



CALL NO. 100

CONTRACT ID. 241013

FLOYD COUNTY

FED/STATE PROJECT NUMBER NH 0231(148)

DESCRIPTION US-23

WORK TYPE GRADE, DRAIN & SURFACE WITH BRIDGE

PRIMARY COMPLETION DATE 10/31/2025

LETTING DATE: August 22,2024

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME August 22,2024. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

PLANS AVAILABLE FOR THIS PROJECT.

DBE CERTIFICATION REQUIRED - 5%

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

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 12

CONTRACT ID - 241013

NH 0231(148)

COUNTY - FLOYD

PCN - DE03600232413

NH 0231(148)

US-23 (MP 12.7) IMPROVE SAFETY AND ACCESS ON US-23 BETWEEN KY-80 AND KY-3384 (MP 13.8), A
DISTANCE OF 0.60 MILES.GRADE, DRAIN & SURFACE WITH BRIDGE SYP NO. 12-00191.00.

GEOGRAPHIC COORDINATES LATITUDE 37:38:21.00 LONGITUDE 82:45:16.00

ADT

COMPLETION DATE(S):

COMPLETED BY 10/31/2025

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 electronic bidding software. 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 shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. When prescribed in said directives, the contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom shall be contacted through their individual Protection Notification Center. Non-compliance with these directives can result in the enforcement of penalties.

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 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/construction-procurement). The answers provided shall be considered part of this Special Note and, in case of a discrepancy, will govern over all other bidding documents.

HARDWOOD REMOVAL RESTRICTIONS

The US Department of Agriculture has imposed a quarantine in Kentucky and several surrounding states, to prevent the spread of an invasive insect, the emerald ash borer. Hardwood cut in conjunction with the project may not be removed from the state. Chipping or burning on site is the preferred method of disposal.

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

Identification of excess material sites and borrow sites shall be the responsibility of the Contractor. The Contractor shall be responsible for compliance with all applicable state and federal laws and may wish to consult with the US Fish and Wildlife Service to seek protection under Section 10 of the Endangered Species Act for these activities.

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.

BOYCOTT PROVISIONS

If applicable, the contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

LOBBYING PROHIBITIONS

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

1.0 BUY AMERICA REQUIREMENT.

Follow the “Buy America” provisions as required by 23 U.S.C. § 313 and 23 C.F.R. § 635.410. Except as expressly provided herein all manufacturing processes of steel or iron materials including but not limited to structural steel, guardrail materials, corrugated steel, culvert pipe, structural plate, prestressing strands, and steel reinforcing bars shall occur in the United States of America, including the application of:

- Coating,
- Galvanizing,
- Painting, and
- Other coating that protects or enhances the value of steel or iron products.

The following are exempt, unless processed or refined to include substantial amounts of steel or iron material, and may be used regardless of source in the domestic manufacturing process for steel or iron material:

- Pig iron,
- Processed, pelletized, and reduced iron ore material, or
- Processed alloys.

The Contractor shall submit a certification stating that all manufacturing processes involved with the production of steel or iron materials occurred in the United States.

Produce, mill, fabricate, and manufacture in the United States of America all aluminum components of bridges, tunnels, and large sign support systems, for which either shop fabrication, shop inspection, or certified mill test reports are required as the basis of acceptance by the Department.

Use foreign materials only under the following conditions:

- 1) When the materials are not permanently incorporated into the project; or
- 2) When the delivered cost of such materials used does not exceed 0.1 percent of the total Contract amount or \$2,500.00, whichever is greater.

The Contractor shall submit to the Engineer the origin and value of any foreign material used.

2.0 – BUILD AMERICA, BUY AMERICA (BABA)

Contractor shall comply with the Federal Highway Administration (FHWA) Buy America Requirement in 23 C.F.R. § 635.410 and all relevant provisions of the Build America, Buy America Act (BABA), contained within the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52 enacted November 15, 2021. The BABA requires iron, steel, manufactured products, and construction materials used in infrastructure projects funded by federal financial assistance to be produced in the United States. Comply with 2 C.F.R § 184.

BABA permits FHWA participation in the Contract only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used, and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the total contract amount under the Contract or \$2,500.00 whichever is greater.

BABA permits FHWA participation in the Contract only if all “construction materials” as defined in the Act are made in the United States. The Buy America preference applies to the following construction materials

incorporated into infrastructure projects: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); Fiber optic cable; optical fiber; lumber; engineered wood; and drywall. Contractor will be required to use construction materials produced in the United States on this Project. The Contractor shall submit a certification stating that all construction materials are certified to be BABA compliant.

Finally, BABA permits the continuation of FHWA's current general applicability waivers for manufactured products, raw materials, and ferryboat parts, but these waivers are subject to reevaluation, specifically the general applicability waiver for manufactured products.

The Contractor has completed and submitted, or shall complete and submit, to the Cabinet a Buy America/Build America, Buy America Certificate prior to the Cabinet issuing the notice to proceed, in the format below. After submittal, the Contractor is bound by its original certification.

A false certification is a criminal act in violation of 18 U.S.C. § 1001. The Contractor has the burden of proof to establish that it is in compliance.

At the Contractor's request, the Cabinet may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist under 23 C.F.R. § 635.410(c) or will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Cabinet.

Please refer to the Federal Highway Administration's Buy America webpage for more information.

[Buy America - Construction Program Guide - Contract Administration - Construction - Federal Highway Administration \(dot.gov\)](#)

October 26, 2023 Letting

BUY AMERICA / BUILD AMERICA, BUY AMERICA (ACT) MATERIALS CERTIFICATE OF COMPLIANCE

The Contractor hereby certifies that it will comply with all relevant provisions of the Build America, Buy America Act, contained within the Infrastructure Investment and Jobs Act, Pub. L. NO. 117-58, §§ 70901-52, the requirements of 23 U.S.C. § 313, 23 C.F.R. § 635.410 and 2 C.F.R § 184.

Date Submitted: _____

Contractor: _____

Signature: _____

Printed Name: _____

Title: _____

NOTE: THIS CERTIFICATION IS IN ADDITION TO ANY AND ALL REQUIREMENTS OUTLINED IN THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND/OR SPECIAL NOTES CONTAINED IN THE PROJECT PROPOSAL.

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 Rating | 102.08 Preparation and Delivery of Proposals |
| 102.13 Irregular Bid Proposals | 102.14 Disqualification of Bidders |
| 102.09 Proposal Guaranty | |

CIVIL RIGHTS ACT OF 1964

The Kentucky Transportation Cabinet, Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, disability, income- level, or Limited English Proficiency (LEP) in consideration for an award.

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.

SECOND TIER SUBCONTRACTS

Second tier subcontracts are acceptable per Section 108.01 of the Standard Specifications for Road and Bridge Construction. Sub-Contractors fulfilling a disadvantaged business enterprise goal on a project may enter into a 2nd tier subcontract with a Non-DBE Subcontractor. However, in this instance, none of the work subcontracted to the Non-DBE Contractor will count toward fulfilling the established Disadvantaged Goal for the project.

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 14-35 DBE, within **5** 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 Proposal Line Number, 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.

AFTER PROJECT AWARD AND BEFORE NOTICE TO PROCEED/WORK ORDER IS ISSUED (SEE SECTION 103.06, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

Prime Contractors awarded a federally funded project with a DBE Goal greater than zero will be required to submit DBE Subcontract Agreement Form, TC 14-36, along with the attached FHWA 1273 and Certificate of Liability Insurance for each DBE Firm submitted as part of the previously approved DBE Utilization Plan (TC 14-35). A signed quote or purchase order shall be attached when the DBE subcontractor is a material supplier or broker.

The Certificate of Liability Insurance submitted must meet the requirements outlined in Section 107.18 of the Standard Specifications for Road and Bridge Construction.

Changes to **APPROVED** 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 (hard copy along with an electronic copy) of this information must be received in 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 Disadvantaged Enterprise Business Liaison Officer (DEBLO) in the Office for Civil Rights and Small Business Development 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:

- Suspension of Prequalification;
- 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 and Non-DBE Subcontractors 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 complete and submit a **signed and notarized** Affidavit of Subcontractor Payment (TC 18-7) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. These documents must be completed and signed within 7 days of being paid by the Cabinet.

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.

***** IMPORTANT *****

Please mail the original, signed and completed TC (18-7) Affidavit of Subcontractor Payment form and all copies of checks for payments listed above to the following address:

Office for Civil Rights and Small Business Development
6th Floor West 200 Mero Street
Frankfort, KY 40622

The prime contractor should notify the KYTC Office for Civil Rights and Small Business Development seven (7) days prior to DBE contractors commencing work on the project. The contact in this office is Mr. Tony Youssefi. Mr. Youssefi's current contact information is email address – tyousseffi@ky.gov and the telephone number is (502) 564-3601.

