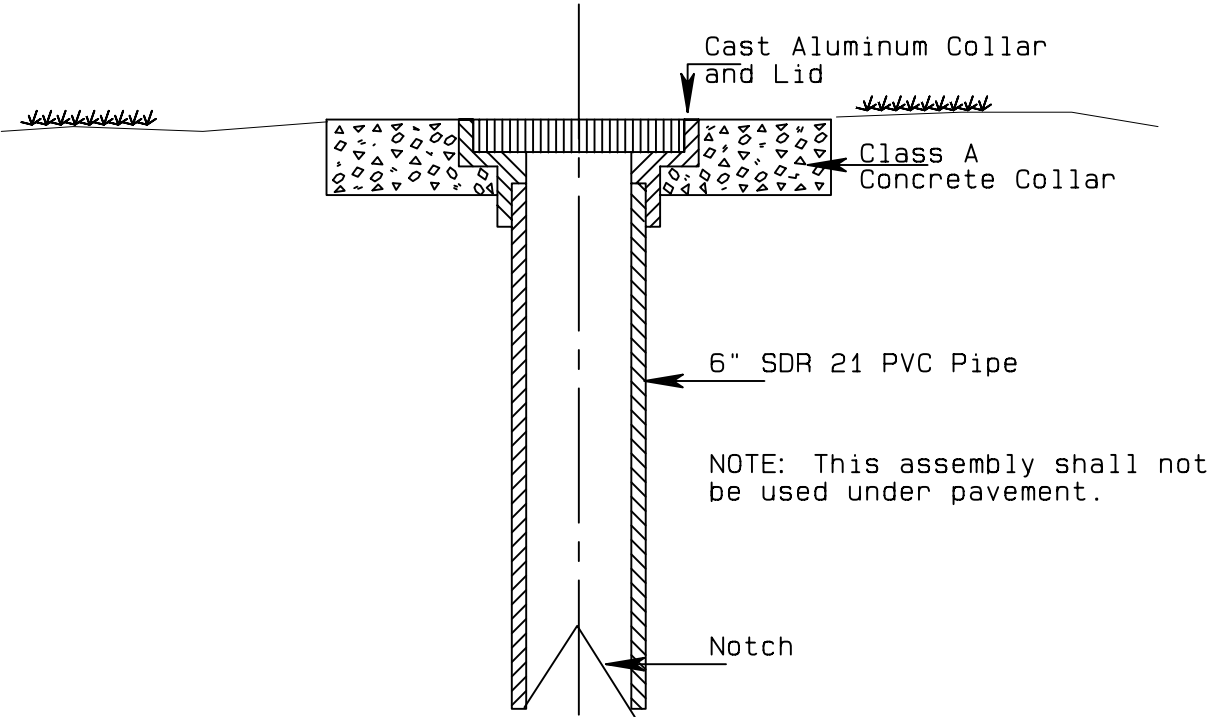
FIRE HYDRANT SETTING

DATE: 10-14-92
REV: 02-13-12
DRWNBY: lgtcadd

SHEET W001

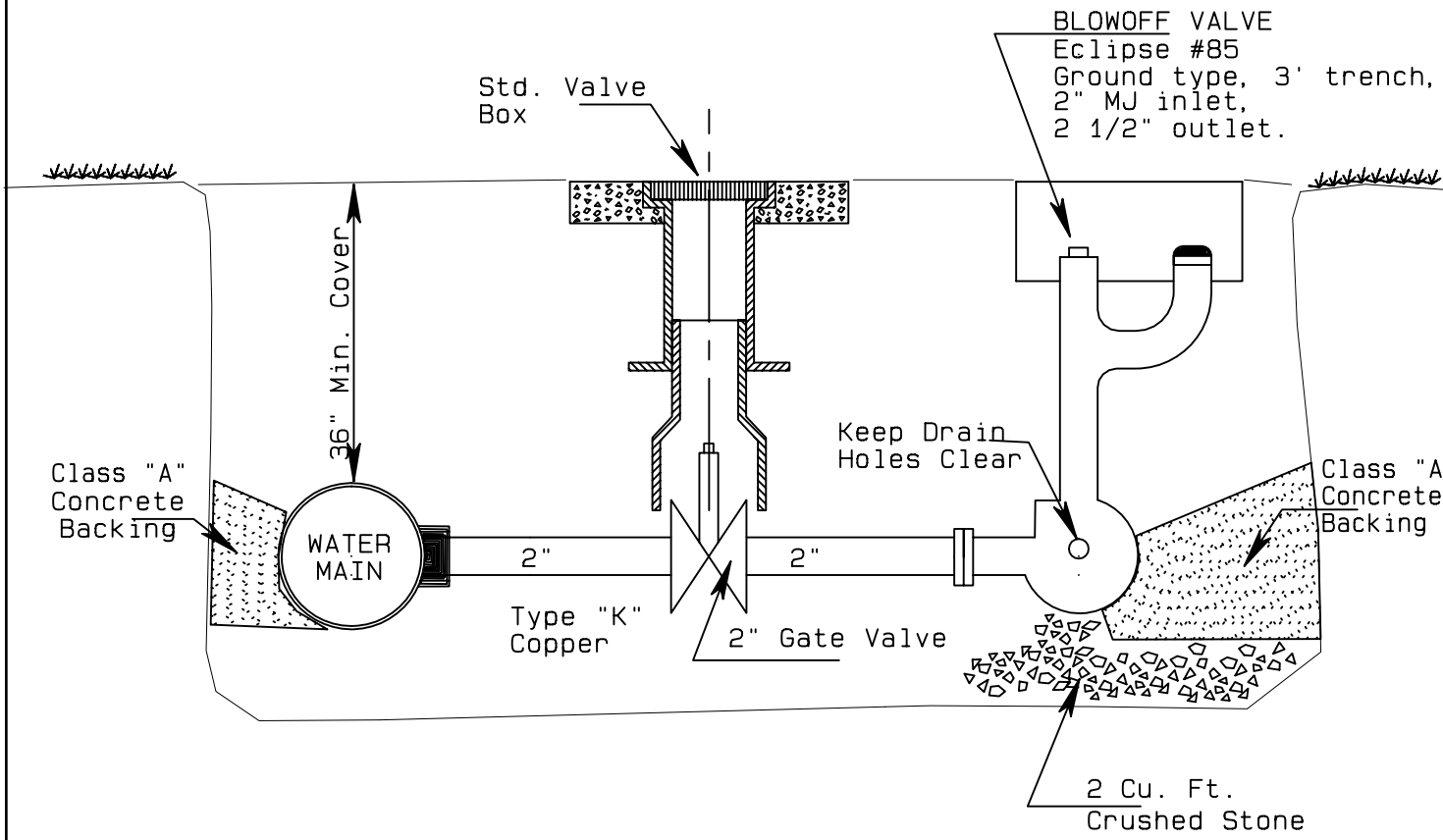


CAST IRON VALVE BOX

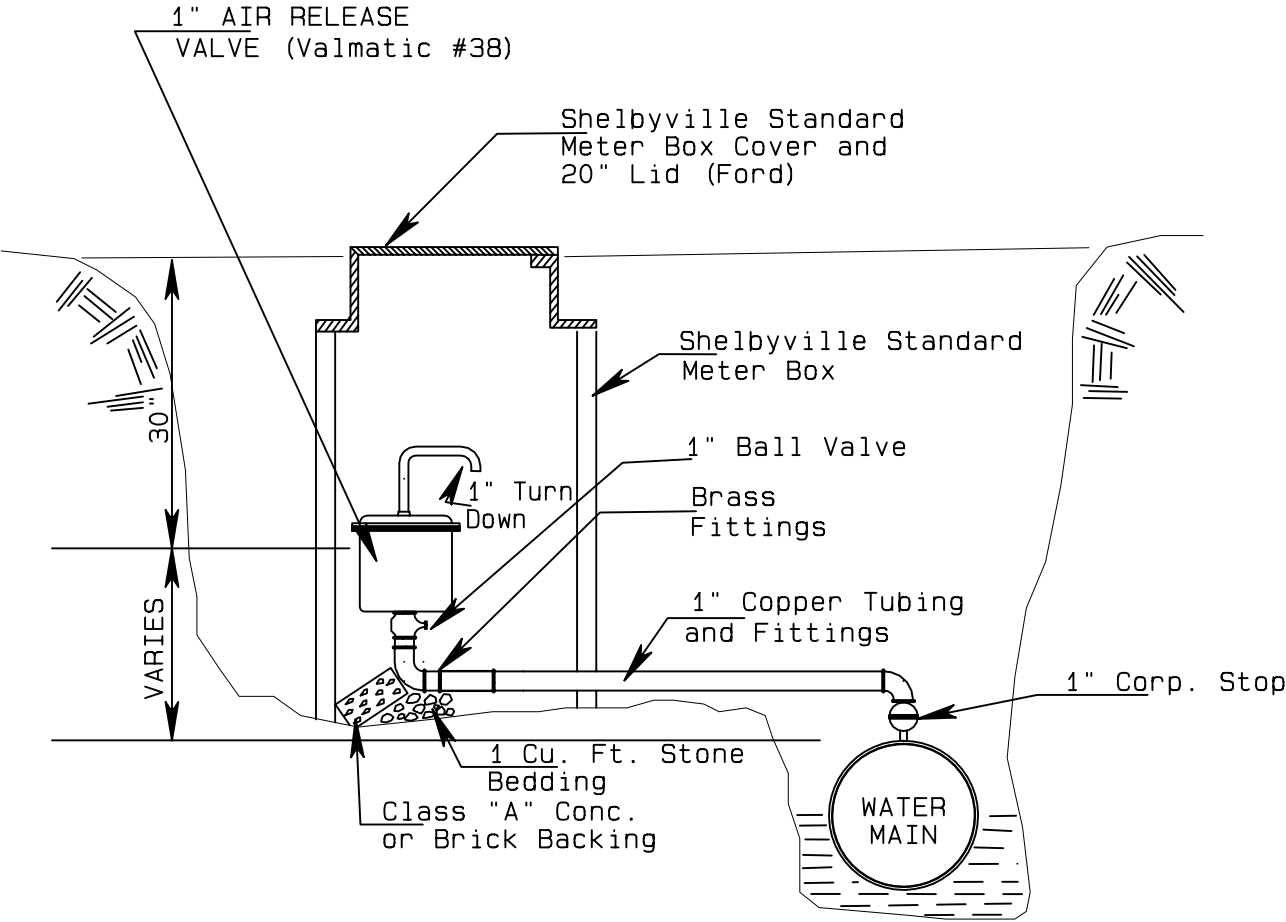


PVC VALVE BOX ASSEMBLY
(WITH ALUMINUM CAP)

STANDARD DRAWINGS	VALVE BOX
SHELBYVILLE MUNICIPAL WATER & SEWER COMMISSION 1059 WASHINGTON STREET SHELBYVILLE, KY. 40065	DATE: 10-14-92 DRWNBY: lgtcadd SHEET W002



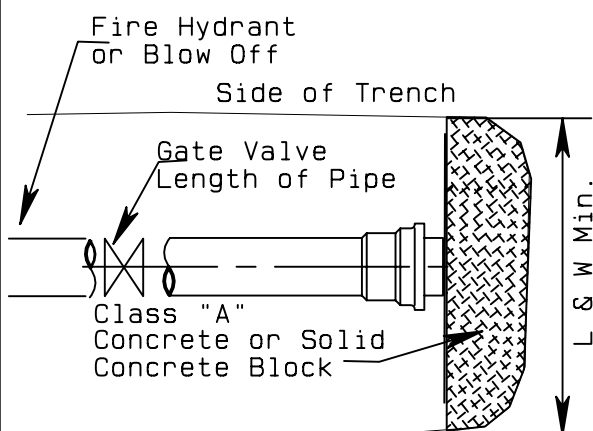
STANDARD DRAWINGS	BLOWOFF VALVE ASSEMBLY
SHELBYVILLE MUNICIPAL WATER & SEWER COMMISSION 1059 WASHINGTON STREET SHELBYVILLE, KY. 40065	DATE: 10-14-92 DRWNBY: lgtcadd SHEET W003



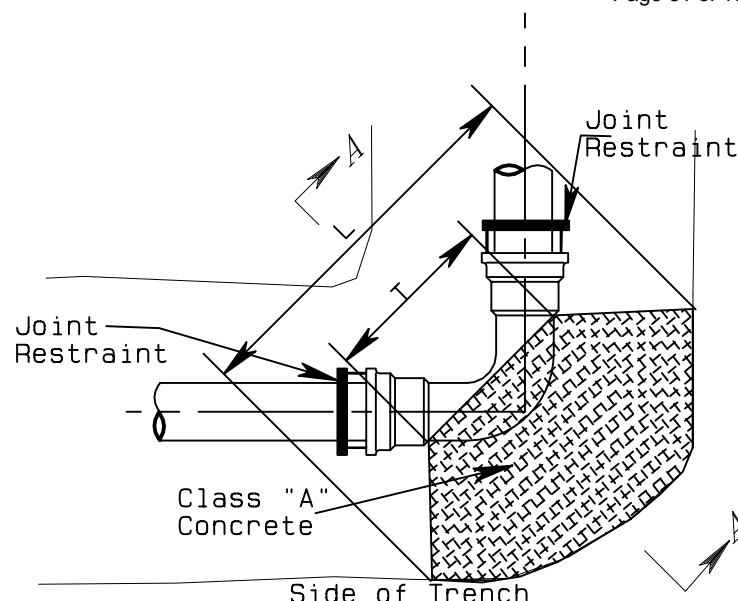
GENERAL NOTES:

- 1. Air/Vacuun Release Valve Assemblies shall be placed at all high points in system. The Water Main must be installed so that a continuous upward slope is provided to all Air/Vacuum Release Assemblies.
- 2. Air Release Valve and Piping size shall be calculated for water mains larger than 8 inches in diameter.
- 3. Can be located directly above Main, with Water Company Approval.

STANDARD DRAWINGS	AUTOMATIC AIR/VACUUM RELEASE VALVE ASSEMBLY
SHELBYVILLE MUNICIPAL WATER & SEWER COMMISSION 1059 WASHINGTON STREET SHELBYVILLE, KY. 40065	DATE: 10-14-92 REV: 02-13-12 DRWNBY: lgtcadd SHEET W004



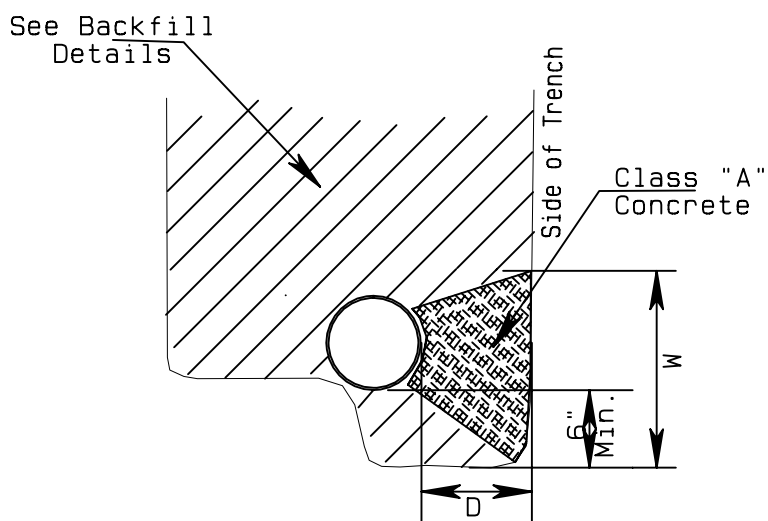
**PLUGS
(DEAD END LINES)**



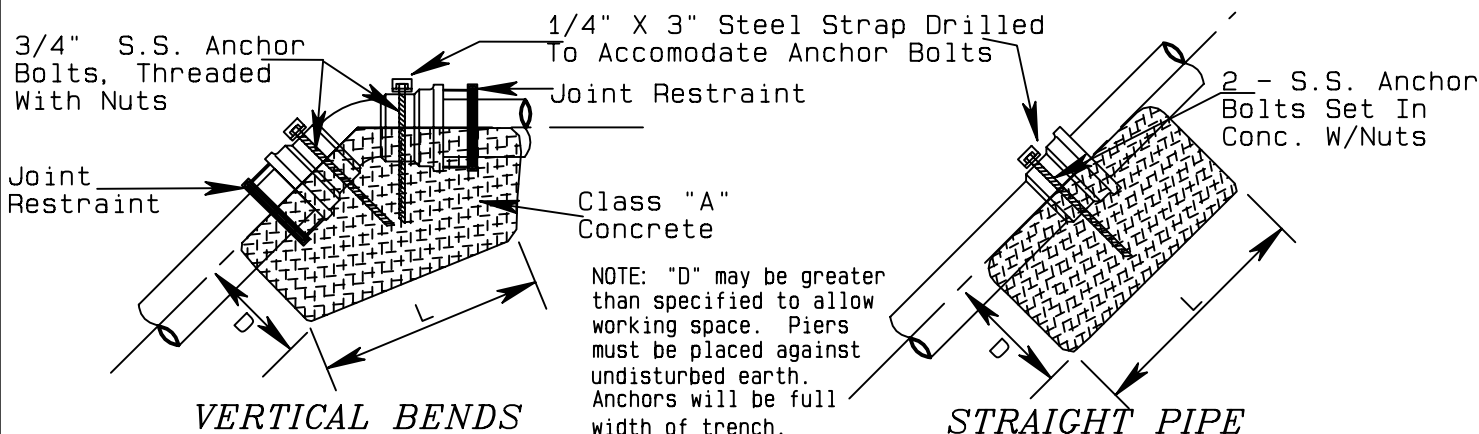
45 & 90 DEGREE BENDS

CONCRETE THRUST BLOCKS

NOTE: Earth shall be cut square and to original soil.