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.

PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

In accordance with the FY 2019 National Defense Authorization Act (NDAA), 2 CFR 200.216, and 2 CFR 200.471, Federal agencies are prohibited, after August 13, 2020, from obligating or expending financial assistance to obtain certain telecommunications and video surveillance services and equipment from specific producers. As a result of these regulations, contractors and subcontractors are prohibited, on projects with federal funding participation, from providing telecommunication or video surveillance equipment, services, or systems produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
- Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CARGO PREFERENCE ACT (CPA).

(REV 12-17-15) (1-16)

SECTION 7 is expanded by the following new Article:

102.10 **Cargo Preference Act – Use of United States-flag vessels.**

Pursuant to Title 46CFR Part 381, the Contractor agrees

- To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

ASPHALT MIXTURE

Unless otherwise noted, the Department estimates the rate of application for all asphalt mixtures to be 110 lbs/sy per inch of depth.

DGA BASE

Unless otherwise noted, the Department estimates the rate of application for DGA Base to be 115 lbs/sy per inch of depth.

DGA BASE FOR SHOULDERS

Unless otherwise noted, the Department estimates the rate of application for DGA Base for Shoulders to be 115 lbs/sy per inch of depth. The Department will not measure necessary grading and/or shaping of existing shoulders prior to placing of DGA Base, but shall be incidental to the Contract unit price per ton for DGA Base.

Accept payment at the Contract unit price per ton as full compensation for all labor, materials, equipment, and incidentals for grading and/or shaping of existing shoulders and furnishing, placing, and compacting the DGA Base.

INCIDENTAL SURFACING

The Department has included in the quantities of asphalt mixtures established in the proposal estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, curve widening, ramp gores and tapers, and road and street approaches, as applicable. Pave these areas to the limits as shown on Standard Drawing RPM-110-06 or as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, pave the crossroads to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. Surface or resurface these areas as directed by the Engineer. The Department will not measure placing and compacting for separate payment but shall be incidental to the Contract unit price for the asphalt mixtures.

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.

SPECIAL NOTE FOR PIPELINE INSPECTION

1.0 DESCRIPTION. The Department will perform visual inspections on all pipe on the project. A video inspection will be required on projects having more than 250 linear feet of storm sewer and/or culvert pipe and on routes with an ADT of greater than 1,000 vehicles. Conduct video inspections on all pipe located under the roadway and 50 percent of the remaining pipe not under the roadway. Storm sewer runs and outfall pipes not under the roadway take precedence over rural entrance pipes. Contractors performing this item of work must be prequalified with the Department in the work type J51 (Video Pipe Inspection and Cleaning). Deflection testing shall be completed using a mandrel in accordance with the procedure outlined below or by physical measurement for pipes greater than 36 inches in diameter. Mandrel testing for deflection must be completed prior to the video inspection testing. Unless otherwise noted, Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, current edition.

2.0 VIDEO INSPECTION. Ensure pipe is clear of water, debris or obstructions. Complete the video inspection and any necessary measurement prior to placing the final surface over any pipe. When paving will not be delayed, take measurements 30 days or more after the completion of earthwork to within 1 foot of the finished subgrade. Notify the Engineer a minimum of 24 hours in advance of inspection and notify the Engineer immediately if distresses or locations of improper installation are logged.

2.1 INSPECTION FOR DEFECTS AND DISTRESSES

A) Begin at the outlet end and proceed through to the inlet at a speed less than or equal to 30 ft/minute. Remove blockages that will prohibit a continuous operation.

B) Document locations of all observed defects and distresses including but not limited to: cracking, spalling, slabbing, exposed reinforcing steel, sags, joint offsets, joint separations, deflections, improper joints/connections, blockages, leaks, rips, tears, buckling, deviation from line and grade, damaged coatings/paved inverts, and other anomalies not consistent with a properly installed pipe.

C) During the video inspection provide a continuous 360 degree pan of every pipe joint.

D) Identify and measure all cracks greater than 0.1" and joint separations greater than 0.5".

E) Video Inspections are conducted from junction to junction which defines a pipe run. A junction is defined as a headwall, drop box inlet, curb box inlet, manhole, buried junction, or other structure that disturbs the continuity of the pipe. Multiple pipe inspections may be conducted from a single set up location, but each pipe run must be on a separate video file and all locations are to be referenced from nearest junction relative to that pipe run.

F) Record and submit all data on the TC 64-765 and TC 64-766 forms.

3.0 MANDREL TESTING. Mandrel testing will be used for deflection testing. For use on Corrugated Metal Pipe, High Density Polyethylene Pipe, and Polyvinyl Chloride Pipe, use a mandrel device with an odd number of legs (9 minimum) having a length not less than the outside diameter of the mandrel. The diameter of the mandrel at any point shall not be less than the diameter specified in Section 3.6. Mandrels can be a fixed size or a variable size.

3.1 Use a proving ring or other method recommended by the mandrel manufacturer to verify mandrel diameter prior to inspection. Provide verification documentation for each size mandrel to the Engineer.

3.2 All deflection measurements are to be based off of the AASHTO Nominal Diameters. Refer to the chart in section 3.6.

3.3 Begin by using a mandrel set to the 5.0% deflection limit. Place the mandrel in the inlet end of the pipe and pull through to the outlet end. If resistance is met prior to completing the entire run, record the maximum distance achieved from the inlet side, then remove the mandrel and continue the inspection from the outlet end of the pipe toward the inlet end. Record the maximum distance achieved from the outlet side.

3.4 If no resistance is met at 5.0% then the inspection is complete. If resistance occurred at 5.0% then repeat 3.1 and 3.2 with the mandrel set to the 10.0% deflection limit. If the deflection of entire pipe run cannot be verified with the mandrel then immediately notify the Engineer.

3.5 Care must be taken when using a mandrel in all pipe material types and lining/coating scenarios. Pipe damaged during the mandrel inspection will be video inspected to determine the extent of the damage. If the damaged pipe was video inspected prior to mandrel inspection then a new video inspection is warranted and supersedes the first video inspection. Immediately notify the Engineer of any damages incurred during the mandrel inspection and submit a revised video inspection report.

3.6 AASHTO Nominal Diameters and Maximum Deflection Limits.

Base Pipe Diameter (inches)	AASHTO Nominal Diameter (inches)	Max. Deflection Limit	
		5.0%	10.0%
		(inches)	
15	14.76	14.02	13.28
18	17.72	16.83	15.95
24	23.62	22.44	21.26
30	29.53	28.05	26.58
36	35.43	33.66	31.89
42	41.34	39.27	37.21
48	47.24	44.88	42.52
54	53.15	50.49	47.84
60	59.06	56.11	53.15

4.0 PHYSICAL MEASUREMENT OF PIPE DEFLECTION. Alternate method for deflection testing when there is available access or the pipe is greater than 36 inches in diameter, as per 4.1. Use a contact or non-contact distance instrument. A leveling device is recommended for establishing or verifying vertical and horizontal control.

4.1 Physical measurements may be taken after installation and compared to the AASHTO Nominal Diameter of the pipe as per Section 3.6. When this method is used, determine the smallest interior diameter of the pipe as measured through the center point of the pipe (D2). All measurements are to be taken from the inside crest of the corrugation. Take the D2 measurements at the most deflected portion of the pipe run in question and at intervals no greater than ten (10) feet through the run. Calculate the deflection as follows:

$$\% \text{ Deflection} = [(AASHTO \text{ Nominal Diameter} - D2) / AASHTO \text{ Nominal Diameter}] \times 100\%$$

Note: The Engineer may require that preset monitoring points be established in the culvert prior to backfilling. For these points the pre-installation measured diameter (D1) is measured and recorded. Deflection may then be calculated from the following formula:

$$\% \text{ Deflection} = [(D1 - D2) / D1] (100\%)$$

4.2 Record and submit all data.

5.0 DEDUCTION SCHEDULE. All pipe deductions shall be handled in accordance with the tables shown below.

FLEXIBLE PIPE DEFLECTION	
Amount of Deflection (%)	Payment
0.0 to 5.0	100% of the Unit Bid Price
5.1 to 9.9	50% of the Unit Bid Price ⁽¹⁾
10 or greater	Remove and Replace ⁽²⁾

⁽¹⁾ Provide Structural Analysis for HDPE and metal pipe. Based on the structural analysis, pipe may be allowed to remain in place at the reduced unit price. ⁽²⁾ The Department may allow the pipe to remain in place with no pay to the Contractor in instances where it is in the best interest to the public and where the structural analysis demonstrates that the pipe should function adequately.

RIGID PIPE REMEDIATION TABLE PIPE	
Crack Width (inches)	Payment
≤ 0.1	100% of the Unit Bid Price
Greater than 0.1	Remediate or Replace ⁽¹⁾

(1) Provide the Department in writing a method for repairing the observed cracking. Do not begin work until the method has been approved.

6.0 PAYMENT. The Department will measure the quantity in linear feet of pipe to inspect. 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>
24814EC	Pipeline Inspection	Linear Foot
10065NS	Pipe Deflection Deduction	Dollars



Kentucky Transportation Cabinet
Division of Highway Design
TRAFFIC MANAGEMENT PLAN

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County: Floyd Item No.: 12-0191

Federal Project No.: FD52 036 023 012-014

Project Description:

US Safety Improvements from MP 12.7 to MP 13.8

Roadway Classification: Urban Rural
 Local Collector Arterial Interstate

ADT (current) 22,000 AM Peak Current _____ PM Peak Current _____ % Trucks 18%

Project Designation: Significant Other: _____

Traffic Control Plan Design:

Taper and Diversion Design Speeds 55 MPH

Minimum Lane Width 12 FT Minimum Shoulder Width _____

Minimum Bridge Width _____

Minimum Radius _____ Maximum Grade _____

Minimum Taper Length _____ Minimum Intersection Level of Service _____

Existing Traffic Queue Lengths _____ Projected Traffic Queue Lengths _____

Comments:



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TRAFFIC MANAGEMENT PLAN

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Item No. 12-0191

Discussion:

1) Public Information Plan			
a) Prepare with assistance from <input checked="" type="checkbox"/> KYTC or <input type="checkbox"/> _____			
b) Identify Trip Generators	N/A	f) Railroad Involvement	N/A
c) Identify Types of Road Users	N/A	g) Address Pedestrians, Bikes Mass Transit	N/A
d) Public Information Message	Referenced	h) Address Timing, Frequency, Updates, Effectiveness of Plan	N/A
e) Public Information Strategies to be used	Referenced	i) Police & Other Emergency Services	N/A



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Item No. 12-0191

2) Temporary Traffic Control Plan (For Each Phase of Construction)	
Phase I	
Exposure Control Measures	Positive Protection Measures
a) Is Road Closure Allowed Type: N/A	a) Address Drop Off Protection Criteria N/A
b) Detour Conditions N/A	b) Temporary Barrier Requirements Referenced
c) Working Hour Restrictions N/A	c) Evaluation of Existing Guardrail Conditions N/A
d) Holiday or Special Event Work Restrictions N/A	d) Address Temporary Drainage N/A
e) Evaluation of Intersection LOS N/A	Uniformed Law Enforcement Officers N/A
f) Evaluation of Queue Lengths N/A	Payment for Traffic Control*
g) Evaluation of User Costs and Incentives/Disincentives N/A	a) Method of Project Bidding Referenced
h) Address Pedestrians, Bikes, Mass Transit N/A	b) Special Notes Referenced
Work Vehicles and Equipment N/A	*Payment for traffic control items shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction
Comments:	
PHASE 1: 1. INSTALL CONSTRUCTION SIGNING AS SHOWN IN PHASE 1 MOT. 2. CONSTRUCT PROPOSED FRONTAGE ROAD FROM STATION 1+12 TO STATION 6+20, GRADE AND DRAIN ONLY.	



Kentucky Transportation Cabinet
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TRAFFIC MANAGEMENT PLAN

Item No. 12-0191

2) Temporary Traffic Control Plan (For Each Phase of Construction)	
Phase 2	
Exposure Control Measures	Positive Protection Measures
a) Is Road Closure Allowed Type: N/A	a) Address Drop Off Protection Criteria N/A
b) Detour Conditions N/A	b) Temporary Barrier Requirements Referenced
c) Working Hour Restrictions N/A	c) Evaluation of Existing Guardrail Conditions N/A
d) Holiday or Special Event Work Restrictions N/A	d) Address Temporary Drainage N/A
e) Evaluation of Intersection LOS N/A	Uniformed Law Enforcement Officers N/A
f) Evaluation of Queue Lengths N/A	Payment for Traffic Control*
g) Evaluation of User Costs and Incentives/Disincentives N/A	a) Method of Project Bidding Referenced
h) Address Pedestrians, Bikes, Mass Transit N/A	b) Special Notes Referenced
Work Vehicles and Equipment N/A	*Payment for traffic control items shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction
Comments:	
<p>PHASE 2:</p> <ol style="list-style-type: none"> 1. INSTALL CONSTRUCTION SIGNING AS SHOWN IN PHASE 2 MOT. 2. TIE IN PROPOSED FRONTAGE ROAD, GRADE AND DRAIN ONLY. 3. SHIFT TRAFFIC ONTO PROPOSED FRONTAGE ROAD AND CLOSE ENTRANCE RIGHT OF STATION 236+00 FROM US 23. 	



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TRAFFIC MANAGEMENT PLAN

Item No. 12-0191

2) Temporary Traffic Control Plan (For Each Phase of Construction)	
Phase 3	
Exposure Control Measures	Positive Protection Measures
a) Is Road Closure Allowed Type: Lane Closure	Referenced
b) Detour Conditions	N/A
c) Working Hour Restrictions	N/A
d) Holiday or Special Event Work Restrictions	N/A
e) Evaluation of Intersection LOS	N/A
f) Evaluation of Queue Lengths	N/A
g) Evaluation of User Costs and Incentives/Disincentives	N/A
h) Address Pedestrians, Bikes, Mass Transit	N/A
Work Vehicles and Equipment	N/A
	a) Address Drop Off Protection Criteria N/A b) Temporary Barrier Requirements Referenced c) Evaluation of Existing Guardrail Conditions N/A d) Address Temporary Drainage N/A Uniformed Law Enforcement Officers N/A Payment for Traffic Control* a) Method of Project Bidding Referenced b) Special Notes Referenced *Payment for traffic control items shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction
Comments:	
PHASE 3: 1. INSTALL CONSTRUCTION SIGNING AS SHOWN IN PHASE 3 MOT. 2. SHUT DOWN US 23 NORTHBOUND RIGH TLANE AND INSTALL NORTHBOUND US 23 RAMP STOP CONDITIONS. 3. START TRENCHING AND CONSTRUCT PROPOSED NORTHBOUND US 23 ACCELERATION LANE AND NORTHBOUND US 23US 23 RIGHT TURN LANE. 4. PAVE NORTHBOUND US 23 ACCELERATION LANE AND THE FRONTAGE ROAD. 5. CONSTRUCT BARRIER WALL ALONG NORTHBOUND US 23. 6. INSTALL GUARDRAIL ON NORTHBOUND US 23 AND FRONTAGE ROAD.	



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Item No. 12-0191

2) Temporary Traffic Control Plan (For Each Phase of Construction)	
Phase 4	
Exposure Control Measures	Positive Protection Measures
a) Is Road Closure Allowed Type: N/A	a) Address Drop Off Protection Criteria N/A
b) Detour Conditions N/A	b) Temporary Barrier Requirements N/A
c) Working Hour Restrictions N/A	c) Evaluation of Existing Guardrail Conditions N/A
d) Holiday or Special Event Work Restrictions N/A	d) Address Temporary Drainage N/A
e) Evaluation of Intersection LOS N/A	Uniformed Law Enforcement Officers N/A
f) Evaluation of Queue Lengths N/A	Payment for Traffic Control*
g) Evaluation of User Costs and Incentives/Disincentives N/A	a) Method of Project Bidding Referenced
h) Address Pedestrians, Bikes, Mass Transit N/A	b) Special Notes Referenced
Work Vehicles and Equipment N/A	*Payment for traffic control items shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction
Comments:	
PHASE 4: 1. INSTALL CONSTRUCTION SIGNING AS SHOWN IN PHASE 4 MOT. 2. RELOCATE THE GAS AND WATER UTILITIES THAT WILL NOT IMPACT TRAFFIC ON TOWN BRANCH ROAD.	



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TRAFFIC MANAGEMENT PLAN

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Item No. 12-0191

2) Temporary Traffic Control Plan (For Each Phase of Construction)	
Phase 5	
Exposure Control Measures	Positive Protection Measures
a) Is Road Closure Allowed Type: Road Closure Referenced	a) Address Drop Off Protection Criteria N/A
b) Detour Conditions Referenced	b) Temporary Barrier Requirements Referenced
c) Working Hour Restrictions N/A	c) Evaluation of Existing Guardrail Conditions N/A
d) Holiday or Special Event Work Restrictions N/A	d) Address Temporary Drainage N/A
e) Evaluation of Intersection LOS N/A	Uniformed Law Enforcement Officers N/A
f) Evaluation of Queue Lengths N/A	Payment for Traffic Control*
g) Evaluation of User Costs and Incentives/Disincentives N/A	a) Method of Project Bidding Referenced
h) Address Pedestrians, Bikes, Mass Transit N/A	b) Special Notes Referenced
Work Vehicles and Equipment N/A	*Payment for traffic control items shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction
Comments:	
<p>PHASE 5:</p> <ol style="list-style-type: none"> 1. INSTALL CONSTRUCTION SIGNING AS SHOWN IN PHASE 5 MOT. 2. ROAD CLOSURE OF TOWN BRANCH ROAD. 3. CONSTRUCT PROPOSED TOWN BRANCH ROAD TEMPLATE FROM STATION 50+83 TO STATION 52+53 THAT WILL NOT IMPACT US 23 TRAFFIC. GRADE AND DRAIN ONLY. 	