SECTION A-A



VERTICAL BENDS

STRAIGHT PIPE

CONCRETE ANCHOR BLOCKS

STANDARD DRAWINGS

SHELBYVILLE MUNICIPAL WATER & SEWER COMMISSION
1059 WASHINGTON STREET
SHELBYVILLE, KY. 40065

ANCHOR AND THRUST BLOCKS

DATE: 10-14-92
DRWNBY: lgtcadd

SHEET W005

Class "A" Concrete Thrust Blocks

PLUGS						
SIZE	6"	8"	10"	12"	16"	18"
D	6"	6"	6"	6"	10"	12"
L&W	20"	22"	24"	24"	32"	36"
45 DEGREE BENDS						
SIZE	6"	8"	10"	12"	16"	18"
D	6"	6"	6"	6"	6"	8"
L	18"	20"	22"	24"	34"	40"
T	16"	16"	18"	18"	28"	33"
W	12"	14"	16"	18"	22"	25"

Note: For 22-1/2 degree Bends, L & W may be reduced so that the bearing area is 51 % of the product of L x W for a 45 degree bend. For a 11 -1/4 degree bend, L & W may be reduced so that the bearing area is 50 % of the product of L x W for a 22-1/2 degree bend.

90 DEGREE BENDS						
SIZE	6"	8"	10"	12"	16"	18"
D	8"	10"	12"	12"	12"	16"
L	24"	27"	30"	34"	48"	51"
T	16"	18"	20"	22"	36"	40"
W	12"	16"	20"	24"	28"	34"
VERTICAL BEND & STRAIGHT PIPE						
SIZE	6"	8"	10"	12"	16"	18"
D	15"	15"	18"	18"	21"	21"
L	24"	24"	30"	30"	36"	36"

Note: Anchors to be full width of trench.

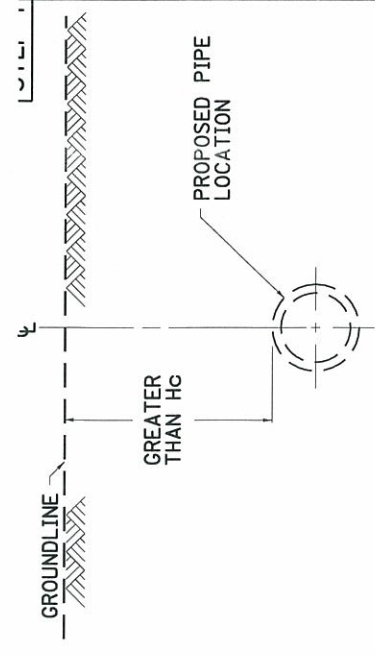
Notes: Joint restraints shall be used on all vertical bends and all horizontal bends 45 degree or greater in addition to the concrete thrust blocks shown on this page. Joint Restraints shall be Epaa- "Meg A Lug", Romac- "Grip Ring" or as approved by Commission.

Anchor bolts, nuts, & washers shall be stainless steel.

All thrust blocking shall be accomplished in the presence of the inspector. The trench shall be prepared for thrust blocking so that the concrete is placed against original soil having straight, smooth bearing area.

All bolts and nuts shall be protected from direct contact with concrete.

STANDARD DRAWINGS	ANCHOR AND THRUST BLOCKS
<p>SHELBYVILLE MUNICIPAL WATER & SEWER COMMISSION</p> <p>1059 WASHINGTON STREET</p> <p>SHELBYVILLE, KY. 40065</p>	<p>DATE: 10-14-92</p> <p>DRWNBY: lgtcadd</p> <p>SHEET W006</p>



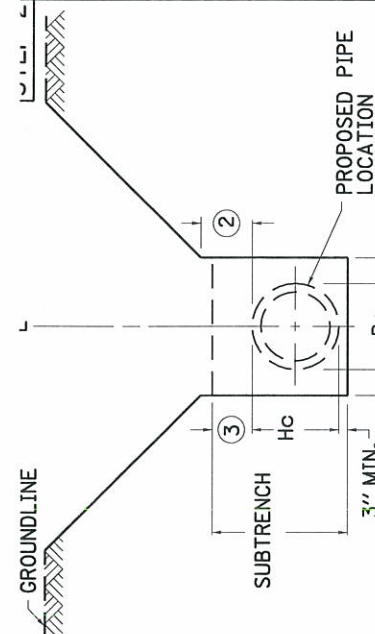
GROUNDLINE

GREATER THAN H_c

PROPOSED PIPE LOCATION

a. TRENCH CONDITION IS WHEN GROUNDLINE ELEVATION IS GREATER THAN H_c ABOVE TOP OF PROPOSED PIPE.

NOTE:
GROUNDLINE MAY BE (a) EXISTING OR ORIGINAL (b) EXCAVATED SURFACE OR (c) EMBANKMENT SURFACE.



GROUNDLINE

SUB TRENCH

3" MIN.

H_c

PROPOSED PIPE LOCATION

Bc

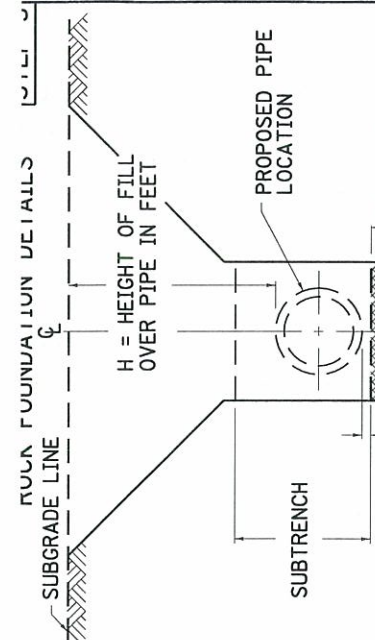
a. EXCAVATE SUB TRENCH TO WIDTH AND DEPTH SHOWN.

b. TRENCH WALLS MAY BE CONSTRUCTED VERTICAL. FOR ILLUSTRATION PURPOSES THE DETAIL DEPICTS A SLOPING WALL TRENCH. WHICHEVER METHOD IS USED, THE TRENCH WALLS SHALL REMAIN SYMMETRICAL ABOUT THE CENTERLINE OF THE PIPE.

① $B_c + 24"$ FOR PIPE 36" DIA. OR LESS.
 $B_c + 48"$ FOR PIPE GREATER THAN 36" DIA.

② SLOPING OF TRENCH WALLS MAY BEGIN AT ANY ELEVATION GREATER THAN 1'-0" ABOVE TOP OF PIPE. THE SUB TRENCH SHALL ALWAYS BE REQUIRED.

③ 1'-0" MINIMUM TO H_c MAXIMUM.



SUBGRADE LINE

ROCK FOUNDATION DETAILS

H = HEIGHT OF FILL OVER PIPE IN FEET

SUB TRENCH

3" MIN.

PROPOSED PIPE LOCATION

ADDITIONAL DEPTH = .042H-.25'

a. IF ROCK FOUNDATION IS NOT ENCOUNTERED, GO DIRECTLY TO "STEP 4".

b. IF ROCK FOUNDATION IS ENCOUNTERED, EXCAVATE TRENCH ADDITIONAL DEPTH USING FORMULA GIVEN. THIS ADDITIONAL DEPTH SHALL BE A MIN. OF 4" AND SHALL NOT EXCEED 24".

c. BACKFILL ADDITIONAL EXCAVATION AREA WITH COMPACTED BEDDING MATERIAL IN LAYERS 6" OR LESS.



GROUNDLINE

SUB TRENCH

0.30 H_c

3" MIN.

PIPE INSTALLED

LAYERS 6" OR LESS

a. COMPACT BEDDING IN SUB TRENCH IN LAYERS 6" OR LESS TO WIDTH AND ELEVATION SHOWN.

b. EXCAVATE A GROOVE IN THE COMPACTED BEDDING TO CONFORM TO THE OUTSIDE OF THE PIPE. AFTER EXCAVATION OF THE GROOVE, APPROXIMATELY 4" OF BEDDING SHOULD REMAIN BELOW THE OUTSIDE INVERT OF THE PIPE. THE CRADLE SHALL BE GAGED FOR SHAPE AND SLOPE BY STRIKING OR DRAWING A TEMPLATE THROUGH THE GROOVE IMMEDIATELY BEFORE PLACING EACH SECTION OF PIPE.

c. INSTALL PIPE AT CORRECT ALIGNMENT AND ELEVATION. RECOMPACT ANY LOOSE BEDDING DISTURBED DURING INSTALLATION.

④ WRAP BEDDING MATERIAL IN GEOTEXTILE FABRIC WHEN THE STANDARD SPECIFICATIONS SPECIFIES.



GROUNDLINE

SUB TRENCH

1'-0"

PIPE INSTALLED

LAYERS 6" OR LESS

⑤ 4'-0" REQUIRED FOR CONSTRUCTION LOADING IF COVER HEIGHT PERMITS.

a. COMPACT REQUIRED BACKFILL MATERIAL IN LAYERS 6" OR LESS TO 1'-0" ABOVE TOP OF PIPE.

b. IN A UNIFORM SYMMETRICAL MANNER COMPACT REQUIRED BACKFILL MATERIAL TO ELEVATION ⑤ ABOVE TOP OF PIPE IN LAYERS OF 6" OR LESS.

c. PROCEED WITH TRENCH BACKFILL IN A SYMMETRICAL MANNER IN LAYERS 1'-0" OR LESS TO THE ORIGINAL GROUND AS DEFINED IN STEP 1.

⑥ WRAP BEDDING MATERIAL IN GEOTEXTILE FABRIC WHEN THE STANDARD SPECIFICATIONS SPECIFIES.



GROUNDLINE

SUB TRENCH

1'-0"

PIPE INSTALLED

LAYERS 6" OR LESS

⑦ 4'-0" REQUIRED FOR CONSTRUCTION LOADING IF COVER HEIGHT PERMITS.

a. COMPACT REQUIRED BACKFILL MATERIAL IN LAYERS 6" OR LESS TO 1'-0" ABOVE TOP OF PIPE.

b. IN A UNIFORM SYMMETRICAL MANNER COMPACT REQUIRED BACKFILL MATERIAL TO ELEVATION ⑦ ABOVE TOP OF PIPE IN LAYERS OF 6" OR LESS.

c. PROCEED WITH TRENCH BACKFILL IN A SYMMETRICAL MANNER IN LAYERS 1'-0" OR LESS TO THE ORIGINAL GROUND AS DEFINED IN STEP 1.

⑧ WRAP BEDDING MATERIAL IN GEOTEXTILE FABRIC WHEN THE STANDARD SPECIFICATIONS SPECIFIES.



CIRCULAR

HORIZONTAL ELLIPTICAL

ARCH

VERTICAL ELLIPTICAL

H_c

B_c

NOTE:
FOR CLASSES AND GAGES OF PIPE SEE CURRENT STANDARD DRAWINGS RDI-001 THRU RDI-008 AND RDI-011 AND RDI-012.

KENTUCKY

DEPARTMENT OF HIGHWAYS

PIPE BEDDING TRENCH CONDITION

STANDARD DRAWING NO. RDI-025-04

SUBMITTED *Steve L. Hays* 12-2-02 DATE

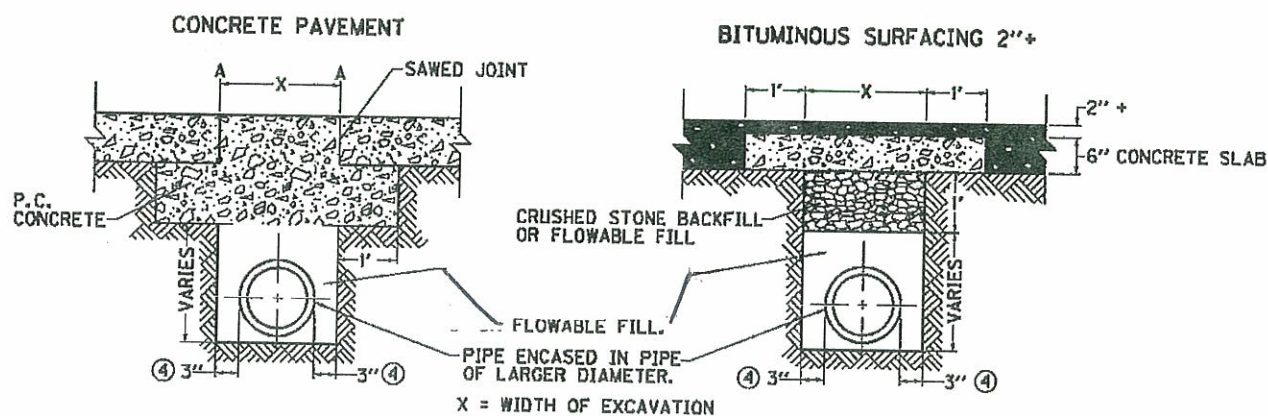
APPROVED *Steve L. Hays* 12-2-02 DATE

Surface Restoration Methods, TC 99-13

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF TRAFFIC

TC 99.13
REV 2/95

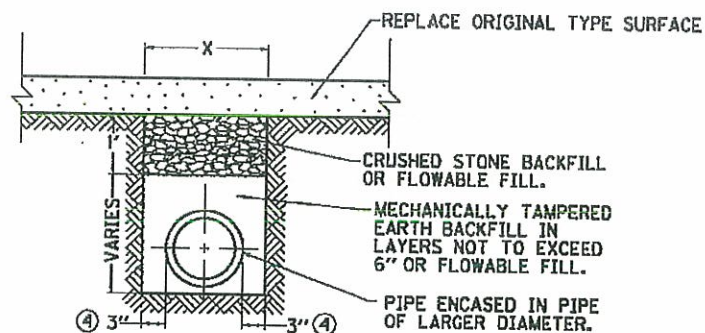
SURFACE RESTORATION METHODS



REPLACE CONCRETE PAVEMENT
WITH NEW PAVEMENT SAME
THICKNESS OF EXISTING PAVEMENT.

REPAVE BITUMINOUS PAVEMENT
WITH THE SAME TYPE AND DEPTH AS
EXISTING PAVEMENT.