Kentucky Transportation Cabinet
Division of Highway Design
TRAFFIC MANAGEMENT PLAN

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2) Temporary Traffic Control Plan (For Each Phase of Construction)	
Phase 6	
Exposure Control Measures	Positive Protection Measures
a) Is Road Closure Allowed Type: Lane Closure	Referenced
b) Detour Conditions	N/A
c) Working Hour Restrictions	N/A
d) Holiday or Special Event Work Restrictions	N/A
e) Evaluation of Intersection LOS	N/A
f) Evaluation of Queue Lengths	N/A
g) Evaluation of User Costs and Incentives/Disincentives	N/A
h) Address Pedestrians, Bikes, Mass Transit	N/A
Work Vehicles and Equipment	N/A
Uniformed Law Enforcement Officers N/A	
Payment for Traffic Control*	
a) Method of Project Bidding Referenced	
b) Special Notes Referenced	
*Payment for traffic control items shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction	
Comments: PHASE 6: <ol style="list-style-type: none"> 1. INSTALL CONSTRUCTION SIGNING AS SHOWN IN PHASE 6 MOT. 2. SHUT DOWN US 23 NORTHBOUND RIGHT LANE. 3. CONSTRUCT REMAINING PROPOSED TEMPLATE OF TOWN BRANCH ROAD. 4. REMOVE PAVEMENT FROM ENTRANCE TO BULL CREEK TRADE CENTER AND INSTALL DOUBLE SIDED GUARDRAIL. 5. MILL AND RESURFACE US 23 RIGHT TURN LANE. 6. CONSTRUCT TEMPLATE FRO US 23/TOWN BRANCH ROAD ACCELERATION LANE. 7. PAVE NORTHBOUND US 23 ACCELERATION LANE AND TOWN BRANCH ROAD. 	



Kentucky Transportation Cabinet
Division of Highway Design
TRAFFIC MANAGEMENT PLAN

Item No. 12-0191

APPROVAL:

Samuel S. Hale

7/16/2024

Project Manager

Date

[Signature]

07/22/2024

Project Delivery and Preservation Manager

Date

Mandy Coleman

7/17/2024

Engineering Support Manager

Date

FHWA Representative

Date

Revisions to the TMP require review/approval by the signatories.



KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF RIGHT OF WAY & UTILITIES

TC 62-226
Rev. 01/2016
Page 1 of 1

RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION			
ITEM #		COUNTY		PROJECT # (STATE)		PROJECT # (FEDERAL)	
12-191.00		Floyd		12F0 FD52 036 8682101R		NH 0231148	
PROJECT DESCRIPTION							
IMPROVE SAFETY AND ACCESS ON US-23 BETWEEN KY-80 AND KY-3384.(12CCR)							
<input type="checkbox"/> No Additional Right of Way Required							
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.							
<input checked="" type="checkbox"/> Condition # 1 (Additional Right of Way Required and Cleared)							
All necessary right 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. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.							
<input type="checkbox"/> Condition # 2 (Additional Right of Way Required with Exception)							
The right of way has 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. 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. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract							
<input type="checkbox"/> Condition # 3 (Additional Right of Way Required with Exception)							
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation 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.							
Total Number of Parcels on Project		2		EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired							
Signed Deed		2					
Condemnation		0					
Signed ROE		0					
Notes/ Comments (Use Additional Sheet if necessary)							
LPA RW Project Manager				Right of Way Supervisor			
Printed Name				Printed Name		Joe Tackett	
Signature				Signature		<i>Joe Tackett</i>	
Date				Date		3-4-2022	
Right of Way Director				FHWA			
Printed Name		2022.03.04		Printed Name			
Signature		<i>Charles Hoke</i> 08:57:10		Signature		No Signature Required as per FHWA-KYTC Current Stewardship Agreement	
Date		-05'00'		Date			

UTILITIES AND RAIL CERTIFICATION NOTE

Floyd County
000NH0231148
FD52 036 8682101U
Mile point: 12.775 TO 13.775
IMPROVE SAFETY AND ACCESS ON US-23 BETWEEN KY-80 AND KY-3384.(12CCR)
ITEM NUMBER: 12-191.00

PROJECT NOTES ON UTILITIES

The contractor should be aware that there is UTILITY WORK INCLUDED IN THIS ROAD CONSTRUCTION CONTRACT. The Contractor shall review the GENERAL UTILITY NOTES AND INSTRUCTIONS which may include KYTC Utility Bid Item Descriptions, utility owner supplied specifications, plans, list of utility owner preapproved subcontractors, and other instructions. Utility contractors may be added via addendum if KYTC is instructed to do so by the utility owner. Potential contractors must seek prequalification from the utility owner. Any revisions must be sent from the utility owner to KYTC a minimum of one week prior to bid opening.

For all projects under 2000 Linear feet which require a normal excavation locate request pursuant to KRS 367.4901-4917, the awarded contractor shall field mark the proposed excavation or construction boundaries of the project (also called white lining) using the procedure set forth in KRS 367.4909(9)(k). For all projects over 2000 linear feet, which are defined as a "Large Project" in KRS 367.4903(18), the awarded contractor shall initially mark the first 2000 linear feet minimally of proposed excavation or construction boundaries of the project to be worked using the procedure set forth in KRS 367.4909(9)(k). This temporary field locating of the project excavation boundary shall take place prior to submitting an excavation location request to the underground utility protection Kentucky Contact Center. For large projects, the awarded contractor shall work with the impacted utilities to determine when additional white lining of the remainder of the project site will take place. This provision shall not alter or relieve the awarded contractor from complying with requirements of KRS 367.4905 to 367.4917 in their entirety.

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

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 utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless

UTILITIES AND RAIL CERTIFICATION NOTE

Floyd County
000NH0231148
FD52 036 8682101U
Mile point: 12.775 TO 13.775
IMPROVE SAFETY AND ACCESS ON US-23 BETWEEN KY-80 AND KY-3384.(12CCR)
ITEM NUMBER: 12-191.00

specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

NOTE: DO NOT DISTURB THE FOLLOWING FACILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS

Inter-Mountain Cable – CATV- - Have completed their relocation

Ledcor - Communication- Have completed their relocation

AT&T - KY - Telephone- Have completed their relocation

Prestonsburg City Utilities Commission - Sewer- Have completed their relocation

Prestonsburg City Utilities Commission - Natural Gas - Have completed their relocation

Big Sandy RECC – Power - Have completed their relocation

The contractor shall arrange a on-site meeting with DGOC and PCUC to discuss location of all underground utilities. This meeting should be held 1-2 weeks prior to starting construction.

UTILITIES AND RAIL CERTIFICATION NOTE

Floyd County
 000NH0231148
 FD52 036 8682101U
 Mile point: 12.775 TO 13.775
IMPROVE SAFETY AND ACCESS ON US-23 BETWEEN KY-80 AND KY-3384.(12CCR)
 ITEM NUMBER: 12-191.00

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

THE FOLLOWING FACILITY OWNERS ARE RELOCATING/ADJUSTING THEIR FACILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

Diversified Gas & Oil will begin their gas line relocation on or about August 1, 2024. Construction will take approximately 30 days to complete.

THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE OWNER OR THEIR SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

Not Applicable

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

Prestonsburg City Utilities Commission have a water and gas lines to be relocated as part of the road contract. The contractor shall notify PCUC one week prior to starting work in this area. This will allow the company, or their consultant set up onsite inspection.

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement Rail Involved Rail Adjacent

UTILITIES AND RAIL CERTIFICATION NOTE

Floyd County
000NH0231148
FD52 036 8682101U
Mile point: 12.775 TO 13.775
IMPROVE SAFETY AND ACCESS ON US-23 BETWEEN KY-80 AND KY-3384.(12CCR)
ITEM NUMBER: 12-191.00

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
AT&T - KY - Telephone	29 Willis Branch Prestonsburg KY 41653	Jack Salyer	6064249328	js2299@att.com
Big Sandy RECC - Electric	504 11th St Paintsville KY 41240	Jeff Prater	6067894095	jprater@bigsandyrecc.com
Diversified Gas & Oil Coporation, PLC - Natural Gas	P.O. BOX 3878 Pikeville KY 41501	Craig Blackburn	6062983400	CBlackburn@dgoc.com
Inter-Mountain Cable - CATV	20 Laynesville Rd. Harold KY 41635	Roy Harlow	6064796222	rharlow@gearheart.com
Ledcor - Communication	Ledcor Lexington Ky 40511	Roger Castle	8590000000	roger.castle@ledcor.com
Prestonsburg City Utilities Commission - Natural Gas	2560 S. Lake Dr. Prestonsburg KY 41653	Brian Music	6068866871	bmpcuc@bellsouth.net
Prestonsburg City Utilities Commission - Sewer	2560 S. Lake Dr. Prestonsburg KY 41653	Brian Music	6068866871	bmpcuc@bellsouth.net
Prestonsburg City Utilities Commission - Water	2560 S. Lake Dr. Prestonsburg KY 41653	Brian Music	6068866871	bmpcuc@bellsouth.net

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Standard Gas Bid Item Descriptions

THESE BID ITEM DESCRIPTIONS SHALL SUPERCEDE ANY BID ITEM DESCRIPTIONS CONTAINED IN UTILITY OWNER SUPPLIED SPECIFICATIONS PROVIDED ELSEWHERE IN THIS PROPOSAL.

BOLLARDS This item is for payment for furnishing and installing protective guard posts at above ground utility installations. A bollard may consist of, but not limited to, a steel post set in concrete or any other substantial post material. This item shall include all labor, equipment, and materials needed for complete installation of the bollard, as specified by the utility owner specifications and plans. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

Note: A bid code for this item has been established in standard roadway bid items and shall be used for payment of this item. The bid code is 21341ND.

G CAP EXISTING MAIN This item shall include the specified cap, labor, equipment, excavation, backfill, and restoration required to install a steel or polyethylene/plastic cap on an existing main, when the main is to be left in service at the location shown on the plans or as directed, in accordance with the specifications. This item is not to be paid to cap new main installations or mains that are to be abandoned. Caps on new mains are to be considered incidental to the new main, as are other fittings on new mains, and are not to be paid under this item. All caps on existing mains shall be paid under this one bid item included in the contract, regardless of size or material. No separate bid items will be established for size or material variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

Plugging of existing abandoned mains shall be performed and paid in accordance with Section 708.03.05 of KYTC Standard Specifications for Road and Bridge Construction, using Bid code 01314, Plug Pipe.

G DIRECTIONAL BORE Payment under this item is made whenever the plans or specifications specifically show directional boring is to be utilized, in order to minimize the impact of open-cut for the installation of gas main under streets, creeks, etc. Payment under this item shall include the specified bore pipe, labor, and equipment. No separate payment shall be made for bore pipe installed in the bore, whether used as a carrier pipe or an encasement of a separate carrier pipe. Carrier pipe and peripherals required to be installed within a bore pipe shall be paid separately under pipe items. Payment under this item shall be for all sizes of bores and not be size specific. No separate bid items will be established for bore size variations. The bore pipe sizes to be included under this item shall be those shown on the plans and/or in the specifications. This bid item shall also include the cost of pre and/or post directional bore video inspection of adjacent sanitary and storm sewer mains, manholes, and laterals, when the utility specifications associated with the contract require such video inspection. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

G ELECTRONIC ID MARKER This bid item is to pay for labor, equipment, computer programming, and installation of an electronic ID marker at the locations shown on the plans, or as directed by the engineer. The marker may be in the form of a ball, disk, cylinder, post, or other shape as required by specification and may be buried, at-grade, or above-grade, as specified. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. Paid EACH (EA) when complete.

NOTE: This bid item is not for payment of standard non-electronic markers or monuments. A separate "Line Marker" bid item is established for this purpose.

G ENCASUREMENT STEEL BORED This item shall include the steel encasement pipe size as specified on the plans and in the specifications, excavation, bore pit shoring in compliance with all federal, state, local, and utility owner requirements, casing spacers, end seals, vents, backfill, labor, and equipment to bore and install the encasement complete and ready-for-use in accordance with the plans and specifications. The size shall be the measured internal diameter of the encasement pipe. The sizes of encasement to be paid under the size ranges specified in the bid items shall be as follows:

- Range 1 = All encasement sizes greater than 2 inches to and including 6 inches
- Range 2 = All encasement sizes greater than 6 inches to and including 10 inches
- Range 3 = All encasement sizes greater than 10 inches to and including 14 inches
- Range 4 = All encasement sizes greater than 14 inches to and including 18 inches
- Range 5 = All encasement sizes greater than 18 inches to and including 24 inches
- Range 6 = All encasement sizes greater than 24 inches

Payment under this bid item shall not include the carrier pipe. Carrier pipe shall be paid under a separate bid item. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

Note: Encasement sizes of 2 inches internal diameter or less shall not be paid separately; but, shall be considered incidental to the carrier pipe.

G ENCASUREMENT STEEL OPEN CUT This item shall include the steel encasement pipe size as specified on the plans and in the specifications, excavation, shoring in compliance with all federal, state, local, and utility owner requirements, casing spacers, end seals, vents, backfill, labor, and equipment to open cut and install the encasement complete and ready-for-use in accordance with the plans and specifications. The size shall be the measured internal diameter of the encasement pipe. The size encasement to be paid under the size ranges specified in the bid items shall be as follows:

- Range 1 = All encasement sizes greater than 2 inches to and including 6 inches
- Range 2 = All encasement sizes greater than 6 inches to and including 10 inches
- Range 3 = All encasement sizes greater than 10 inches to and including 14 inches
- Range 4 = All encasement sizes greater than 14 inches to and including 18 inches
- Range 5 = All encasement sizes greater than 18 inches to and including 24 inches
- Range 6 = All encasement sizes greater than 24 inches

Payment under this bid item shall not include the carrier pipe. Carrier pipe shall be paid under a separate bid item. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

Note: Encasement sizes of 2 inches internal diameter or less shall not be paid separately; but, shall be considered incidental to the carrier pipe.

G FARM TAP AND REGULATOR This item is for the installation of gas service tap and regulator assembly on a gas transmission main. This item shall include excavation, labor, equipment, all tapping, piping, fittings, and regulator materials to install the farm tap and regulator assembly, complete and ready-for-use, in accordance with the plans, specifications, and standard drawings. Only one pay item has been established for Farm Tap and Regulator installations. Payment shall be made under this item regardless of farm tap service and regulator size. No separate pay items will be established for size variation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

G LINE MARKER This item is for payment for furnishing and installing a gas utility line marker as specified by the utility owner specifications and plans. A line marker may consist of a post or monument of whatever materials specified and shall include markings and/or signage on same as specified by plans or specifications. This item shall include all labor, equipment, and materials needed for complete installation of the marker. This item shall be paid EACH (EA) when complete.

NOTE: This bid item is not for payment of “Electronic ID Markers”. Electronic ID Markers are paid under a separate bid item.

G MAIN ABANDON This bid item is for payment of abandonment of gas mains that are to be left in place, as shown on plans and only when nitrogen purge is to be employed. If the main is to be left in place without nitrogen purge, no payment shall be made under this item. All work shall be done in accordance with the plans, specifications, and all pipeline safety regulations. This bid item is for all work to abandon and nitrogen purge gas main, regardless of size or length. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid LUMP SUM (LS) for the entire project when complete.

Plugging of existing abandoned mains shall be performed and paid in accordance with Section 708.03.05 of KYTC Standard Specifications for Road and Bridge Construction, using Bid code 01314, Plug Pipe.

Any pipe requiring removal that does not require disposal as hazardous waste will be considered incidental to roadway excavation.

G MAIN POINT RELOCATE This item is intended for payment for horizontal and/or vertical relocation of a short length of an existing main at the locations shown on the plans. Payment under this item is to be made only when the pipe must be cut to accomplish the relocation. This bid item is to be used to relocate an existing gas main at point locations, such as to clear a conflict at a proposed drainage structure, pipe, or any other similar short relocation situation. All new materials are to be used. The materials provided shall be of the same type and specifications as those that exist or as specified in plans and specifications. This item includes replacement of tracing wire, pipe, fittings, labor, equipment, excavation, shoring in compliance with all federal, state, local, and utility owner requirements, bedding, backfill, restoration, etc., required to complete the relocation of main at the locations shown on the plans, or as directed, in accordance with the specifications and standard drawings, complete and ready-for-use. For steel pipe, this bid item shall include corrosion coating of the pipe as needed, replacement or relocation of all cathodic protection anodes, lead wire, test boxes or stations, and any accessories. Substitution of alternative materials shall be approved by the engineer in advance on a case-by-case basis. Payment under this item shall be for each location requiring an existing main to be relocated horizontally or vertically, regardless of pipe size or relocation length. No separate pay items will be established for pipe size variations or relocation segment length variations. No additional payment will be made for rock excavation. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. Main Point Relocate shall not be paid on a linear feet basis; but shall be paid EACH (EA) at each location when complete and placed in service.