BITUMINOUS SURFACE LESS THAN 2" AND TRAFFIC BOUND MACADAM



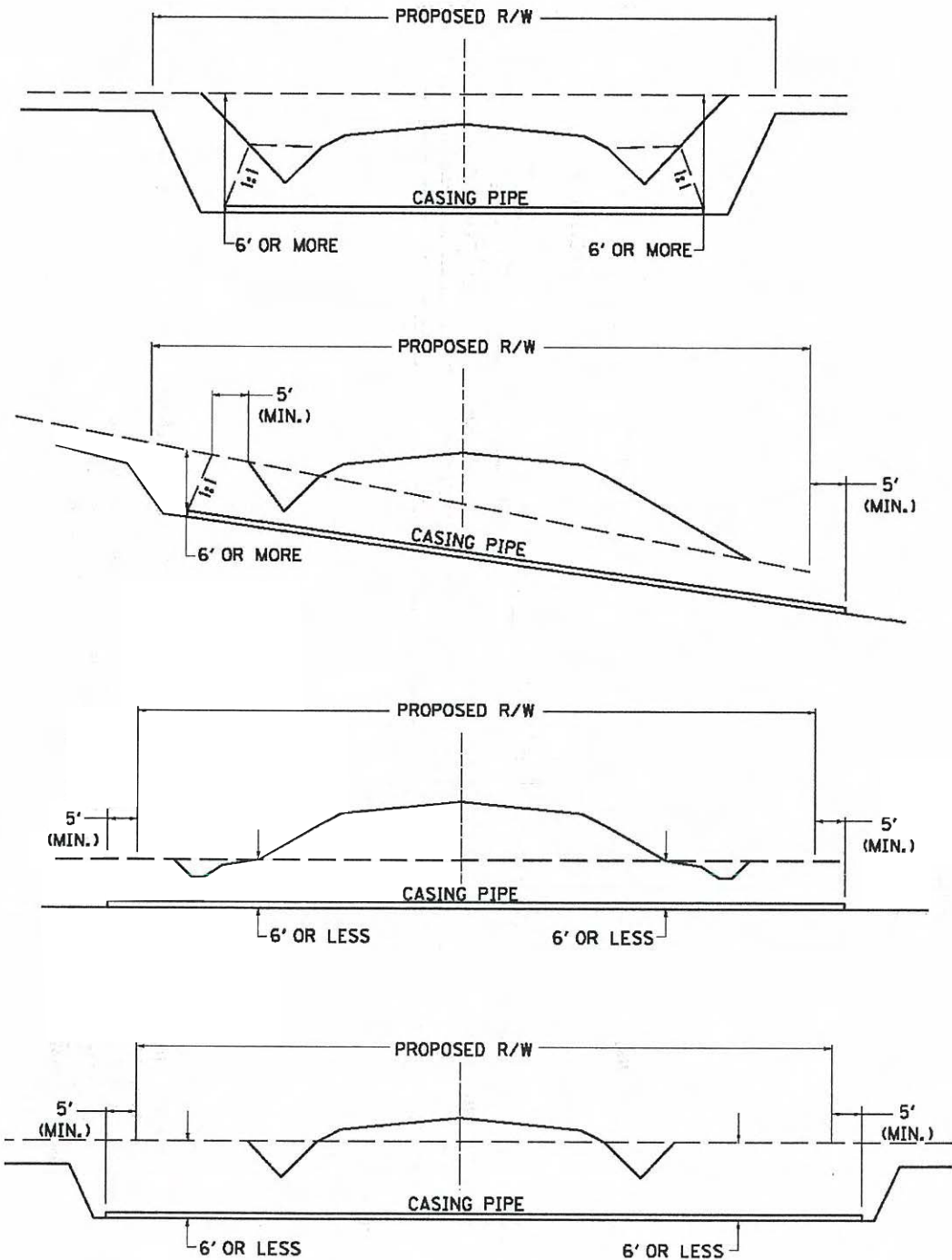
NOTE:

1. DISTANCE FROM POINTS "A" (CONCRETE PAVEMENT) TO NEAREST JOINT OR BREAK IN PAVEMENT MUST BE SIX (6) FEET OR MORE. IF LESS THAN SIX (6) FEET, REMOVE PAVEMENT TO JOINT OR BREAK AND REPLACE ENTIRE SLAB.
2. CONCRETE SLAB UNDER BITUMINOUS SURFACE TO EXTEND TWELVE (12) INCHES ON EACH SIDE OF TRENCH.
3. AN APPROVED JOINT SEALER TO BE APPLIED BETWEEN NEW AND EXISTING PAVEMENT.
- ④ 3" MIN. EACH SIDE OF PIPE WITH USE OF FLOWABLE FILL.

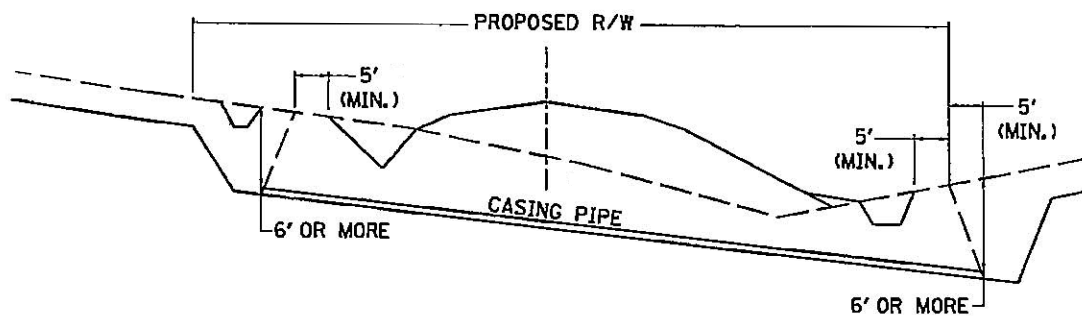
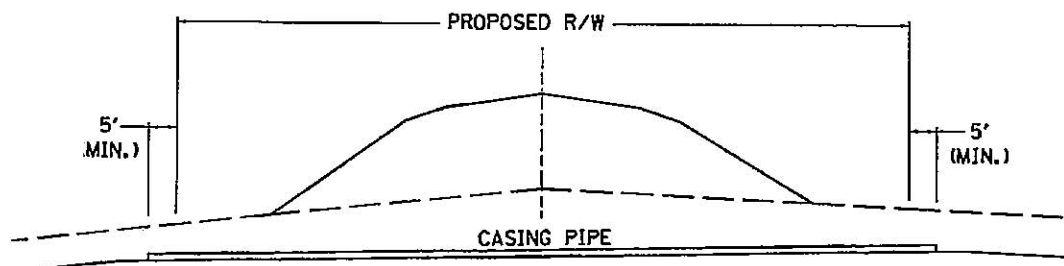
EXHIBIT (Referenced in UR-401-3)

Highway Boring Crossing Detail, TC 99-10 & Casing Conditions

UR-9006



TYPICAL CONDITIONS FOR
CASING PIPE INSTALLATION
SHEET 1 OF 2



TYPICAL CONDITIONS FOR
CASING PIPE INSTALLATION
SHEET 2 OF 2

EXHIBIT (Referenced in UR-401-3)

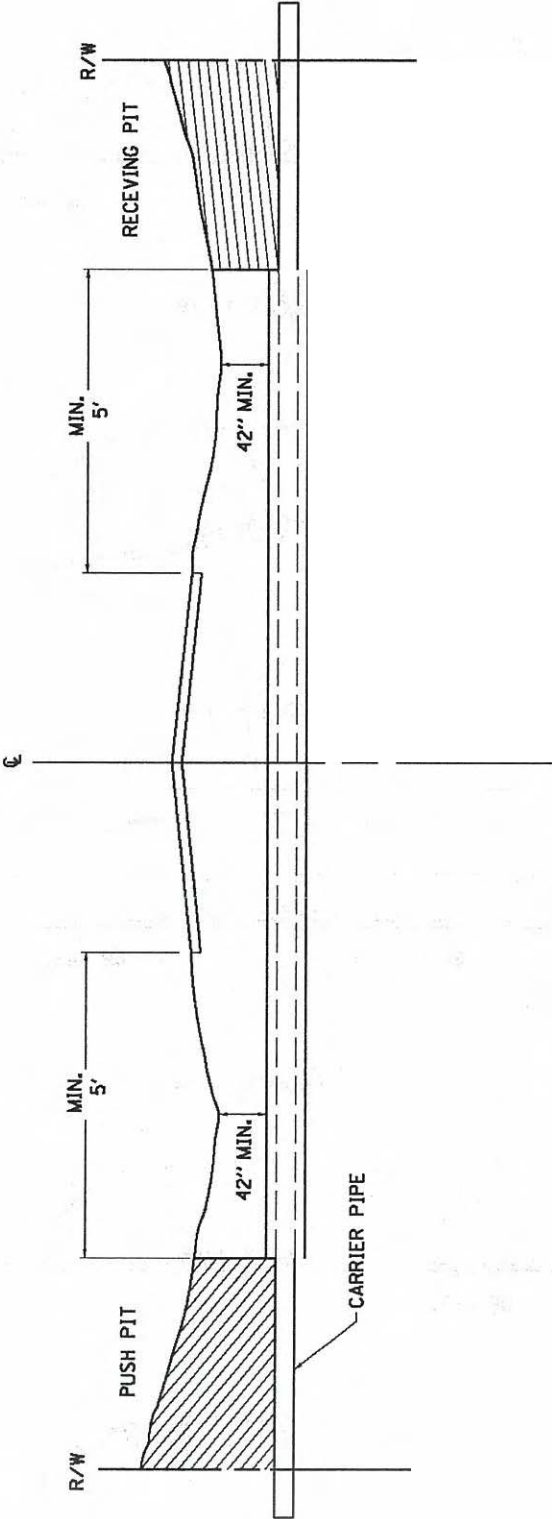
Highway Boring Crossing Detail, TC 99-10 & Casing Conditions

UR-9006

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
PERMITS BRANCH
TYPICAL HIGHWAY BORING CROSSING DETAIL

TC 99.10
REV 9/2004

PERMIT NO. _____
ROUTE NO. _____
PAVEMENT WIDTH _____



- 1. PUSH PIT AND RECEIVING PIT SHALL BE BACKFILLED AND THOROUGHLY COMPACTED.
- 2. ALL DITCH LINES ARE TO REMAIN OPEN AT ALL TIMES.
- 3. SEED AND STRAW ALL AREAS DISTURBED IMMEDIATELY AFTER COMPLETING THE WORK.
- 4. PROVIDE TRAFFIC CONTROL AS REQUIRED TO INSURE THE SAFETY OF THE TRAVELING PUBLIC IN ACCORDANCE WITH THE CURRENT EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

ALL SERVICES OVER 2" IN DIAMETER SHALL REQUIRE ENCASEMENT.



STEVEN L. BESHEAR
GOVERNOR

LEONARD K. PETERS
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WATER
200 FAIR OAKS LANE, 4TH FLOOR
FRANKFORT, KENTUCKY 40601
www.kentucky.gov

February 2, 2012

Mr. Thomas G. Doyle, Manager
Shelbyville Water & Sewer Commission
1059 Washington St.
P. O. Box 608
Shelbyville, KY 40066

RE: Shelbyville Water & Sewer Commission
AI # 3960, APE20110004
PWSID # 1060394-11-004
Permit: I-64 waterline replacement
Shelby County, KY

Dear Mr. Doyle:

We have reviewed the plans and specifications for the above referenced project. The plans include the construction of approximately 450 LF of 18-inch DI and 155 LF of 10-inch DI. This is to advise that plans and specifications for the above referenced project are APPROVED with respect to sanitary features of design, as of this date with the requirements contained in the attached construction permit.

If you have any questions concerning this project, please contact Mr. Hamid Beykzadeh, P.E. at 502-564-8158 x4822.

Sincerely,

A handwritten signature in cursive script that reads "Mark Rasche".

Mark Rasche, P.E.
Supervisor, Engineering Section
Water Infrastructure Branch
Division of Water

MR: HB

Enclosures

C: Kerry P Magan Consulting Engineers, Inc.
Shelby County Health Department
Public Service Commission
Division of Plumbing

Distribution-Water Line Extension
Shelbyville Water & Sewer Commission
Facility Requirements

Activity ID No.: APE20110004

Page 1 of 8

GACT0000000049 (I-64 Widening Water Main Replacement) 450 LF of 18-inch DI and 155 LF of 10-inch DI:

Monitoring Requirements:

Condition No.	Parameter	Condition
M-1	Coliform	The presence or absence of total Coliform monitored by sampling and analysis as needed shall be determined for the new or relocated water line(s). Take samples at connection points to existing lines, at 1 mile intervals, and at dead ends without omitting any branch of the new or relocated water line. Sample bottles shall be clearly identified as "special" construction tests. [401 KAR 8:100 Section 1(7), 401 KAR 8:150 Section 4, Recommended Standards for Water Works 8.5.6] This requirement is applicable during the following months: All Year. Statistical basis: Instantaneous determination.

Submittal/Action Requirements:

Coliform:

Condition No.	Condition
S-1	Coliform For new construction projects, the distribution system, using the most expedient method, shall submit Coliform test results to the Cabinet: Due immediately following disinfection and flushing. [401 KAR 8:150 Section 4(2)]

Condition No.	Condition
S-2	For proposed changes to the approved plan, submit information: Due prior to any modification to the Cabinet for approval. Changes to the approved plan shall not be implemented without the prior written approval of the Cabinet. [401 KAR 8:100 Section 1(8)]
S-3	The person who presented the plans shall submit the professional engineer's certification: Due when construction is complete to the Division of Water. The certification shall be signed by a registered professional engineer and state that the water project has been constructed and tested in accordance with the approved plans, specifications, and requirements. [401 KAR 8:100 Section 1(8)]

Distribution-Water Line Extension
Shelbyville Water & Sewer Commission
Facility Requirements

Activity ID No.: APE20110004

Page 2 of 8

GACT0000000049 (continued):

Narrative Requirements:
Additional Limitations:

Condition No.	Condition
T-1	Additional Limitations: Chlorinated water resulting from disinfection of project components shall be disposed in a manner which will not violate 401 KAR 5:031. [401 KAR 8:020 Section 2(20)]
Condition No.	Condition
T-2	This project has been permitted under the provisions of KRS Chapter 224 and regulations promulgated pursuant thereto. Issuance of this permit does not relieve the applicant from the responsibility of obtaining any other approvals, permits or licenses required by this Cabinet and other state, federal and local agencies. Further, this permit does not address the authority of the permittee to provide service to the area to be served. [401 KAR 8:100 Section 1(7)]
T-3	Unless construction of this project is begun within 2 year from the issuance date of this permit, the permit shall expire. If requested prior to the permit expiration, an official extension from the Division of Water may be granted. If this permit expires, the original plans and specifications may be resubmitted for a new comprehensive review. If you have any questions concerning this project, please contact the Drinking Water Branch at 502/564-3410. [401 KAR 8:100 Section 1(9)]
T-4	Final approval of facility. Upon completion of construction, the person who presented the plans shall certify in writing that the project has been completed in accordance with the "approved" plans and specifications. The public water supply shall operate the facility consistent with the approved plans and specifications. Any proposed change to the approved plan shall be submitted to the cabinet for approval. The public water supply shall not implement any change to the approved plan without the prior written approval of the cabinet. [401 KAR 8:100 Section 401 KAR 8:100(1)(8)]
T-5	During construction, a set of approved plans and specification shall be available at the job site at all times. All work shall be performed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 1(7)(a)]

Distribution-Water Line Extension
Shelbyville Water & Sewer Commission
Facility Requirements

Activity ID No.: APE20110004

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PORT0000000049 (I-64 Widening Water Main Replacement) 450 LF of 18-inch DI and 155 LF of 10-inch DI:

Limitation Requirements:

Condition No.	Parameter	Condition
L-1	Depth	A continuous and uniform bedding shall be provided in the trench for all buried pipe. Backfill material shall be tamped in layers around the pipe and to a sufficient height above the pipe to adequately support and protect the pipe. Stones found in the trench shall be removed for a Depth ≥ 6 in below the bottom of the pipe. [Recommended Standards for Water Works 8.5.2] This requirement is applicable during the following months: All Year. Statistical basis: Not applicable.
L-2	Depth	All water lines shall be covered to a Depth ≥ 30 in to prevent freezing. [Recommended Standards for Water Works 8.5.3, 401 KAR 8:100 Section 1(7)] This requirement is applicable during the following months: All Year. Statistical basis: Minimum.
L-3	Diameter	All new and existing water lines serving fire hydrants or where fire protection is provided shall have Diameter ≥ 6 in. [Recommended Standards for Water Works 8.1.2] This requirement is applicable during the following months: All Year. Statistical basis: Minimum.
L-4	Distance	Water lines shall have a sufficient quantity of valves so that inconvenience and sanitary hazards will be minimized during repairs. A valve spacing Distance ≤ 1.0 mi should be utilized. [Recommended Standards for Water Works 8.2] This requirement is applicable during the following months: All Year. Statistical basis: Not applicable.
L-5	Distance	Hydrant drains shall not be connected to sanitary sewers or storm drains and shall be located a Distance > 10 ft from sanitary sewers and storm drains. [Recommended Standards for Water Works 8.3.4] This requirement is applicable during the following months: All Year. Statistical basis: Not applicable.
L-6	Distance	Except when not practical, water lines shall be laid a horizontal Distance ≥ 10 ft from any existing or proposed sewer. The distance shall be measured edge to edge. In cases where it is not practical to maintain a 10 foot separation, water lines may be installed closer to a sewer provided that the water lines shall be laid in a separate trench or on an undisturbed shelf located on one side of the sewer at such an elevation that the bottom of the water line is at least 18 inches above the top of the sewer. [Recommended Standards for Water Works 8.6.2] This requirement is applicable during the following months: All Year. Statistical basis: Not applicable.

Distribution-Water Line Extension

Shelbyville Water & Sewer Commission
Facility Requirements

Activity ID No.: APE20110004

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PORT0000000049 (continued):

Limitation Requirements:

Condition No.	Parameter	Condition
L-7	Distance	<p>When water lines and sewers cross,</p> <ol style="list-style-type: none"> 1) water lines shall be laid such that either <ol style="list-style-type: none"> a) the top of the water line is a vertical Distance ≥ 18 in below the bottom of the sewer line or b) the bottom of the water line is a vertical Distance ≥ 18 in above the top of the sewer line, 2) 1 full length of the water pipe shall be located so that both joints of the water pipe will be as far from the sewer as possible, and 3) special structural support for the water and sewer pipes may be required. [Recommended Standards for Water Works 8.6.3] This requirement is applicable during the following months: All Year. Statistical basis: Not applicable. <p>The open end of an air relief pipe from automatic valves shall be extended a Distance ≥ 1.0 ft above grade and provided with a screened, downward-facing elbow. The pipe from a manually operated valve shall be extended to the top of the pit. Use of manual air relief valves is recommended wherever possible. [Recommended Standards for Water Works 8.4.2] This requirement is applicable during the following months: All Year. Statistical basis: Not applicable.</p>
L-8	Distance	<p>Pipes shall not be installed unless all points of the distribution system remain designed for ground level Pressure ≥ 20 psi under all conditions of flow. [Recommended Standards for Water Works 8.1.1] This requirement is applicable during the following months: All Year. Statistical basis: Minimum.</p>
L-9	Pressure	<p>Pressure ≥ 30 psi must be available on the discharge side of all meters. [401 KAR 8:100 Section 4(2)] This requirement is applicable during the following months: All Year. Statistical basis: Instantaneous determination.</p>
L-10	Pressure	<p>New or relocated water lines shall be thoroughly disinfected (in accordance with AWWA Standard C651) upon completion of construction and before being placed into service. To disinfect the new or relocated lines use chlorine or chlorine compounds in such amounts as to produce an initial disinfectant concentration of at least 50 ppm and a Residual Disinfection ≥ 25 ppm at the end of 24 hours. Follow the line disinfection with thorough flushing and place the lines into service if, and only if, Coliform monitoring applicable to the line does not show the presence of Coliform.</p> <p>If Coliform is detected, repeat flushing of the line and Coliform monitoring. If Coliform is still detected, repeat disinfection and flushing as if the line has never been disinfected. Continue the described process until monitoring does not show the presence of Coliform. [401 KAR 8:150 Section 4(1), Recommended Standards for Water Works 8.5.6] This requirement is applicable during the following months: All Year. Statistical basis: Minimum.</p>
L-11	Residual Disinfection	

Distribution-Water Line Extension
Shelbyville Water & Sewer Commission
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PORT0000000049 (continued):

Limitation Requirements:

Condition No.	Parameter	Condition
L-12	Velocity	Each blow-off or fire hydrant shall be sized so that Velocity ≥ 2.5 ft/sec can be achieved in the water main served by the blow-off or hydrant during flushing. [Recommended Standards for Water Works 8.1.6.b, 401 KAR 8:100 Section 1(7)] This requirement is applicable during the following months: All Year. Statistical basis: Minimum.

Monitoring Requirements:

Condition No.	Parameter	Condition
M-1	leaks	The presence or absence of leaks monitored by physical testing as needed shall be determined in all types of installed pipe. Pressure testing and leakage testing shall be in accordance with the latest edition of AWWA Standard C600. [Recommended Standards for Water Works 8.5.5] This requirement is applicable during the following months: All Year. Statistical basis: Instantaneous determination.

Narrative Requirements:

Asbestos (Friable):

Condition No.	Condition
T-1	Asbestos (Friable): If the existing water line to be tapped is asbestos concrete, then the contractor shall conform to OSHA regulations governing the handling of hazardous waste during the process of tapping the asbestos concrete line. Pieces of asbestos concrete resulting from the tap shall be double bagged, placed in a rigid container and disposed of in an approved landfill. [401 KAR 8:100 Section 1(7)]

Distribution-Water Line Extension

Shelbyville Water & Sewer Commission
Facility Requirements

Activity ID No.: APE20110004

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PORT0000000049 (continued):

Narrative Requirements: Additional Limitations:

Condition No.	Condition
T-2	<p>Additional Limitations: Water line installation shall be in accordance with AWWA standards or manufacturer recommendations. [Recommended Standards for Water Works 8.5.1]</p>
T-3	<p>Additional Limitations: Pipes, fittings, valves and fire hydrants shall conform to the latest standards issued by the AWWA or NSF (if such standards exist). PVC and PE piping used must be certified to ANSI/NSF Standard 61. [Recommended Standards for Water Works 8.0.1]</p>
T-4	<p>Additional Limitations: At high points in water lines, where air can accumulate, provisions shall be made to remove the air by means of hydrants or air relief valves. Automatic air relief valves shall not be used in situations where manhole or chamber flooding may occur. [Recommended Standards for Water Works 8.4.1]</p>
T-5	<p>Additional Limitations: All tees, bends, plugs and hydrants shall be provided with reaction blocking, tie rods or joints designed to prevent movement. [Recommended Standards for Water Works 8.5.4]</p>
T-6	<p>Additional Limitations: A fire hydrant or blow-off shall be required at the end of each dead end line. [Recommended Standards for Water Works 8.1.6]</p>
T-7	<p>Additional Limitations: For each fire hydrant, auxiliary valves shall be installed in the hydrant lead pipe. [Recommended Standards for Water Works 8.3.3]</p>
T-8	<p>Additional Limitations: No flushing device, blow-off, or air relief valve shall be directly connected to any sewer. Chambers, pits or manholes containing valves, blow-offs, meters, or other such appurtenances shall not be directly connected to any storm drain or sanitary sewer. Such chambers, pits or manholes shall be drained to absorptions pits underground or to the surface of the ground where they are not subject to flooding by surface water. [Recommended Standards for Water Works 8.1.6, Recommended Standards for Water Works 8.4.3]</p>
T-9	<p>Additional Limitations: If water lines are installed or replaced in areas of organic contamination or in areas within 200 ft of underground or petroleum storage tanks, ductile iron or other nonpermeable materials shall be used in all portions of the water line installation or replacement. [401 KAR 8:100 Section 1(5)(d)6, Recommended Standards for Water Works 8.0.2]</p>

Distribution-Water Line Extension
Shelbyville Water & Sewer Commission
Facility Requirements

Activity ID No.: APE20110004

PORT0000000049 (continued):

Narrative Requirements:
Additional Limitations:

Condition No.	Condition
T-10	Additional Limitations: No water pipe shall pass through or come in contact with any part of a sewer manhole. [Recommended Standards for Water Works 8.6.6]
T-11	Additional Limitations: If a fire sprinkler system is to be installed, a double check detector assembly approved for backflow prevention shall be utilized. The double check detector assembly of the system shall be accessible for testing. [401 KAR 8:100 Section 1(7)]
T-12	Additional Limitations: If water lines cross a stream or wetland, the provisions in the attached Water Quality Certification shall apply. If you have any questions please contact the Water Quality Certification Supervisor of the Water Quality Branch at (502) 564-2225. [401 KAR 8:100 Section 1(7)]

Subfluvial Pipe Crossings:

Condition No.	Condition
T-13	Subfluvial Pipe Crossings: For subfluvial pipe crossings, a floodplain construction permit will not be required pursuant to KRS 151.250 if the following requirements of 401 KAR 4:050 Section 2 are met. 1) No material may be placed in the stream or in the flood plain of the stream to form construction pads, coffer dams, access roads, etc. during construction of pipe crossings. 2) Crossing trenches shall be backfilled as closely as possible to the original contour. 3) All excess material resulting from construction displacement in a crossing trench shall be disposed of outside the flood plain. 4) For erodible channels, there shall be at least 30 inches of backfill on top of all pipe or conduit points in the crossing. 5) For nonerodible channels, pipes or conduits in the crossing shall be encased on all sides by at least 6 inches of concrete with all pipe or conduit points in the crossing at least 6 inches below the original contour of the channel. [401 KAR 8:100 Section 1(7)]

Distribution-Water Line Extension
Shelbyville Water & Sewer Commission
Facility Requirements

Activity ID No.: APE20110004

PORT0000000049 (continued):

Narrative Requirements:
Subfluvial Pipe Crossings:

Condition No.	Condition
T-14	<p>Subfluvial Pipe Crossings:</p> <p>For subfluvial pipe crossings greater than 15 feet in width,</p> <ol style="list-style-type: none">1) the pipe shall be of special construction, having flexible, restrained, or welded watertight joints, and2) valves shall be provided at both ends of water crossings so that the section can be isolated for testing or repair. <p>Valves shall</p> <ol style="list-style-type: none">a) be easily accessible,b) not be subject to flooding, andc) if closest to the supply source, be in a manhole with permanent taps made on each side of the valve to allow insertion of a small meter to determine leakage and for sampling purposes. [Recommended Standards for Water Works 8.7.2]

SHELBYVILLE MUNICIPAL WATER
AND SEWER COMMISSION
PO Box 608
Shelbyville, KY 40066

PREQUALIFIED CONTRACTORS (February 27, 2012)
Water Main Installation: Size 4" through 18"

Advanced Paving & Construction Co.
Ms. Sylvia Gilezan
PO Box 125
Eastwood, KY 40018
502.245-8935
advancedpaving@aol.com

C & W Construction, Inc.
Mr. Bo Crouch
2130 Spencer Ct.
LaGrange, KY 40031—6742
502.376-2339
cwconstruct2130@yahoo.com

C Squared, Inc.
Mr. Chris Eichberger
7321 St. Andrews Church Road
Louisville, KY 40214
502.363-0069
Chris@csquaredinc.com

Charles DeWeese Construction, Inc.
Ms. Anna Gregory
765 Industrial By Pass N
Franklin, KY 42134
270.586-9122
anna@charlesdeweeseconstruction.com

Cleary Construction, Inc.
Ms. Terri Witty
2006 Edmonton Road
Tompkinsville, KY 42167
270.586-6349
cleary9@scrtc.com

PREQUALIFIED CONTRACTORS (February 27, 2012)
(Continued)

Cornell Harbison Excavating, Inc.
Mr. Roger Harbison
2014 Edwardsville Galena Rd.
Georgetown, IN 47122
812.923-1282
rcharbison@insightbb.com

Culver & Associates, Inc.
Mr. Steve Culver
7212 Ridge Creek Road
Louisville, KY 40291
502.491-0494
sculver@insightbb.com

Early Construction Services, Inc.
Mr. David Haupt
PO Box 1603
Shelbyville, KY 40066
502.437-5142
earlyconst@gmail.com

E-Z Construction Company, Inc.
Mr. Timothy Dues
7420 Distribution Drive
Louisville, KY 40258
502.937-6855
timdues@ezconst.com

Filcon Construction, LLC
Mr. Tim Filiatreau
915 Deatsville Rd.
Cox's Creek, KY 40013
502.349-3222
filcon@bardstown.com

Flynn Brothers Contracting, Inc.
Mr. Daniel Mattingly
PO Box 32065
Louisville, KY 40232
502.364-9100
dmattingly@flynnbrothers.com

PREQUALIFIED CONTRACTORS (February 27, 2012)
(Continued)

Hall Contracting of Kentucky, Inc.
Mr. Richard Schutt
3800 Crittenden Drive
Louisville, KY 40209
502.367-6151
rshutt@hallky.com

Kelsey Construction, LLC
Mr. Goebel Newsome
212 Cedar Grove Road
Shepherdsville, KY 40165
502.955-1410
gobel@kelseyconstruct.com
Larry Clark Construction, Inc.
Mr. Larry Clark
5427 Bardstown Road Suite 2
Louisville, KY 40291
502.239-8400
LCC5427@yahoo.com

Larry W. Doyle & Associates, LLC
Larry W. Doyle
PO Box 422
Buckner, KY 40010
502.222-5394
lwdoyle@iglou.com

Louisville Paving Company, Inc.
Mr. Doug Wood
1801 Payne Street
Louisville, KY 40206
502.583-1726
dougw@loupaving.com

MAC Construction & Excavating Inc.
Mr. Rusty Crosier
1908 Unruh Ct., PO Box 6787
New Albany, IN 47151-6787
812.941-7895
rustyc@macconstruction.com

PREQUALIFIED CONTRACTORS (February 27, 2012)
(Continued)

Midwest Mole
2460 North Graham Avenue
Indianapolis, IN 46218
(317) 545-1335
info@midwestmole.com

PACE Contracting LLC
Mr. Thomas Wood
200 Willinger Lane
Jeffersonville, IN 47130
812.283-5784
pacecontractingllc@sbcglobal.net

RAM Engineering and Construction, Inc.
Mr. Richard Chilton
3208 Woodland Avenue, PO Box 11549
Louisville, KY 40251
502.778-6484
richard.chilton@chilongroup.com

Reynolds, Inc.
Mr. Mike Green
4520 North State Rd 37
Orleans, IN 47452
812.865-3232
mgreen@reynoldsinc.com

Smith Contractors, Inc.
Ms. Vandra Guffey
PO Box 480
Lawrenceburg, KY
502.839-4196
vg@sci89.com

Southern Pipeline Construction Co.
Mr. Stephen Mullins
1272 Old Fern Valley Road
Louisville, KY 40219
502.966-5195
soupipe2@bellsouth.net

PREQUALIFIED CONTRACTORS (February 27, 2012)
(Continued)

T & C Contracting, Inc.
Mr. Scott Thornberry
PO Box 72398
Louisville, KY 40272
502.937-3433
scott@tccont.com

Team Contracting, LLC
Mr. Melvin C. Lemons
PO Box 237
Memphis, IN 47143-0237
812.294-1258
mcrabtree@teamcontracting.com

WHF Inc.
Ms. Wendy Bush
7440 Rineyville Road
Rineyville, KY 40162
270.739-0002
wloubush@aol.com

KENTUCKY TRANSPORTATION CABINET
COMMUNICATING ALL PROMISES (CAP)

SHELBY COUNTY

5-65.30 & 5-65.31

(NO CAPS INVOLVED IN PROJECT)

May 8, 2012

N O T I C E

**DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
NATIONWIDE PERMIT AUTHORIZATION
KENTUCKY DIVISION OF WATER 401 WQC**

PROJECT: Shelby County, Item No. 5-65.3

The Section 404 activities for this project have been previously permitted under the authority of the Department of the Army Nationwide Permit No. 14 "Linear Transportation Crossings" and the Kentucky Division of Water as the project impacts are BELOW NOTIFICATION THRESHOLDS. Specifically all stream/wetland impacts are below 300', less than 0.10 acres and no special aquatic sites will be impacted.