G MAIN RELOCATE/LOWER IN-PLACE This item is intended for payment for horizontal and/or vertical relocation of an existing steel or polyethylene/plastic main at the locations shown on the plans, where the main has sufficient slack that it can be relocated without cutting the pipe. This bid item is to be used to relocate an existing gas main to clear a conflict at a proposed drainage structure, pipe, road subgrade, or any other similar relocation situation. This item includes replacement of tracing wire, labor, equipment, excavation, shoring in compliance with all federal, state, local, and utility owner requirements, bedding, backfill, restoration, etc., required to complete the relocation of the main at the locations shown on the plans, or as directed, in accordance with the specifications and standard drawings, complete and ready-for-use. For steel pipe, this bid item shall include corrosion recoating of the pipe as needed, replacement or relocation of all cathodic protection anodes, lead wire, test boxes or stations, and any accessories. This bid item shall include material and placement of flowable fill under existing and proposed pavement, and wherever else specified on the plans or in the specifications. Measurement of quantities under this item shall be from end to end of exposed pipe. Payment shall be made under this item regardless of pipe size to be relocated. No separate bid items are provided for varying pipe sizes. No additional payment will be made for rock excavation. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid LINEAR FEET

(LF) when complete.

G METER AND REGULATOR This bid item description shall be used for all meter and regulator bid items of every size, except those defined as “Special”. These pay items are for all labor, equipment, and materials needed for the installation of a service meter and regulator assembly at the locations shown on the plans, or as directed by the engineer in accordance with specifications and standard drawings, complete and ready-for-use. Materials to be provided under this bid item shall include, but are not limited to: meter, regulator, piping, fittings, building anchoring brackets, and hardware needed to create and install the assembly. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

G PIPE This description shall apply to all polyethylene/plastic and steel pipe bid items of every size and type to be used as gas main, except those bid items defined as “Special”. This item includes the pipe specified by the plans and specifications, all fittings (including, but not limited to: bends, tees, reducers, plugs, and caps), tracing wire with test boxes (if required by specifications), corrosion protective coatings of steel pipe and fittings, labor, equipment, excavation, shoring in compliance with all federal, state, local, and utility owner requirements, bedding, restoration, pressure testing, backfill, etc., required to install the specified new pipe and new fittings at the locations shown on the plans, or as directed, in accordance with the specifications and standard drawings, complete and ready-for-use. For steel pipe, this bid item shall include all cathodic protection anodes, lead wire, test boxes or stations, and any accessories. No additional payment will be made for rock excavation. This bid item shall include material and placement of flowable fill under existing and proposed pavement, and wherever else specified on the plans or in the specifications. This bid item shall also include the cost of pre and/or post directional bore gas installation video inspection of adjacent sanitary and storm sewer mains, manholes, and laterals, when the utility specifications associated with the contract require such video inspection. Measurement of quantities under this item shall be through valves (including horizontal measurements through above grade valves), fittings, encasements, and directional bores (only when a separate carrier pipe is specified within the directional bore pipe). Measurements shall be further defined to be to the center of tees at branch mains, at tie-ins at the point where new pipe or fittings contacts existing pipe, to the outside face of vault or structure walls, or to the point of main termination at dead ends. No separate payment will be made under pipe items when the directional bore pipe is the carrier pipe. No additional payment will be made for rock excavation. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

G PIPE HAZARDOUS WASTE DISPOSAL This bid item is to be paid only when there is abandoned gas pipe that must be removed and disposed of as hazardous waste due to either internal contamination and/or hazardous external coatings. This item shall include all labor, equipment, excavation, shoring in compliance with all federal, state, local, and utility owner requirements, materials needed for removal and disposal of the pipe, and backfill. All work shall be performed by trained and certified personnel, in accordance with all environmental and pipeline laws and regulations. Any and all pipe removed shall be paid under one bid item included in the contract, regardless of size. No separate bid items will be established for size variations. Method of measurement shall be from end to end of each pipe section removed from the site. Any pipe removed that does not require disposal as hazardous waste shall not be paid under this item but shall be considered incidental to roadway construction. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

G REGULATOR STATION Includes all labor, equipment, materials, and restoration to install a new gas regulator station, as indicated on plans and on standard drawings, complete and ready-for-use. Only one pay item has been established for regulator station installations. Payment shall be made under this item

regardless of regulator station size. No separate pay items will be established for size variation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

NOTE: This item is to be used to pay for regulator stations to reduce the pressure of gas from a higher pressure main to feed a lower pressure main. This item is not to be used to pay for regulators used on individual customer service lines.

G SERVICE LONG SIDE This bid item description shall apply to all service line installations of every size bid, up to and including 2-inch inside diameter, except those service bid items defined as "Special". This item includes the specified piping material, main tap, coupling for connecting the new piping to the surviving existing piping, encasement of 2 inches or less internal diameter (if required by plan or specifications), labor, equipment, excavation, shoring in compliance with all federal, state, local, and utility owner requirements, backfill, testing, and restoration at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready-for-use. This bid item is to pay for service installations where the ends of the service connection are on opposite sides of the public roadway, and the service line crosses the centerline of the public roadway as shown on the plans. The length of the service line is not to be specified. Payment under this item shall not be restricted by a minimum or maximum length. The contractor shall draw his own conclusions as to the length of piping that may be needed. Payment under this item shall include boring, jacking, or excavating across the public roadway for placement. Placement of a service across a private residential or commercial entrance alone shall not be reason to make payment under this item. Private or commercial entrances shall not be considered a public roadway in defining payment under this item. This pay item does not include installation or relocation of meters. Meters will be paid separately. New service line installations shall be installed to the length required to accommodate the road work; but shall not extend beyond the road right-of-way, temporary roadway easement, or permanent gas easement line, whichever is greatest. Any service replacement found to be needed beyond project limits will need to be accomplished by the utility owner, in consultation with the property owner. Service line replacement beyond project limits is not to be performed as part of road contract work. This bid item shall also include the cost of pre and/or post directional bore gas installation video inspection of adjacent sanitary and storm sewer mains, manholes, and laterals, when the utility specifications associated with the contract require such video inspection. No additional payment will be made for rock excavation or for special bedding required in rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

G SERVICE SHORT SIDE This bid item description shall apply to all service line installations of every size up to and including 2-inch internal diameter, except those service bid items defined as "Special". This item includes installation of the specified piping material of the size specified on plans, encasement of 2 inches or less internal diameter (if required by plan or specifications), main tap, coupling for connecting the new piping to the surviving existing piping, labor, equipment, excavation, shoring in compliance with all federal, state, local, and utility owner requirements, backfill, testing, and restoration at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready-for-use. This bid item is to pay for service installations where both ends of the service connection are on the same side of the public roadway, or when an existing service crossing a public roadway will remain and is being extended, reconnected, or relocated, with all work on one side of the public roadway centerline, as shown on the plans. The length of the service line is not to be specified and shall not be restricted to any minimum or maximum length. Payment shall be made under this item even if the service crosses a private residential or commercial entrance, but not a public roadway. Private or commercial entrances shall not be considered a public roadway in defining payment under this item. The contractor shall draw his own conclusions as to the length of piping that may be needed. This pay item does not include installation or relocation of meters. Meters will be paid separately. New service line installations shall be installed to the length required to accommodate the road work; but not extend beyond the road right-of-way, temporary roadway easement, or permanent gas easement line, whichever is greatest.