In order for this authorization to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Approval in a conspicuous location at the project site for the duration of construction and comply with the general conditions as required.

To more readily expedite construction, the contractor may elect to alter the design or perform the work in a manner different from what was originally proposed and specified. Prior to commencing such alternative work, the contractor shall obtain **written** permission from the Division of Construction and the Division of Environmental Analysis. If such changes necessitate further permitting then the contractor will be responsible for applying to the Army Corps of Engineers and the Kentucky Division of Water (KDOW). A copy of any request to the Corps of Engineers or the KDOW to alter this proposal and subsequent responses shall be forwarded to the Division of Environmental Analysis, DA Permit Coordinator, for office records and for informational purposes.



STEVEN L. BESHEAR
GOVERNOR

LEONARD K. PETERS
SECRETARY

ENERGY AND ENVIRONMENTAL PROTECTION CABINET

DEPARTMENT FOR ENVIRONMENTAL PROTECTION

DIVISION OF WATER

200 FAIR OAKS LANE

FRANKFORT, KENTUCKY 40601

www.kentucky.gov

**General Certification--Nationwide Permit # 14
Linear Transportation Projects**

This General Certification is issued March 19, 2012, in conformity with the requirements of Section 401 of the Clean Water Act of 1977, as amended (33 U.S.C. §1341), as well as Kentucky Statute KRS 224.16-050.

For this and all nationwide permits, the definition of surface water is as per 401 KAR 10:001 Chapter 10, Section 1(80): Surface Waters means those waters having well-defined banks and beds, either constantly or intermittently flowing; lakes and impounded waters; marshes and wetlands; and any subterranean waters flowing in well-defined channels and having a demonstrable hydrologic connection with the surface. Lagoons used for waste treatment and effluent ditches that are situated on property owned, leased, or under valid easement by a permitted discharger are not considered to be surface waters of the commonwealth.

Agricultural operations, as defined by KRS 224.71-100(1) conducting activities pursuant to KRS 224.71-100 (3), (4), (5), (6), or 10 are deemed to have certification if they are implementing an Agriculture Water Quality Plan pursuant to KRS 224.71-145.

For all other operations, the Commonwealth of Kentucky hereby certifies under Section 401 of the Clean Water Act (CWA) that it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 304, 306 and 307 of the CWA, will not be violated for the activity covered under NATIONWIDE PERMIT 14, namely Linear Transportation Projects, provided that the following conditions are met:

1. The activity will not occur within surface waters of the Commonwealth identified by the Kentucky Division of Water as Outstanding State or National Resource Water, Cold Water Aquatic Habitat, or Exceptional Waters.
2. The activity will not occur within surface waters of the Commonwealth identified as perpetually-protected (e.g. deed restriction, conservation easement) mitigation sites.
3. The activity will impact less than 1/2 acre of wetland/marsh.
4. The activity will impact less than 300 linear feet of surface waters of the Commonwealth. Stream realignment greater than 100 feet is not covered under this general water quality certification.

**General Certification--Nationwide Permit # 14
Linear Transportation Projects
Page 2**

5. For a single and complete linear transportation project, the cumulative length of impacts less than 300 linear feet of surface waters within each Hydrologic Unit Code (HUC) 14 watershed will not exceed 500 linear feet.
6. Stream impacts covered under this General Water Quality Certification and undertaken by those persons defined as an agricultural operation under the Agricultural Water Quality Act must be completed in compliance with the Kentucky Agricultural Water Quality Plan (KWQP).
7. The Kentucky Division of Water may require submission of a formal application for an individual certification for any project if the project has been determined to likely have a significant adverse effect upon water quality or degrade the waters of the Commonwealth so that existing uses of the water body or downstream waters are precluded.
8. Activities that do not meet the conditions of this General Water Quality Certification require an Individual Section 401 Water Quality Certification.
9. Activities qualifying for coverage under this General Water Quality Certification are subject to the following conditions:
 - Erosion and sedimentation pollution control plans and Best Management Practices must be designed, installed, and maintained in effective operating condition at all times during construction activities so that violations of state water quality standards do not occur (401 KAR 10:031 Section 2 and KRS 224.70-100).
 - Sediment and erosion control measures, such as check-dams constructed of any material, silt fencing, hay bales, etc., shall not be placed within surface waters of the Commonwealth, either temporarily or permanently, without prior approval by the Kentucky Division of Water's Water Quality Certification Section. If placement of sediment and erosion control measures in surface waters is unavoidable, design and placement of temporary erosion control measures shall not be conducted in such a manner that may result in instability of streams that are adjacent to, upstream, or downstream of the structures. All sediment and erosion control devices shall be removed and the natural grade restored within the completion timeline of the activities.
 - Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
 - Removal of riparian vegetation in the utility line right-of-way shall be limited to that necessary for equipment access.
 - To the maximum extent practicable, all in-stream work under this certification shall be performed under low-flow conditions.

General Certification--Nationwide Permit # 14
Linear Transportation Projects
Page 2

- Heavy equipment, e.g. bulldozers, backhoes, draglines, etc., if required for this project, should not be used or operated within the stream channel. In those instances in which such in-stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize turbidity and disturbance to substrates and bank or riparian vegetation.
- Any fill shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If rip-rap is utilized, it should be of such weight and size that bank stress or slump conditions will not be created because of its placement.
- If there are water supply intakes located downstream that may be affected by increased turbidity and suspended solids, the permittee shall notify the operator when such work will be done.
- Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the KDOW shall be notified immediately by calling (800) 928-2380.

Non-compliance with the conditions of this general certification or violation of Kentucky state water quality standards may result in civil penalties.

KENTUCKY REGIONAL GENERAL CONDITIONS

These regional conditions are in addition to, but do not supersede, the requirements in the Federal Register (Volume 77 No. 34 of February 21, 2012)

Notifications for all Nationwide Permits (NWP) shall be in accordance with General Condition No. 31.

1. For activities that would result in a loss of Outstanding State or National Resource Waters (OSNRWs), Exceptional Waters (EWs), Coldwater Aquatic Habitat Waters (CAHs) and waters with Designated Critical Habitat (DCH) under the Endangered Species Act for the NWP listed below, a Pre-Construction Notification (PCN) will be required to the Corps. The Corps will coordinate with the appropriate resource agencies (see attached list) on these NWP for impacts to these waters.

NWP 3 (Maintenance)

NWP 7 (Outfall Structures and Associated Intake Structures)

NWP 12 (Utility Line Activities)

NWP 14 (Linear Transportation Projects)

NWP 29 (Residential Developments)

NWP 39 (Commercial and Institutional Developments)

NWP 40 (Agricultural Activities)

NWP 41 (Reshaping Existing Drainage Ditches)

NWP 42 (Recreational Facilities)

NWP 43 (Stormwater Management Facilities)

NWP 44 (Mining Activities)

NWP 51 (Land-Based Renewable Energy Generation Facilities)

NWP 52 (Water-Based Renewable Energy Generation Pilot Projects)

2. In addition to the notification and agency coordination requirements in the NWP, for impacts greater than 0.25 acres in all "waters of the U.S." for the NWP listed below, a PCN will be required to the Corps. The Corps will coordinate with the appropriate resource agencies (see attached list) on these NWP:

NWP 3 (Maintenance)

NWP 7 (Outfall Structures and Associated Intake Structures)

NWP 12 (Utility Line Activities)

NWP 14 (Linear Transportation Projects)

NWP 29 (Residential Developments)

NWP 39 (Commercial and Institutional Developments)

NWP 40 (Agricultural Activities)

NWP 41 (Reshaping Existing Drainage Ditches)

NWP 42 (Recreational Facilities)

NWP 43 (Stormwater Management Facilities)

NWP 44 (Mining Activities)

NWP 51 (Land-Based Renewable Energy Generation Facilities)

NWP 52 (Water-Based Renewable Energy Generation Pilot Projects)

3. For activities in all "waters of the U.S." for the NWP's listed below, a PCN will be required to the Corps. The Corps will coordinate with the appropriate resource agencies (see attached list) on these NWP's:

NWP 21 (Surface Coal Mining Activities)

NWP 27 (Aquatic Habitat Restoration, Establishment & Enhancement Activities)

NWP 49 (Coal Remining Activities)

NWP 50 (Underground Coal Mining Activities)

4. Nationwide Permit No. 14 – Linear Transportation Projects.

(a) Activities in Section 10 navigable waters will require a PCN to the Corps.

(b) New public road alignments or realignments are limited to a permanent loss of 500 linear feet of intermittent or perennial stream length at each crossing. Public road crossings with permanent losses greater than 500 linear feet of intermittent or perennial stream associated with new alignments or realignments will be evaluated as an individual permit i.e., a Letter of Permission or as a Standard Individual Permit.

(c) All linear transportation project crossings resulting in the permanent loss of greater than 300 linear feet of intermittent or perennial stream will require mitigation to compensate for impacts to the "waters of the U.S." The permanent loss of "waters of the U.S." includes the linear feet of water that is permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity and not restored to pre-construction contours and elevations after construction. In addition to the notification requirements contained in NWP 14, the permittee must submit a PCN to the district engineer prior to commencing the activity for the permanent loss of greater than 300 feet of intermittent and perennial stream of all "waters of the U.S.". (See General Condition 31 and the definition of "loss of waters of the United States" in the Nationwide Permits for further information.)

Further information:

Outstanding State or National Resource Water (OSNRWs), Exceptional Waters (EWs), and Coldwater Aquatic Habitat Waters (CAHs) are waters designated by the Commonwealth of Kentucky, Natural Resources and Environmental Protection Cabinet. The list can be found at the following link: <http://eppcapp.ky.gov/spwaters/>

Designated Critical Habitat (DCH) under the Endangered Species Act is determined within the Commonwealth of Kentucky by the U.S. Fish and Wildlife Service. The current list of Kentucky's Threatened, Endangered, and Federal Candidate Species can be found at the following link: <http://www.fws.gov/frankfort/EndangeredSpecies.html>

Information on Pre-Construction Notification (PCN) can be found at NWP General Condition No. 31 (Federal Register, Volume 77, No. 34, Tuesday, February 21, 2012, pp 10286-10288).

Mitigation includes activities that avoid, minimize, and compensate for impacts.

COORDINATING RESOURCE AGENCIES

Chief, Wetlands Regulatory Section
U.S. Environmental Protection Agency
Region IV

Atlanta Federal Center
61 Forsyth Street, SW
Atlanta, Georgia 30303

Supervisor
U.S. Fish & Wildlife Service
JC Watts Federal Building, Room 265
330 West Broadway

Frankfort, Kentucky 40601
Supervisor
401 Water Quality Certification

Kentucky Division of Water
200 Fair Oaks Lane, 4th Floor
Frankfort, Kentucky 40601

Commissioner
Department of Fish and Wildlife Resources
#1 Game Farm Road

Frankfort, Kentucky 40601
Executive Director and State Historic Preservation Officer
Kentucky Heritage Council
300 Washington Street
Frankfort, Kentucky 40601

**ADDITIONAL COORDINATING RESOURCE AGENCY
FOR NWPS 21, 49, AND 50**

Kentucky Department of Natural Resources
Division of Mine Permits
#2 Hudson Hollow
Frankfort, Kentucky 40601



US Army Corps of Engineers

Nationwide Permit No. 14, Linear Transportation Projects

Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States.

- a. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States.
- b. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.
- c. This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.
- d. This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 31.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Valid from March 19, 2012 through March 18, 2017

Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR §§ 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR § 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car

bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River

designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must

still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP's 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWP's 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWP's only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist

of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with

any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWP does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

- (a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
- (c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed project;
- (3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative

description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWP and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments.

The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWP, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. For a linear project, this determination will include an evaluation of the individual crossings to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to intermittent or ephemeral streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51 or 52, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in minimal adverse effects. When making minimal effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

3. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (a) that the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (c) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period, with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

E. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.

GUARDRAIL DELIVERY VERIFICATION SHEET

CONTRACT ID _____

DESCRIPTION	UNIT	QUANTITIES	
		FIELD VERIFIED	DELIVERED
GUARDRAIL STEEL W BEAM	LF		
GUARDRAIL STEEL THRIE BEAM	LF		
GUARDRAIL THRIE BEAM-W BEAM CONNECTOR	EA		
GUARDRAIL TERMINAL SECTION No. 1	EA		
GUARDRAIL TERMINAL SECTION No. 2	EA		
GUARDRAIL TERMINAL SECTION No. 3	EA		
GUARDRAIL THRIE BEAM TERMINAL SECTION	EA		
CRASH CUSHION TYPE VI	EA		
CRASH CUSHION TYPE VII	EA		
CRASH CUSHION TYPE IX/IX-A	EA		
GUARDRAIL END TREATMENT TYPE 1	EA		
GUARDRAIL END TREATMENT TYPE 2A	EA		
GUARDRAIL END TREATMENT TYPE 3	EA		
GUARDRAIL END TREATMENT TYPE 4A	EA		
GUARDRAIL END TREATMENT TYPE 7	EA		
GUARDRAIL CONNECTOR TO BRIDGE END TYPE A/A-1	EA		
GUARDRAIL CONNECTOR TO BRIDGE END TYPE E/E-1	EA		
GUARDRAIL CONNECTOR TO BRIDGE END TYPE C	EA		
GUARDRAIL CONNECTOR TO BRIDGE END TYPE D	EA		
GUARDRAIL CONNECTOR TO CONC MED PIER	EA		
GUARDRAIL CONNECTOR TO CONC SHLDR PIER	EA		
GUARDRAIL POSTS-STEEL	EA		
GUARDRAIL OFFSET BLOCK TYPE 4	EA		
GUARDRAIL OFFSET BLOCK STEEL	EA		
GUARDRAIL OFFSET BLOCK THRIE BEAM	EA		
GUARDRAIL BACK-UP PLATE W BEAM	EA		
GUARDRAIL BACK-UP PLATE THRIE BEAM	EA		
GUARDRAIL NUTS, BOLTS, & WASHERS	BAG		

NOTES:

1. Dispose of concrete foundations and timber posts off the Right-of-Way at sites obtained by the Contractor at no additional cost to the Department.

2. Salvage and deliver removed guardrail system components, other than concrete foundations and timber posts, according to Section 719.03.07.

3. Prior to removing the materials from the project site, obtain the Contractor's and Engineer's representative's signatures.

4. Upon delivery, obtain the Bailey Bridge Lot's representative's signature and submit this completed form to the Engineer.

5. The Department will not measure removed guardrail components for payment without completed delivery verification sheet(s).

	PRINTED NAME	SIGNATURE	DATE
RESIDENT ENGINEER'S REPRESENTATIVE	_____	_____	_____
CONTRACTOR'S REPRESENTATIVE	_____	_____	_____
BAILEY BRIDGE LOT'S REPRESENTATIVE	_____	_____	_____

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2012* and *Standard Drawings, Edition of 2012 with the 2012 Revision*.

SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

This Special Note will apply when indicated on the plans or in the proposal.

1.0 DESCRIPTION. Furnish, install, operate, and maintain variable message signs at the locations shown on the plans or designated by the Engineer. Remove and retain possession of variable message signs when they are no longer needed on the project.

2.0 MATERIALS.

2.1 General. Use LED Variable Message Signs Class I, II, or III, as appropriate, from the Department's List of Approved Materials.

Unclassified signs may be submitted for approval by the Engineer. The Engineer may require a daytime and nighttime demonstration. The Engineer will make a final decision within 30 days after all required information is received.

2.2 Sign and Controls. All signs must:

- 1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- 2) Provide at least 40 preprogrammed messages available for use at any time. Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
 - a) Keyboard or keypad.
 - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
 - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
 - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.

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- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.
- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

/KEEP/RIGHT/⇒⇒⇒/	/MIN/SPEED/**MPH/
/KEEP/LEFT/⇐⇐⇐/	/ICY/BRIDGE/AHEAD/ /ONE
/LOOSE/GRAVEL/AHEAD/	LANE/BRIDGE/AHEAD/
/RD WORK/NEXT/**MILES/	/ROUGH/ROAD/AHEAD/
/TWO WAY/TRAFFIC/AHEAD/	/MERGING/TRAFFIC/AHEAD/
/PAINT/CREW/AHEAD/	/NEXT/***/MILES/
/REDUCE/SPEED/**MPH/	/HEAVY/TRAFFIC/AHEAD/
/BRIDGE/WORK/***() FT/	/SPEED/LIMIT/**MPH/
/MAX/SPEED/**MPH/	/BUMP/AHEAD/
/SURVEY/PARTY/AHEAD/	/TWO/WAY/TRAFFIC/

*Insert numerals as directed by the Engineer.

Add other messages during the project when required by the Engineer.

2.3 Power.

- 1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.

3.0 CONSTRUCTION. Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

Maintain the sign in proper working order, including repair of any damage done by others, until completion of the project. When the sign becomes inoperative, immediately repair or replace the sign. Repetitive problems with the same unit will be cause for rejection and replacement.

Use only project related messages and messages directed by the Engineer, unnecessary messages lessen the impact of the sign. Ensure the message is displayed in either one or 2 phases with each phase having no more than 3 lines of text. When no message is needed, but it is necessary to know if the sign is operable, flash only a pixel.

When the sign is not needed, move it outside the clear zone or where the Engineer directs. Variable Message Signs are the property of the Contractor and shall be removed from the project when no longer needed. The Department will not assume ownership of these signs.

4.0 MEASUREMENT. The final quantity of Variable Message Sign will be

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the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

5.0 PAYMENT. The Department will pay for the Variable Message Signs at the unit price each. The Department will not pay for signs replaced due to damage or rejection. Payment is full compensation for furnishing all materials, labor, equipment, and service necessary to, operate, move, repair, and maintain or replace the variable message signs. The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02671	Portable Changeable Message Sign	Each

Effective June 15, 2012

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**SPECIAL NOTE FOR BORING JACKING STEEL PIPE
WITHOUT CARRIER PIPE**

This Special Note will apply where indicated on the plans or in the proposal. Section references herein are to the Department’s 2012 Standard Specifications for Road and Bridge Construction.

1.0 DESCRIPTION. Bore and jack steel pipe. Use this note when no carrier pipe will be encased.

2.0 MATERIALS.

2.1 Pipe. Provide plain end steel pipe with a specific minimum yield strength, SMYS, of at least 35,000 psi and tensile strength of 60,000 psi per API-5L grade B material. The steel pipe supplied shall be manufactured by the seamless, electric-weld, submerged-arc weld or gas metal-arc well process as specified in API –5L. Certification of 35,000 psi SMYS shall be furnished by the supplier through the Contractor to the Engineer to retain 3 copies.

MINIMUM WALL THICKNESS FOR STEEL PIPE	
Nominal Diameter (Inches)	Wall Thickness (Inches)
18 or less	0.375
24	0.500
30	0.500
36	0.532
42	0.625

2.2 Grout. Conform to Subsection 601.03.03.

2.3 High Grade Bentonite. Conform to the following:

API 13A Section 4		
Requirement	Specification	Result
Viscometer Dial Reading at 600 rpm	30, minimum	40
Yield Point/Plastic Viscosity Ratio	3, maximum	3.00 maximum
Filtrate Volume	15 cm3, maximum	14.50 maximum
Residue greater than 75 micrometers	4.0 wt percent maximum	1.0-1.5 %
Moisture	10.0 wt percent maximum	9.0-9.5%

3.0 CONSTRUCTION. Perform the following:

1. Locate a suitable pit and obtain the Engineer’s approval.
2. Excavate the pit or trenches for the BORE AND JACK operation and for placing the end joints of pipe, when required. Securely sheet and brace the pits or trenches to prevent caving, where necessary.

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3. When installing pipe under railroads, highways, streets, or other facilities by Bore and Jack, perform construction without interfering with the facility operation or weakening the roadbed or structure.
4. Place excavated material near the top of the working pit and dispose of it as required. Use water or other fluids with the boring operation to lubricate the cuttings. Do not perform jetting.
5. In unconsolidated soil formations, use a gel-forming colloidal drilling fluid with at least 10 percent of high grade bentonite to consolidate excavated material, seal the walls of the hole, and lubricate subsequent removal of material and immediate pipe installation.
6. Ensure that the diameter of the excavation conforms to the outside diameter of the pipe as closely as possible.
7. Pressure grout voids that develop during the installation operation and that the Engineer determines are detrimental to the Work.
8. To force the pipe through the roadbed into the bored space, use a jack with a head constructed to apply uniform pressure around the ring of the pipe, which shall be square cut.
9. Set the pipe to be jacked on guides, braced together to properly support the pipe section and to direct it to the proper line and grade.
10. When the installation is made by concurrent boring and jacking, solidly weld all joints. Ensure the weld is strong enough to withstand the forces exerted from the boring and jacking operations as well as the vertical loading imposed on the pipe after installation and that it provides a smooth, non-obstructing joint in the interior of the pipe.
11. When the pipe is installed in open trench, bed and backfill according to Section 701.
12. The line and grade from the pipe's final position, as shown on plans, may vary no more than 2 percent in lateral alignment and one percent in vertical grade. Ensure that the final grade of the flow line is in the direction indicated on the Plans.
13. Use a cutting edge around the head end. Extend it a short distance beyond the pipe end with inside angles or lugs to keep the cutting edge from slipping back into the pipe.
14. Once the pipe installation begins, proceed with the operation without interruption to prevent the pipe from becoming firmly set in the embankment.
15. Remove and replace pipe damaged in jacking operations.
16. After completing the installation, backfill the excavated pits and trenches with flowable fill according to Section 601.03.03 B) 5 a) if the pit is in median area where it will have pavement over it.

4.0 MEASUREMENT. The Department will measure the completed length of Bore and Jacked pipe through the flowline from end to end in linear feet. The Department will not measure pressure grouting voids or removal and replacement of pipe damaged in jacking operations for payment and will consider it incidental to Bore and Jack. When abandoning a bore hole due to mechanical malfunction, improper alignment, or other problems due to construction operations, the Department will not measure the backfill and relocation for payment and will consider it incidental to this item of work. When abandoning a bore hole due to an unforeseen physical obstruction or situation, the Department will measure the work according to a negotiated supplemental agreement.

5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

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<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
----	Bore and Jack, Size Pipe	Linear Foot

The Department will consider payment as full compensation for all materials, earthwork, shoring, pipe and work required under this section.

June 15, 2012

SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES

This Special Provision will apply when indicated on the plans or in the proposal. Section references herein are to the Department's 2012 Standard Specifications for Road and Bridge Construction.

1.0 DESCRIPTION. Construct a soil, granular, or rock embankment with granular or cohesive pile core and place structure granular backfill, as the Plans require. Construct the embankment according to the requirements of this Special Provision, the Plans, Standard Drawing RGX 100 and 105, and the 2012 Standard Specifications.

2.0 MATERIALS.

2.1 Granular Embankment. Conform to Subsection 805.10. When Granular Embankment materials are erodible or unstable according to Subsection 805.03.04, use the Special Construction Methods found in 3.2 of the Special Provision.

2.2 Rock Embankment. Provide durable rock from roadway excavation that consists principally of Unweathered Limestone, Durable Shale (SDI equal to or greater than 95 according to KM 64-513), or Durable Sandstone.

2.3 Granular Pile Core. Select a gradation of durable rock to facilitate pile driving that conforms to Subsection 805.11. If granular pile core material hinders pile driving operations, take appropriate means necessary to reach the required pile tip elevation, at no expense to the Department.

2.4 Cohesive Pile Core. Conform to Section 206 of the Standard Specifications and use soil with at least 50 percent passing a No. 4 sieve having a minimum Plasticity Index (PI) of 10. In addition, keep the cohesive pile core free of boulders, larger than 6 inches in any dimension, or any other obstructions, which would interfere with drilling operations. If cohesive pile core material interferes with drilling operations, take appropriate means necessary to maintain excavation stability, at no expense to the Department.

2.5 Structure Granular Backfill. Conform to Subsection 805.11

2.6 Geotextile Fabric. Conform to Type I or Type IV in Section 214 and 843 as required in the plans.

3.0 CONSTRUCTION.

3.1 General. Construct roadway embankments at end bents according to Section 206 and in accordance with the Special Provision, the Plans, and Standard Drawings for the full embankment section. In some instances, granular or rock embankment will be required for embankment construction for stability purposes, but this special provision does not prevent the use of soil when appropriate. Refer to the plans for specific details regarding material requirements for embankment construction.

Place and compact granular or cohesive pile core, soil, granular or rock embankment, and structure granular backfill according to the applicable density requirements for the project. When constructing granular or rock embankments, use granular pile core for driven pile foundations and use cohesive pile core for pre-drilled pile or drilled shaft foundations. Place geotextile fabric, Type IV between cohesive pile core and structure

granular backfill and granular or rock embankment.

When granular or rock embankment is required for embankment construction, conform to the general requirements of Subsection 206.03.02 B). In addition, place the material in no greater than 2-foot lifts and compact with a vibrating smooth wheel roller capable of producing a minimum centrifugal force of 15 tons. Apply these requirements to the full width of the embankment for a distance of half the embankment height or 50 feet, whichever is greater, as shown on Standard Drawing RGX-105.

When using granular pile core, install 8-inch perforated underdrain pipe at or near the elevation of the original ground in the approximate locations depicted on the standard drawing, and as the Engineer directs, to ensure positive drainage of the embankment. Wrap the perforated pipe with a fabric of a type recommended by the pipe manufacturer.

After constructing the embankment, excavate for the end bent cap, drive piling or install shafts, place the mortar bed, construct the end bent, and complete the embankment to finish grade according to the construction sequence shown on the Plans or Standard Drawings and as specified hereinafter.

Certain projects may require widening of existing embankments and the removal of substructures. Construct embankment according to the plans. Substructure removal shall be completed according to the plans and Section 203. Excavation may be required at the existing embankment in order to place the structure granular backfill as shown in the Standard Drawings.

After piles are driven or shafts installed (see design drawings), slope the bottom of the excavation towards the ends of the trench as noted on the plans for drainage. Using a separate pour, place concrete mortar, or any class concrete, to provide a base for forming and placing the cap. Place side forms for the end bent after the mortar has set sufficiently to support workmen and forms without being disturbed.

Install 4-inch perforated pipe in accordance with the plans and Standard Drawings. In the event slope protection extends above the elevation of the perforated pipe, extend the pipe through the slope protection.

After placing the end bent cap and removing adjacent forms, fill the excavation with structure granular backfill material to the level of the berm prior to placing beams for the bridge. For soil embankments, place Type IV geotextile fabric between embankment material and structure granular backfill. After completing the end bent backwall, or after completing the span end wall, place the structure granular backfill to subgrade elevation. If the original excavation is enlarged, fill the entire volume with compacted structure granular backfill at no expense to the Department. Do not place backfill before removing adjacent form work. Place structure granular backfill material in trench ditches at the ends of the excavation. Place Geotextile Fabric, Type IV over the surface of structure granular backfill prior to placing aggregate base course.

Tamp the backfill with hand tampers, pneumatic tampers, or other means the Engineer approves. Thoroughly compact the backfill under the overhanging portions of the structure to ensure that the backfill is in intimate contact with the sides of the structure.

Do not apply seeding, sodding, or other vegetation to the exposed granular embankment.

3.2 Special Construction Methods. Erodible or unstable materials may erode even when protected by riprap or channel lining; use the special construction method described below when using these materials.

Use fine aggregates or friable sandstone granular embankment at "dry land" structures only. Do not use them at stream crossings or locations subject to flood waters.

For erodible or unstable materials having 50 percent or more passing the No. 4 sieve, protect with geotextile fabric. Extend the fabric from the original ground to the top of slope over the entire area of the embankment slopes on each side of, and in front of, the

end bent. Cover the fabric with at least 12 inches of non-erodible material.

For erodible or unstable materials having less than 50 percent passing a No. 4 sieve, cover with at least 12 inches of non-erodible material.

Where erodible or unstable granular embankment will be protected by riprap or channel lining, place geotextile fabric between the embankment and the specified slope protection.

4.0 MEASUREMENT.

4.1 Granular Embankment. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure for payment any Granular Embankment that is not called for in the plans.

The Department will not measure for payment any special construction caused by using erodible or unstable materials and will consider it incidental to the Granular Embankment regardless of whether the erodible or unstable material was specified or permitted.

4.2 Rock Embankment. The Department will not measure for payment any rock embankment and will consider it incidental to roadway excavation or embankment in place, as applicable. Rock embankments will be constructed using granular embankment on projects where there is no available rock present within the excavation limits of the project.

4.3 Granular Pile Core. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure for payment furnishing and placing 8-inch perforated underdrain pipe and will consider it incidental to the Granular pile core. The Department will not measure for payment any granular pile core that is necessary because the contractor elects to use granular or rock embankment when it is not specified in the plans.

4.4 Cohesive Pile Core. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204.

4.5 Structure Granular Backfill. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure any additional material required for backfill outside the limits shown on the Plans and Standard Drawings for payment and will consider it incidental to the work.

The Department will not measure structure excavation at the end bent or an existing embankment for payment and will consider it incidental to Structure Granular Backfill.

The Department will not measure for payment the 4-inch perforated underdrain pipe and will consider it incidental to the Structure Granular Backfill.

4.6 Geotextile Fabric. The Department will measure the quantities as specified in Section 214. The Department will not measure the quantity of fabric used for separating granular or rock embankment and cohesive pile core and will consider it incidental to cohesive pile core.

4.7 End Bent. The Department will measure the quantities according to the

Contract. The Department will not measure furnishing and placing the 2-inch mortar or concrete bed for payment and will consider it incidental to the end bent construction.

5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02223	Granular Embankment	Cubic Yards
20209EP69	Granular Pile Core	Cubic Yards
20210EP69	Cohesive Pile Core	Cubic Yards
02231	Structure Granular Backfill	Cubic Yards
02596, 02599	Geotextile Fabric, Type	See Section 214

The Department will consider payment as full compensation for all work required in this provision.

June 15, 2012

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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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 wage determination 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 work 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.

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
TRAINING SPECIAL PROVISIONS

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under these special provisions and in this contract is shown in "Special Notes Applicable to Project" in the bid proposal.