Any service replacement found to be needed beyond project limits will need to be accomplished by the utility owner, in consultation with the property owner. Service line replacement beyond project limits is not to be performed as part of road contract work. This bid item shall also include the cost of pre and/or post directional bore gas installation video inspection of adjacent sanitary and storm sewer mains, manholes, and laterals, when the utility specifications associated with the contract require such video inspection. No additional payment will be made for rock excavation or for bedding required in rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

G SERVICE RELOCATE This item is for the relocation of an existing gas service line where a meter is not involved, and where an existing service line has sufficient slack, such that it can easily be adjusted by excavating alongside and moving the line horizontally and/or vertically a short distance, without cutting the service line, to avoid conflicts with road construction. This item shall include excavation, shoring in compliance with all federal, state, local, and utility owner requirements, labor, equipment, bedding, and backfill to relocate the line in accordance with the plans and specifications, complete and ready- for-use. Payment under this item shall be for each location requiring relocation. Payment shall be made under this item regardless of service size or relocation length. No separate pay items will be established for size or length variation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

G SERVICE TEST AND RELIGHT This work includes all labor, equipment, and materials for turning off and on a gas service line, testing the service for leaks, relighting pilots on customer appliances. This item also includes separating existing service facilities for testing, air testing, and re-connecting the meter set. All work is to be performed according to utility owner approved specifications and procedures. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

G TIE-IN This bid description shall be used for all polyethylene/plastic or steel gas main tie-in bid items of every size, except those that include a temporary bypass or are defined as "Special". This item includes all labor, equipment, excavation, shoring in compliance with all federal, state, local, and utility owner requirements, fittings, sleeves, reducers, couplings, restoration, testing, and backfill required to make the gas main tie-in as shown on the plans, and in accordance with the specifications, complete and ready-for-use. Pipe for tie-ins shall be paid under separate bid items. No additional payment will be made for rock excavation. This bid item shall also include material and placement of flowable fill backfill under existing and proposed pavement, and wherever else specified on the plans or in the specifications. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

When this bid item is used, no separate payment is to be made under GAS TIE-IN EXCAVATION AND BACKFILL, GAS TIE-IN PIPE PREPARATION, and GAS TIE-IN SHORING bid items since these efforts are incidental to the above G TIE-IN bid description.

G TIE-IN EXCAVATION AND BACKFILL This bid item is for payment for only the excavation and backfill services of utility owner performed tie-ins. This bid item is employed due to utility owner request for excavation, shoring, and backfill assistance. Shoring for tie-in excavation shall be considered incidental to this bid item. Shoring shall be provided to whatever extent required to be in compliance with all federal, state, local, and utility owner requirements to protect all workers including utility owner workers. The shoring shall be left in place until the tie-in is made by the utility owner regardless of how much time that may be. The contractor shall draw his own conclusions on how long the shoring may need to be left in place at each locaiton. No separate payment will be made for rock excavation. The excavation shall be made to the dimensions required by the utility owner regardless of the materials encountered. This bid item shall also include disposal of excavated material deemed to be unsuitable for

backfill, procurement of suitable backfill material as required by specification or on plans, compaction and restoration. Backfill materials to be provided by the contractor may consist of, but is not limited to, sand or flowable fill as may be required. Payment under this item shall be by volume of actual excavation measured in the field. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be measured and paid by CUBIC YARD (CY) when complete.

Payment shall not be made under this item if the entirety of the tie-in is being performed by the contractor and is being paid under a G TIE-IN bid item contained in the contract. Excavation, and backfill for pipe tie-ins being made entirely by the contractor is considered incidental to G TIE-IN bid items contained in the contract.

G TIE-IN PIPE PREPARATION This bid item is for the gas contractor to make ready all polyethylene/plastic and/or steel tie-in fittings and piping short of cutting of the existing main. Separate bid items are provided for polyethylene/plastic mains and steel mains. No separate bid items are provided for size variations or on an individual location basis. Only separate bid items for two material type are provided. Payment is to be made under these items when the gas utility owner is to make the final cut-in of the existing main and tying of the new main to the existing main. One lump sum item is provided for the combined entirety of all polyethylene/plastic tie-in preparations on a project and one lump sum item is provided for the combined entirety of all steel tie-in preparations on a project. This item shall include fusing or welding of all pipe and fittings needed to make the tie-in location ready for completion by the utility owner. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's specifications shall be referenced. This item shall be paid LUMP SUM (LS) for the entirety of the project for each material type when complete.

Payment shall not be made under this item if the entirety of the tie-in is being performed by the contractor and is being paid under a G TIE-IN bid item contained in the contract. Tie-in pipe preparation for tie-ins being made entirely by the contractor is considered incidental to G TIE-IN bid items contained in the contract.

G TIE-IN W/BYPASS This bid description shall be used for all polyethylene/plastic or steel gas main tie-in bid items that include temporary bypass of every size, except those defined as "Special". This item includes all labor, equipment (including tapping, stopple, and/or squeeze equipment), excavation, shoring in compliance with all federal, state, local, and utility owner requirements, permanent and temporary fittings (including, but not limited to: tees, split tees, bends, reducers, plugs, caps, and couplings), temporary bypass piping, restoration, testing, and backfill required to make the gas main tie-in with temporary bypass as shown on the plans, and in accordance with the specifications, complete and ready-for-use. Mainline pipe for tie-ins shall be paid under separate bid items. This bid item shall also include material and placement of flowable fill backfill under existing and proposed pavement, and wherever else specified on the plans or in the specifications. No additional payment will be made for rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

The tie-in size reflected in the bid item reflects the nominal internal diameter size of the existing main gas line being tied-in, not the bypass pipe size.

G VALVE This description shall apply to all buried valves of every size and type required in the plans and specifications, except those bid items defined as "Special". Payment under this description is to be for gas valves being installed with new main. This item includes: the valve as specified in the plans and specifications, protective coating and corrosion protection, labor, equipment, excavation, valve box and valve stem extensions, backfill, restoration, testing, etc., required to install the specified valve at the location shown on the plans, in accordance with the specifications and standard drawings, complete and ready-for-use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

G VALVE ABOVE GRADE This description shall apply to all above grade valve assemblies of every size and type required in the plans and specifications, except those bid items defined as “Special”. Payment under this description is to be for above grade gas valves being installed with new main. This item includes the above grade valve, pipe, and fittings as specified in the plans, specifications, and standard drawings. This bid items shall also include protective coating and corrosion protection, labor, equipment, excavation, backfill, restoration, testing, etc., required to install the specified above grade valve at the location shown on the plans, in accordance with the specifications and standard drawings, complete and ready-for-use. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

G VALVE BOX ADJUST This item includes all labor, equipment, valve box and valve stem extensions (if required), excavation, backfill, concrete pad around valve box (when specified in specifications or plans), restoration, etc. to adjust the top of the box to finished grade, complete and ready-for-use. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

G VALVE BOX REMOVE This item includes all labor, equipment, restoration materials, disposal and any other effort for removal of a valve box, leaving the valve in place. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

G VALVE REMOVE This item includes all labor, equipment, and restoration materials for cutting of existing pipe and any other effort necessary for total removal of an existing valve and valve box. This bid item shall include disposal of the valve and box, unless plans or specifications state the valve and box are to be salvaged and delivered to the utility owner for reuse. No separate pay items are to be established for size variations. All valve removals, regardless of size, shall be paid under this one pay item. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

If plugging of existing abandoned mains is needed after valve removal, the work shall be performed and paid in accordance with Section 708.03.05 of KYTC Standard Specifications for Road and Bridge Construction, using Bid code 01314, Plug Pipe.

G WELD X-RAY INSPECTION This description shall apply to all radiographic x-ray inspections of steel pipe joints of every size, within the pipe size ranges given in the bid item text. This bid includes all labor, equipment, and materials to assess the acceptability of the weld in order to comply with specifications, industry and regulatory standards. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) for each pipe joint inspected.

Chapter 15.75 GENERAL SPECIFICATIONS FOR GAS SERVICE

SPECIAL NOTE: Contractor is to verify all materials and appurtenances with Prestonsburg City's Utilities prior to submission of bid. Contractor must obtain approval of materials list from Prestonsburg City's Utilities. Failure to do so will not result in a change request for additional money.

15.75.010 General.

This chapter defines the general requirements for gas service to be designed and built by the developer, subdivider, owner, or contractor for all types of construction (to include residential, commercial, industrial, and professional office).

A. All pipeline installation shall be in accordance with [49](#) CFR Part [192](#) and ASME B31.8. Any discrepancy in the two shall favor the wording of [49](#) CFR Part [192](#). All installation must be coordinated with the Prestonsburg City's Utilities Commission and the Engineer.

B. Welding Steel Piping (if applicable). Piping shall be welded in accordance with qualified procedures using performance-qualified welders and welding operators. Procedures and welders shall be qualified in accordance with ASME 17. Welding procedures qualified by others, and welders and welding operators qualified by another employer, may be accepted as permitted by ASME B31.1. The engineer shall be notified at least 24 hours in advance of tests and the tests shall be performed at the work site if practicable. The engineer shall be furnished with a copy of qualified procedures and a list of names and identification symbols of qualified welders and welding operators. The welder or welding operator shall apply his assigned symbol near each weld he makes as a permanent record.

C. Jointing Polyethylene Piping. Piping shall be joined by performance-qualified joiners using qualified procedures in accordance with AGA-01. Manufacturer's prequalified joining procedures shall be used. All joints shall be inspected by a qualified inspector in the joining procedures being used in accordance with AGA-01. Joiners and inspectors shall be qualified at the job site by a person who has been trained and certified by the manufacturer of the pipe to train and qualify joiners and inspectors in each joining procedure to be used on the job. Training will include use of equipment, explanation of the procedure and successfully making joints which pass tests specified in AGA-01. The contractor shall submit a copy of the training procedure and qualification of the trainer for approval of the engineer. The engineer shall be notified at least 24 hours in advance of the date to qualify joiners and

inspectors. The contractor shall provide the engineer a copy report of each inspector's and joiner's training and test results.