In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction the contractor shall submit to the Kentucky Transportation Cabinet, Department of Highways for its approval, an acceptable training program on forms provided by the Cabinet indicating the number of trainees to be trained in each selected classification. Failure to provide the Cabinet with the proper documentation evidencing an acceptable training program prior to commencing construction shall cause the Cabinet to suspend the operations of the contractor with (if applicable) working days being charged as usual against the contract time or (if applicable), no additional contract time being granted for the suspension period. The Cabinet will not be liable for the payment of any work performed during the suspension period due to the failure of the contractor to provide an acceptable training program. Said suspension period shall be terminated when an acceptable training program is received by the Cabinet. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case. The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Kentucky Transportation Cabinet, Department of Highways and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed for each hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

General Decision Number: KY120125 06/22/2012 KY125

Superseded General Decision Number: KY20100211

State: Kentucky

Construction Type: Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken, Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	01/20/2012
3	04/13/2012
4	05/11/2012
5	05/25/2012
6	06/01/2012
7	06/22/2012

BRIN0004-003 06/01/2011

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	10.07

BRKY0001-005 06/01/2011		

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	10.07

BRKY0002-006 06/01/2011		

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.57	10.26

BRKY0007-004 06/01/2011

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 28.29	16.80

BRKY0017-004 06/01/2009

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	9.97

CARP0064-001 07/01/2011

	Rates	Fringes
CARPENTER.....	\$ 25.95	13.26
Diver.....	\$ 39.30	13.26
PILEDRIVERMAN.....	\$ 26.20	13.26

ELEC0212-008 05/31/2011

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.11	14.94

ELEC0212-014 06/27/2011

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 21.55	8.46

ELEC0317-012 06/01/2011

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
Electricians:		
Cable Splicer.....	\$ 32.68	18.13
Electrician.....	\$ 31.87	19.96

ELEC0369-007 05/30/2012

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL,
CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY,
JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,

MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT,
SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 29.32	13.78

ELEC0575-002 05/30/2011		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 30.69	13.32

ENGI0181-018 07/01/2011		

	Rates	Fringes
Operating Engineer:		
GROUP 1.....	\$ 26.50	13.00
GROUP 2.....	\$ 24.08	13.00
GROUP 3.....	\$ 24.46	13.00
GROUP 4.....	\$ 23.82	13.00

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;
Batcher Plant; Bituminous Paver; Bituminous Transfer
Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All
Scoop; Carry Deck Crane; Central Compressor Plant; Cherry
Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over);
Concrete Paver; Truck-Mounted Concrete Pump; Core Drill;
Crane; Crusher Plant; Derrick; Derrick Boat; Ditching &
Trenching Machine; Dragline; Dredge Operator; Dredge
Engineer; Elevating Grader & Loaders; Grade-All; Gurries;
Heavy Equipment Robotics Operator/Mechanic; High Lift;
Hoe-Type Machine; Hoist (Two or More Drums); Hoisting
Engine (Two or More Drums); Horizontal Directional Drill
Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau;
Locomotive; Mechanic; Mechanically Operated Laser Screed;
Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel
Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete;
Push Dozer; Rock Spreader, attached to equipment; Rotary
Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier;
Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom;
Telescoping Type Forklift; Tow or Push Boat; Tower Crane
(French, German & other types); Tractor Shovel; Truck
Crane; Tunnel Mining Machines, including Moles, Shields or
similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.);
Bituminous Mixer; Boom Type Tamping Machine; Bull Float;
Concrete Mixer (Under 21 cu. ft.); Dredge Engineer;
Electric Vibrator; Compactor/Self-Propelled Compactor;
Elevator (One Drum or Buck Hoist); Elevator (When used to
Hoist Building Material); Finish Machine; Firemen & Hoist
(One Drum); Flexplane; Forklift (Regardless of Lift
Height); Form Grader; Joint Sealing Machine; Outboard Motor

Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment; Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steerman; Tamping Machine; Tractor (Under 50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where the length of the boom in combination with the length of the piling leads equals or exceeds 150 ft. - \$1.00 over Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044-009 06/01/2012

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,
BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);
NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);
SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 22.50	15.10
Structural.....	\$ 24.80	15.10

IRON0070-006 06/01/2012

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN,
GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON,
MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER,
TRIMBLE, WASHINGTON & WOODFORD
BOURBON (Southern two-thirds, including Townships of Austerlity,
Centerville, Clintonville, Elizabeth, Hutchison, Littlerock,
North Middletown & Paris);
CARROLL (Western two-thirds, including Townships of Carrollton,
Easterday, English, Locust, Louis, Prestonville & Worthville);
CLARK (Western two-thirds, including Townships of Becknerville,
Flanagan, Ford, Pine Grove, Winchester & Wyandotte);
OWEN (Eastern eighth, including Townships of Glenmary, Gratz,
Monterey, Perry Park & Tacketts Mill);
SCOTT (Southern third, including Townships of Georgetown, Great
Crossing, Newtown, Stampling Ground & Woodlake);

	Rates	Fringes
IRONWORKER.....	\$ 26.34	18.58

IRON0372-006 01/01/2012		

BRACKEN, GALLATIN, GRANT, HARRISON and ROBERTSON
BOURBON (Northern third, including Townships of Jackson,
Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, Excluding Townships of Beechburg, Colfax,
Elizaville, Flemingsburg, Flemingsburg Junction, Foxport,
Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills,
Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar
Plains,
Ringos Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover,
Lewisburg, Mays Lick, Maysville, Minerva, Moranburg,
Murphysville, Ripley, Sardis, Shannon, South Ripley &
Washington);
NICHOLAS (Townships of Barefoot, Barterville, Carlisle,
Ellisville, Headquarters, Henryville, Morningglory, Myers &
Oakland Mills);
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook,
Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New
Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita &
Wheatley);
SCOTT (Northern two-thirds, including Townships of Biddle,
Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers
Gap, Sadieville, Skinnersburg & Stonewall) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING		
Beyond 30-mile radius of		
Hamilton County, Ohio		
Courthouse.....	\$ 26.75	17.55
Up to & including 30-mile		
radius of Hamilton County,		
Ohio Courthouse.....	\$ 26.50	17.55

IRON0769-007 06/01/2012

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN
CLARK (Eastern third, including townships of Bloomingdale,
Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson);
FLEMING (Townships of Beechburg, Colfax, Elizaville,
Flemingsburg, Flemingsburg Junction, Foxport, Grange City,
Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton,
Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains,
Ringos Mills, Tilton & Wallingford);
MASON (Eastern third, including Townships of Helena, Marshall,
Orangeburg, Plumville & Springdale);
NICHOLAS (Eastern eighth, including the Township of Moorefield
Sprout)

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 30.52	20.08
ZONE 2.....	\$ 30.92	20.08
ZONE 3.....	\$ 32.52	20.08

ZONE 1 - Up to 10 mi. radius of union hall, Ashland, Ky.,
1643 Greenup Avenue
ZONE 2 - 10 to 50 mi. radius of union hall;
ZONE 3 - 50 mi. radius and beyond

LABO0189-003 07/01/2011

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT,
FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON,
JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS,
OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.81	10.85
GROUP 2.....	\$ 21.06	10.85
GROUP 3.....	\$ 21.11	10.85
GROUP 4.....	\$ 21.71	10.85

LABORERS CLASSIFICATIONS

- GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement
Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter
Tender; Cement Mason Tender; Cleaning of Machines;
Concrete; Demolition; Dredging; Environmental - Nuclear,
Radiation, Toxic & Hazardous Waste - Level D; Flagperson;
Grade Checker; Hand Digging & Hand Back Filling; Highway
Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;
Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail
& Fence Installer; Signal Person; Sound Barrier Installer;
Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;
Wrecking of Concrete Forms; General Cleanup
- GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;

Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-008 07/01/2011

ANDERSON, BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.26	10.40
GROUP 2.....	\$ 21.51	10.40
GROUP 3.....	\$ 21.56	10.40
GROUP 4.....	\$ 22.16	10.40

LABORERS CLASSIFICATIONS

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

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder

Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-009 07/01/2011

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.51	10.15
GROUP 2.....	\$ 21.76	10.15
GROUP 3.....	\$ 21.81	10.15
GROUP 4.....	\$ 22.41	10.15

LABORERS CLASSIFICATIONS

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

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

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;

Gunnite Operator & Mixer; Grout Pump Operator; Side Rail
Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free
Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;
& Tunnel Mucker (Free Air); Directional & Horizontal
Boring; Air Track Drillers (All Types); Powdermen &
Blasters; Troxler & Concrete Tester if Laborer is Utilized

PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
ROBERTSON, SCOTT & WOODFORD COUNTIES:

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender and/or Containment Builder..	\$ 18.90	5.90
Brush & Roller.....	\$ 21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 22.30	5.90
Sandblasting & Waterblasting.....	\$ 22.05	5.90
Spray.....	\$ 21.80	5.90

PAIN0012-017 05/01/2012

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender and Containment Builder.....	\$ 20.49	8.33
Brush & Roller.....	\$ 23.10	8.33
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 24.10	8.33
Sandblasting & Water Blasting.....	\$ 23.85	8.33
Spray.....	\$ 23.60	8.33

PAIN0118-004 05/01/2010

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN,
HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY,
SPENCER, TRIMBLE & WASHINGTON COUNTIES:

	Rates	Fringes
PAINTER		

Brush & Roller.....	\$ 18.50	10.30
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 19.50	10.30

PAIN1072-003 12/01/2011

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

Rates	Fringes
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Painters:

Bridges; Locks; Dams; Tension Towers & Energized Substations.....	\$ 29.33	14.20
Power Generating Facilities.	\$ 26.09	14.20

PLUM0248-003 06/01/2012

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

Rates	Fringes
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Plumber and Steamfitter.....	\$ 33.00	16.93
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* PLUM0392-007 06/01/2012

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN &
ROBERTSON COUNTIES:

Rates	Fringes
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Plumbers and Pipefitters.....	\$ 29.30	16.59
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PLUM0502-003 08/01/2011

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN
(Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON,
LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &
WASHINGTON COUNTIES

Rates	Fringes
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PLUMBER.....	\$ 31.00	16.13
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SUKY2010-160 10/08/2001

Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union

rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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

These rates are listed pursuant to the Kentucky Determination No. CR-11-III- HWY dated August 04, 2011

No laborer, workman or mechanic shall be paid at a rate less than that of a Journeyman 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.

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.

Ryan Griffith, 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
9.6%	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 Shelby County.

PART IV

INSURANCE

INSURANCE

The Contractor shall procure and maintain the following insurance in addition to the insurance required by law:

- 1) Commercial General Liability-Occurrence form – not less than \$2,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 each occurrence.
- 2) Automobile Liability- \$1,000,000 per accident
- 3) Employers Liability:
 - a) \$100,000 Each Accident Bodily Injury
 - b) \$500,000 Policy limit Bodily Injury by Disease
 - c) \$100,000 Each Employee Bodily Injury by Disease
- 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) KENTUCKY 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.

The cost of insurance is incidental to all contract items. All subcontractors must meet the same minimum insurance requirements.

PART V

BID ITEMS

CONTRACT ID: 121334
COUNTY: SHELBY
PROPOSAL: IM-NH 0642 (179)

PAGE: 1
LETTING: 07/13/12
CALL NO: 107

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
SECTION 0001 PAVING					
0010	00001	DGA BASE	95,236.000 TON		
0020	00008	CEMENT STABILIZED ROADBED	45,834.000 SQYD		
0030	00018	DRAINAGE BLANKET-TYPE II-ASPH	87,932.000 TON		
0040	00100	ASPHALT SEAL AGGREGATE	412.000 TON		
0050	00103	ASPHALT SEAL COAT	49.000 TON		
0060	00190	LEVELING & WEDGING PG64-22	31,650.000 TON		
0070	00214	CL3 ASPH BASE 1.00D PG64-22	59,786.000 TON		
0080	00214	CL3 ASPH BASE 1.00D PG64-22 (PERF PIPE INSTALL)	2,242.000 TON		
0090	00217	CL4 ASPH BASE 1.00D PG64-22	91,020.000 TON		
0100	00219	CL4 ASPH BASE 1.00D PG76-22	6,001.000 TON		
0110	00223	CL3 ASPH BASE 0.75D PG64-22	14,417.000 TON		
0120	00228	CL4 ASPH BASE 0.75D PG76-22	23,988.000 TON		
0130	00339	CL3 ASPH SURF 0.38D PG64-22	11,466.000 TON		
0140	00342	CL4 ASPH SURF 0.38A PG76-22	16,235.000 TON		
0150	00358	ASPHALT CURING SEAL	476.000 TON		
0160	02542	CEMENT	1,210.000 TON		
0170	02677	ASPHALT PAVE MILLING & TEXTURING	2,359.000 TON		
0180	02702	SAND FOR BLOTTER	1,191.000 TON		
SECTION 0002 ROADWAY					
0190	00078	CRUSHED AGGREGATE SIZE NO 2	24,485.000 TON		

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0200	01015	INSPECT & CERTIFY EDGE DRAIN SYSTEM	(1.00) LS		
0210	01310	REMOVE PIPE	224.000 LF		
0220	01845	ISLAND INTEGRAL CURB	70.000 LF		
0230	01891	ISLAND HEADER CURB TYPE 2	75.000 LF		
0240	01955	CONC MEDIAN BARRIER TYPE 12C1	225.000 LF		
0250	01982	DELINEATOR FOR GUARDRAIL MONO DIRECTIONA	WHITE164.000 EACH		
0260	01983	DELINEATOR FOR GUARDRAIL MONO DIRECTIONA	YELLOW13.000 EACH		
0270	01984	DELINEATOR FOR BARRIER - WHITE	484.000 EACH		
0280	01985	DELINEATOR FOR BARRIER - YELLOW	1,487.000 EACH		
0290	02003	RELOCATE TEMP CONC BARRIER	63,920.000 LF		
0300	02014	BARRICADE-TYPE III	6.000 EACH		
0310	02081	JPC PAVEMENT-8 IN SHLD	164.000 SQYD		
0320	02091	REMOVE PAVEMENT	8,684.000 SQYD		
0330	02165	REMOVE PAVED DITCH	1,968.000 SQYD		
0340	02200	ROADWAY EXCAVATION	219,771.000 CUYD		
0350	02203	STRUCTURE EXCAV-UNCLASSIFIED	300.000 CUYD		
0360	02223	GRANULAR EMBANKMENT	3,637.000 CUYD		
0370	02237	DITCHING	7,300.000 LF		
0380	02259	FENCE-TEMP	5,000.000 LF		
0390	02262	FENCE-WOVEN WIRE TYPE 1	500.000 LF		
0400	02268	REMOVE & REPLACE FENCE	40,518.000 LF		

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0410	02350	ADJUST GUARDRAIL	625.000 LF		
0420	02351	GUARDRAIL-STEEL W BEAM-S FACE	6,887.500 LF		
0430	02360	GUARDRAIL TERMINAL SECTION NO 1	3.000 EACH		
0440	02363	GUARDRAIL CONNECTOR TO BRIDGE END TY A	6.000 EACH		
0450	02369	GUARDRAIL END TREATMENT TYPE 2A	16.000 EACH		
0460	02371	GUARDRAIL END TREATMENT TYPE 7	1.000 EACH		
0470	02373	GUARDRAIL END TREATMENT TYPE 3	6.000 EACH		
0480	02381	REMOVE GUARDRAIL	14,059.000 LF		
0490	02387	GUARDRAIL CONNECTOR TO BRIDGE END TY A-1	2.000 EACH		
0500	02391	GUARDRAIL END TREATMENT TYPE 4A	10.000 EACH		
0510	02483	CHANNEL LINING CLASS II	519.000 TON		
0520	02484	CHANNEL LINING CLASS III	6,013.000 TON		
0530	02545	CLEARING AND GRUBBING (90 ACRES)	(1.00) LS		
0540	02555	CONCRETE-CLASS B	344.000 CUYD		
0550	02562	SIGNS	1,551.000 SQFT		
0560	02570	PROJECT CPM SCHEDULE	(1.00) LS		
0570	02585	EDGE KEY	310.000 LF		
0580	02596	FABRIC-GEOTEXTILE TYPE I	1,962.000 SQYD		
0590	02599	FABRIC-GEOTEXTILE TYPE IV	86,442.000 SQYD		
0600	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	10,988.000 SQYD	2.00	21,976.00
0610	02625	REMOVE HEADWALL	3.000 EACH		

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0620	02650	MAINTAIN & CONTROL TRAFFIC	(1.00) LS		
0630	02651	DIVERSIONS (BY-PASS DETOURS) (KY 55 RAMP 1)	(1.00) LS		
0640	02651	DIVERSIONS (BY-PASS DETOURS) (KY 55 RAMP 3)	(1.00) LS		
0650	02651	DIVERSIONS (BY-PASS DETOURS) (KY 55 RAMP 7)	(1.00) LS		
0660	02653	LANE CLOSURE	3.000 EACH		
0670	02671	PORTABLE CHANGEABLE MESSAGE SIGN	12.000 EACH		
0680	02676	MOBILIZATION FOR MILL & TEXT	(1.00) LS		
0690	02690	SAFELOADING	27.000 CUYD		
0700	02696	SHOULDER RUMBLE STRIPS-SAWED	107,380.000 LF		
0710	02720	SIDEWALK-4 IN CONCRETE	62.000 SQYD		
0720	02726	STAKING	(1.00) LS		
0730	02731	REMOVE STRUCTURE (EASTBOUND)	(1.00) LS		
0740	02731	REMOVE STRUCTURE (JOYES STATION BRIDGE)	(1.00) LS		
0750	02731	REMOVE STRUCTURE (KY 55 BRIDGE)	(1.00) LS		
0760	02731	REMOVE STRUCTURE (WESTBOUND)	(1.00) LS		
0770	02775	ARROW PANEL	7.000 EACH		
0780	02898	RELOCATE CRASH CUSHION	6.000 EACH		
0790	02998	MASONRY COATING	23,727.000 SQYD		
0800	03171	CONCRETE BARRIER WALL TYPE 9T	53,560.000 LF		
0810	03225	TUBULAR MARKERS	744.000 EACH		
0820	05950	EROSION CONTROL BLANKET	65,723.000 SQYD		

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0830	05966	TOPDRESSING FERTILIZER	13.000 TON		
0840	05985	SEEDING AND PROTECTION	256,353.000 SQYD		
0850	06417	FLEXIBLE DELINEATOR POST-W	314.000 EACH		
0860	06418	FLEXIBLE DELINEATOR POST-Y	64.000 EACH		
0870	06510	PAVE STRIPING-TEMP PAINT-4 IN	37,150.000 LF		
0880	06511	PAVE STRIPING-TEMP PAINT-6 IN	369,182.000 LF		
0890	06514	PAVE STRIPING-PERM PAINT-4 IN	20,051.000 LF		
0900	06549	PAVE STRIPING-TEMP REM TAPE-B	5,000.000 LF		
0910	06550	PAVE STRIPING-TEMP REM TAPE-W	400.000 LF		
0920	06551	PAVE STRIPING-TEMP REM TAPE-Y	400.000 LF		
0930	06568	PAVE MARKING-THERMO STOP BAR-24IN	161.000 LF		
0940	06574	PAVE MARKING-THERMO CURV ARROW	15.000 EACH		
0950	06578	PAVE MARKING-THERMO MERGE ARROW	4.000 EACH		
0960	06589	PAVEMENT MARKER TYPE V-MW	75.000 EACH		
0970	06591	PAVEMENT MARKER TYPE V-BY	173.000 EACH		
0980	06592	PAVEMENT MARKER TYPE V-B W/R	1,426.000 EACH		
0990	06593	PAVEMENT MARKER TYPE V-B Y/R	1,431.000 EACH		
1000	08905	CRASH CUSHION TY VI CLASS CT	8.000 EACH		
1010	10020NS	FUEL ADJUSTMENT	440,474.000 DOLL	1.00	440,474.00
1020	10030NS	ASPHALT ADJUSTMENT	618,679.000 DOLL	1.00	618,679.00
1030	20432ES112	REMOVE CRASH CUSHION	5.000 EACH		

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1040	20591EC	REMOVE BARRIER	2,360.000 LF		
1050	20757ED	PAVEMENT REPAIR	5,000.000 SQYD		
1060	20758ED	REMOVE AND RESET PERF PIPE HEADWALL	26.000 EACH		
1070	21288ND	CONCRETE MEDIAN BARRIER TYPE 12C2-50 IN	100.000 LF		
1080	21370ED	LONGITUDINAL SAW CUT- 6 IN	49,815.000 LF		
1090	21430ES508	CONC MEDIAN BARRIER TYPE 12C(50)	21,397.000 LF		
1100	21802EN	G/R STEEL W BEAM-S FACE (7 FT POST)	7,650.000 LF		
1110	22883EN	CONCRETE WEDGE CURB	3,667.000 LF		
1120	23131ER701	PIPELINE VIDEO INSPECTION	1,605.000 LF		
1130	23143ED	KPDES PERMIT AND TEMP EROSION CONTROL	(1.00) LS		
1140	23253ES717	PAVE MARK TY 1 TAPE CROSS HATCH	23,000.000 SQFT		
1150	24189ER	DURABLE WATERBORNE MARKING-6 IN W	85,319.000 LF		
1160	24190ER	DURABLE WATERBORNE MARKING-6 IN Y	58,790.000 LF		
1170	24191ER	DURABLE WATERBORNE MARKING-12 IN W	4,895.000 LF		
1180	24470ED	PERMEABLE PAVEMENT DRAIN	93.280 SQYD		
SECTION 0003 DRAINAGE					
1190	00078	CRUSHED AGGREGATE SIZE NO 2	95.000 TON		
1200	00461	CULVERT PIPE-15 IN	1,041.000 LF		
1210	00461	CULVERT PIPE-15 IN (CONCRETE PIPE ALTERNATE ONLY)	77.000 LF		
1220	00462	CULVERT PIPE-18 IN	135.000 LF		
1230	00462	CULVERT PIPE-18 IN (CONCRETE PIPE ALTERNATE ONLY)	56.000 LF		

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1240	00466	CULVERT PIPE-30 IN	379.000 LF		
1250	00466	CULVERT PIPE-30 IN (CONCRETE PIPE ALTERNATE ONLY)	32.000 LF		
1260	00468	CULVERT PIPE-36 IN	80.000 LF		
1270	00469	CULVERT PIPE-42 IN	129.000 LF		
1280	00521	STORM SEWER PIPE-15 IN	1,838.000 LF		
1290	00522	STORM SEWER PIPE-18 IN	812.000 LF		
1300	00524	STORM SEWER PIPE-24 IN	62.000 LF		
1310	01000	PERFORATED PIPE-4 IN	43,104.000 LF		
1320	01001	PERFORATED PIPE-6 IN	21,734.000 LF		
1330	01010	NON-PERFORATED PIPE-4 IN	3,336.000 LF		
1340	01011	NON-PERFORATED PIPE-6 IN	358.000 LF		
1350	01020	PERF PIPE HEADWALL TY 1-4 IN	16.000 EACH		
1360	01021	PERF PIPE HEADWALL TY 1-6 IN	3.000 EACH		
1370	01028	PERF PIPE HEADWALL TY 3-4 IN	19.000 EACH		
1380	01029	PERF PIPE HEADWALL TY 3-6 IN	3.000 EACH		
1390	01032	PERF PIPE HEADWALL TY 4-4 IN	57.000 EACH		
1400	01033	PERF PIPE HEADWALL TY 4-6 IN	2.000 EACH		
1410	01370	METAL END SECTION TY 1-15 IN	3.000 EACH		
1420	01432	SLOPED BOX OUTLET TYPE 1-15 IN	3.000 EACH		
1430	01440	SLOPED BOX INLET-OUTLET TYPE 1	2.000 EACH		
1440	01450	S & F BOX INLET-OUTLET-18 IN	2.000 EACH		

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1450	01480	CURB BOX INLET TYPE B	4.000 EACH		
1460	01490	DROP BOX INLET TYPE 1	4.000 EACH		
1470	01493	DROP BOX INLET TYPE 2	2.000 EACH		
1480	01559	DROP BOX INLET TYPE 13G	2.000 EACH		
1490	01650	JUNCTION BOX	8.000 EACH		
1500	01740	CORED HOLE DRAINAGE BOX CON-4 IN	1.000 EACH		
1510	01741	CORED HOLE DRAINAGE BOX CON-6 IN	35.000 EACH		
1520	08100	CONCRETE-CLASS A	33.450 CUYD		
1530	08150	STEEL REINFORCEMENT	1,973.500 LB		
1540	21601NN	CONC MED BAR BOX INLET TY 12A2-50	4.000 EACH		
1550	21602NN	CONC MED BARR BOX INLET TY 12B2-50	29.000 EACH		
1560	21799EN	BORE AND JACK PIPE-24 IN	95.000 LF		
1570	21800EN	BORE AND JACK PIPE-30 IN	164.000 LF		
1580	22620NN	CONC MED BARR BOX INLET TY 12A1-50	1.000 EACH		
1590	23610NC	CORED HOLE DRAINAGE BOX CON	1.000 EACH		
1600	23611NN	CONC MED BAR BOX INLET TY 12B1-50	6.000 EACH		
SECTION 0004 BRIDGE					
1610	02220	FLOWABLE FILL	786.000 CUYD		
1620	02231	STRUCTURE GRANULAR BACKFILL	186.000 CUYD		
1630	02403	REMOVE CONCRETE MASONRY	4.400 CUYD		
1640	02998	MASONRY COATING	2,949.000 SQYD		

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1650	03299	ARMORED EDGE FOR CONCRETE	478.600 LF		
1660	08001	STRUCTURE EXCAVATION-COMMON	1,283.000 CUYD		
1670	08002	STRUCTURE EXCAV-SOLID ROCK	328.500 CUYD		
1680	08003	FOUNDATION PREPARATION (26787)	(1.00) LS		
1690	08019	CYCLOPEAN STONE RIP RAP	555.000 TON		
1700	08020	CRUSHED AGGREGATE SLOPE PROT	954.000 TON		
1710	08033	TEST PILES	81.000 LF		
1720	08039	PRE-DRILLING FOR PILES	154.000 LF		
1730	08046	PILES-STEEL HP12X53	968.000 LF		
1740	08050	PILES-STEEL HP14X73	254.000 LF		
1750	08094	PILE POINTS-12 IN	38.000 EACH		
1760	08095	PILE POINTS-14 IN	17.000 EACH		
1770	08100	CONCRETE-CLASS A	1,120.800 CUYD		
1780	08104	CONCRETE-CLASS AA	2,060.000 CUYD		
1790	08133	MECHANICAL REINF COUPLER #8	36.000 EACH		
1800	08136	MECHANICAL REINF COUPLER #11	44.000 EACH		
1810	08150	STEEL REINFORCEMENT	145,383.000 LB		
1820	08151	STEEL REINFORCEMENT-EPOXY COATED	545,203.000 LB		
1830	08160	STRUCTURAL STEEL (1136 POUNDS)	(1.00) LS		
1840	08634	PRECAST PC I BEAM TYPE 4	3,247.800 LF		
1850	21532ED	RAIL SYSTEM TYPE III	1,096.200 LF		

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1860	23846EC	PRECAST PC I-BEAM-66 IN HYBRID	2,906.700 LF		
1870	23930EC	LIGHTWEIGHT CELLULAR CONCRETE FILL	779.000 CUYD		
SECTION 0005 SIGNING					
1880	04903	REFERENCE MARKER	44.000 EACH		
1890	04904	BARRIER MOUNTING BRACKET	22.000 EACH		
1900	06400	GMSS GALV STEEL TYPE A	4,174.000 LB		
1910	06405	SBM ALUMINUM PANEL SIGNS	3,414.000 SQFT		
1920	06406	SBM ALUM SHEET SIGNS .080 IN	394.000 SQFT		
1930	06407	SBM ALUM SHEET SIGNS .125 IN	624.000 SQFT		
1940	06410	STEEL POST TYPE 1	916.000 LF		
1950	06411	STEEL POST TYPE 2	849.000 LF		
1960	06412	STEEL POST MILE MARKERS	10.000 EACH		
1970	06441	GMSS GALV STEEL TYPE C	14,520.000 LB		
1980	06449	REM OVERHEAD SIGN SUPPORT STR	1.000 EACH		
1990	06451	REMOVE SIGN SUPPORT BEAM	45.000 EACH		
2000	06490	CLASS A CONCRETE FOR SIGNS	70.920 CUYD		
2010	06491	STEEL REINFORCEMENT FOR SIGNS	3,614.000 LB		
2020	20418ED	REMOVE & RELOCATE SIGNS	6.000 EACH		
2030	20419ND	ROADWAY CROSS SECTION	27.000 EACH		
2040	20912ND	BARRIER WALL POST	4.000 EACH		
2050	21373ND	REMOVE SIGN	18.000 EACH		

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2060	21596ND	GMSS TYPE D	14.000 EACH		
SECTION 0006 SIGNALIZATION					
2070	04793	CONDUIT-1 1/4 IN	606.000 LF		
2080	04795	CONDUIT-2 IN	580.000 LF		
2090	04811	ELECTRICAL JUNCTION BOX TYPE B	6.000 EACH		
2100	04820	TRENCHING AND BACKFILLING	954.000 LF		
2110	04830	LOOP WIRE	2,278.000 LF		
2120	04844	CABLE-NO. 14/5C	420.000 LF		
2130	04845	CABLE-NO. 14/7C	137.000 LF		
2140	04850	CABLE-NO. 14/1 PAIR	3,670.000 LF		
2150	04871	POLE 35 FT WOODEN	1.000 EACH		
2160	04884	ANCHOR	2.000 EACH		
2170	04885	MESSENGER-10800 LB	450.000 LF		
2180	04895	LOOP SAW SLOT AND FILL	745.000 LF		
2190	04931	INSTALL CONTROLLER TYPE 170	1.000 EACH		
2200	04932	INSTALL STEEL STRAIN POLE	4.000 EACH		
2210	20188NS835	INSTALL LED SIGNAL-3 SECTION	5.000 EACH		
2220	20189NS835	INSTALL LED SIGNAL-5 SECTION	1.000 EACH		
2230	21543EN	BORE AND JACK CONDUIT	90.000 LF		
2240	23157EN	TRAFFIC SIGNAL POLE BASE	17.790 CUYD		
2250	23982EC	INSTALL ANTENNA	1.000 EACH		
SECTION 0007 LIGHTING					

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2260	04712	POLE 100 FT MTG HT HIGH MAST	2.000 EACH		
2270	04760	POLE W/SECONDARY CONTROL EQUIP	2.000 EACH		
2280	04773	HPS LUMINAIRE HIGH MAST	68.000 EACH		
2290	04797	CONDUIT-3 IN	999.000 LF		
2300	04800	MARKER	21.000 EACH		
2310	04820	TRENCHING AND BACKFILLING	7,233.000 LF		
2320	04860	CABLE-NO. 8/3C DUCTED	2,054.000 LF		
2330	04861	CABLE-NO. 6/3C DUCTED	775.000 LF		
2340	04862	CABLE-NO. 4/3C DUCTED	7,281.000 LF		
2350	04863	CABLE-NO. 2/3C DUCTED	2,250.000 LF		
2360	04940	REMOVE LIGHTING	(1.00) LS		
2370	20391NS835	ELECTRICAL JUNCTION BOX TYPE A	8.000 EACH		
2380	20392NS835	ELECTRICAL JUNCTION BOX TYPE C	2.000 EACH		
2390	21543EN	BORE AND JACK CONDUIT	999.000 LF		
2400	23161EN	POLE BASE-HIGH MAST	19.000 CUYD		
SECTION 0008 WATERLINE					
2410	01097	DUCTILE IRON PIPE-10 IN	155.000 LF		
2420	01105	DUCTILE IRON PIPE-18 IN	450.000 LF		
2430	02545	CLEARING AND GRUBBING (WATER MAIN RELOCATION)	(1.00) LS		
2440	03470	TIE-IN 10 IN	2.000 EACH		
2450	03530	GATE VALVE-10 IN	2.000 EACH		

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2460	03571	TEE AND BLOCK	2.000 EACH		
2470	04833	WIRE-NO. 8	640.000 LF		
2480	05985	SEEDING AND PROTECTION	4,000.000 SQYD		
2490	20056NN	REDUCER	2.000 EACH		
2500	22603NN	BEND AND BLOCK-10 IN	2.000 EACH		
2510	22961ND	CASING SPACERS-INSTALL	36.000 EACH		
2520	22962ND	CASING END SEALS-INSTALL	2.000 EACH		
2530	23129ND	VALVE BOX AND LID	4.000 EACH		
2540	23311EC	SOLID SLEEVE-10 IN	2.000 EACH		
2550	24186EC	BORE AND JACK PIPE-36 IN	325.000 LF		
2560	24236ND	CUT AND PLUG 10 IN	2.000 EACH		
2570	24475ED	GATE VALVE-18 IN	2.000 EACH		
2580	24476ED	PLUG-18 IN	2.000 EACH		
2590	24477ED	EXC. & FILL BORE PIT	180.000 CUYD		
2600	24478EC	TEMP BLOW OFF	2.000 EACH		
2610	24479EC	CHLORINATION-FLUSH-PRESSURE TEST	1.000 EACH		
2620	24480EC	HYDROSTATIC TEST WATER MAIN	1.000 EACH		
SECTION 0009 TRAINEES					
2630	02742	TRAINEE PAYMENT REIMBURSEMENT 1 CLASS A OPERATOR	1,600.000 HOUR		
2640	02742	TRAINEE PAYMENT REIMBURSEMENT 1 TRUCK DRIVER	1,000.000 HOUR		
SECTION 0010 MOBILIZATION / DEMOBILIZATION					

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LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
2650	02568	MOBILIZATION (NO MORE THAN 5%)	LUMP		
2660	02569	DEMOBILIZATION (AT LEAST 1.5%)	LUMP		
		TOTAL BID			