D. Standard Products. Materials and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of the products and shall essentially duplicate items that have been in satisfactory use for at least two years prior to bid opening. Asbestos or products containing asbestos shall not be used. Equipment shall be supported by a service organization that is, in the opinion of the engineer, reasonably convenient to the site. Valves, flanges, and fittings shall be marked in accordance with MSS SP-25.

E. Verification of Dimensions. The contractor shall become familiar with all details of the work, verify all dimensions in the field, and shall advise the engineer of any discrepancy before performing the work.

F. Handling. When shipping, delivering, and installing, pipe and components shall be handled carefully to ensure a sound, undamaged condition. Particular care shall be taken not to damage pipe coating. No pipe or material of any kind shall be placed inside another pipe or fitting after the coating has been applied, except as specified in EMMC [15.75.110](#), Installation. Plastic pipe shall be handled in conformance with AGA-01.

G. The publications listed below form a part of this chapter to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN GAS ASSOCIATION (AGA)

AGA (1985) A.G.A. Plastic Pipe
Manual for Gas Services

AMERICAN NATIONAL STANDARDS
INSTITUTE, INC. (ANSI)

ANSI (1983) Pipe Threads, General
B1.20.1 Purpose (Inch)

ANSI (1980) Forged Steel Fittings,
B16.11 Socket-Welding and Threaded

ANSI (1978) Nonmetallic Flat
B16.21 Gaskets for Pipe Flanges

AMERICAN PETROLEUM INSTITUTE
(API)

API (May 31, 1998; 37th Edition)
Spec 5L Line Pipe

API (June 1998, 19th Edition)
Spec Pipeline Valves (Steel Gate
Plug, Ball, and Check Valves)

AMERICAN SOCIETY FOR TESTING
AND MATERIALS (ASTM)

ASTM (1988a) Pipe, Steel, Black and
A53 Hot-Dipped, Zinc-Coated
Welded and Seamless

ASTM (1987) Forgings, Carbon Steel
A181 for General-Purpose Piping

ASTM (1988b) Thermoplastic Gas
D2513 Pressure Pipe, Tubing, and
Fittings

ASTM (1981; R 1987) Reinforced
D2517 Epoxy Resin Gas Pressure
Pipe and Fittings

ASTM (1988) Socket-Type
D2683 Polyethylene Fittings for
Outside Diameter-Controlled
Polyethylene Pipe and Tubing

ASTM (1988a) Butt Heat Fusion
D3261 Polyethylene (PE) Plastic
Fittings for Polyethylene (PE)
Plastic Pipe and Tubing

ASTM (1984) Polyethylene Plastic
D3350 Pipe and Fittings Materials

AMERICAN SOCIETY OF
MECHANICAL ENGINEERS (ASME)

ASME (1986; Addenda: Dec. 1986,
16 Dec. 1987, Dec. 1988) Boiler
and Pressure Vessel Code;
Section VIII, Division 1,
Pressure Vessels

ASME (1986; Addenda: Dec. 1986,
17 Dec. 1987, Dec. 1988) Boiler
and Pressure Vessel Code;
Section IX, Welding and
Brazing Qualifications

- ASME (1988; Errata) Pipe Flanges
B16.5 and Flanged Fittings
- ASME (1986) Factory-Made Wrought
B16.9 Steel Buttwelding Fittings
- ASME (1985) Manually Operated
B16.40 Thermoplastic Gas Shutoffs
and Valves in Gas Distribution
Systems
- ASME (1989) Power Piping
B31.1
- ASME (1989) Gas Transmission and
B31.8 Distribution Piping Systems
- AMERICAN WATER WORKS
ASSOCIATION (AWWA)
- AWWA (1986) Coal-Tar Protective
C203 Coatings and Linings for Steel
Water Pipelines – Enamel and
Tape – Hot-Applied
- FEDERAL SPECIFICATIONS (FS)
- FS L-C- (Rev C) Coating, Pipe,
530 Thermoplastic Resin
- MANUFACTURERS
STANDARDIZATION SOCIETY OF THE
VALVE AND FITTING INDUSTRY, INC.
(MSS)
- MSS (1978; R 1988) Standard
SP-25 Marking System for Valves,
Fittings, Flanges and Unions
- MSS (1985) Steel Valves – Socket
SP-84 Welding and Threaded Ends
- MILITARY SPECIFICATIONS (MS)
- MS MIL- (Rev A) Tape, Antiseize,
T-27730 Polytetrafluoroethylene, with
Dispenser
- NATIONAL ASSOCIATION OF
CORROSION ENGINEERS (NACE)
- NACE (1974) High Voltage Electrical
RP-02 Inspection of Pipeline Coatings
Prior to Installation

STEEL STRUCTURES PAINTING
COUNCIL (SSPC)

SSPC (1985) Commercial Blast
SP-6 Cleaning

UNDERWRITERS LABORATORIES,
INC. (UL)

UL-06 (1989; Supplement 1989) Gas
and Oil Equipment Directory

[Ord. [O-03-2010](#) § 1 (Exh. A § 15.010)].

15.75.020 Service conditions.

- A. The utility shall approve of the location of all infrastructure placed.
- B. Approvals Required. All distribution work must be accepted by the Owner prior to any connections.
- C. Extension Requirements. Where the furnishing of service requires an extension of the utility's distribution or transmission lines, or other facilities, they shall be installed as indicated on the plans.
- D. Left blank intentionally.
- E. Utility Maintenance Responsibility. The utility shall own, operate, and maintain its service laterals and lines from the meter to and including the infrastructure in the utility's right-of-way or easements.
- F. Meter (if applicable). The meter will be supplied by the utility and paid for by the hookup fee.
- G. Cleanup. All garbage and scrap pipe must be cleaned up prior to contractor leaving job site. Also, no garbage is to be buried in trenches.
- H. Damages. If pipeline is damaged by contractor and they are qualified to do the repair, they may do so upon approval of the Owner. If contractor is not qualified, the Owner will do the repair and contractor will be billed accordingly. Any scratch or ding more than 10 percent of the wall thickness must be cut out and replaced. If pipe is touched by any piece of machinery the piece of pipe must then be replaced.
- I. Any excavation being done requires the proper use and notification of 811.

15.75.030 Type of service.

A. Pressure. The maximum pressure provided by the infrastructure shall not exceed the designed pressure rating of the pipe being installed.

B. Unusual Conditions. Where an unusual extension or demand is placed upon the system, the Prestonsburg City's Utilities Commission reserves the right to require special conditions.

C. Pressure Regulator. The Contractor shall be responsible to maintain or protect any homes from potential pressure spikes. [Ord. [O-03-2010](#) § 1 (Exh. A § 15.030)].

15.75.040 Utility specification.

A. Steel Pipe.

1. Steel pipe shall conform to ASTM A53, Grade A or B, Type E or S, or API Specification 5L seamless or electric resistance welded, as specified in ASME B31.8.

2. Fittings two inches and larger shall conform to ASME B16.5, Class 150, for flanged fittings and ASME B16.9 for buttweld fittings.

B. Steel Forged Branch Connections. Connections shall conform to ASTM A181, Class 60, carbon steel.

C. Flange Gaskets. Gaskets shall be non-asbestos compressed material in accordance with ANSI B16.21, one-sixteenth-inch thickness, full face or self-centering flat ring type. The gaskets shall contain aramid fibers bonded with styrene butadiene rubber (SBR) or nitrile butadiene rubber (NBR), suitable for maximum 600 degrees Fahrenheit service and meeting applicable requirements of ASME B31.8.

D. Pipe Threads. Pipe threads shall conform to ANSI B1.20.1.

E. Polyethylene Pipe, Tubing, Fittings and Joints. Polyethylene pipe, tubing, fittings and joints shall conform to ASTM D3350 and ASTM D2513, pipe designations PE 2306 and PE 3406, rated SDR 11 or less, as specified in ASME B31.8. Pipe sections shall be marked as required by ASTM D2513.

Butt fittings shall conform to ASTM D3261 and socket fittings shall conform to ASTM D2683. Fittings shall match the service rating of the pipe.

F. Sealants for Steel Pipe Threaded Joints.

1. Sealing Compound. Joint sealing compound shall be as listed in UL-60, Class 20 or less.
2. Tape. Tetrafluoroethylene tape shall conform to MS MIL-T-27730.

G. Identification. Pipe flowing markings and metal tags for each valve, meter, and regulator shall be provided as required by the engineer.

H. Insulating Joint Materials. Insulating joint materials shall be provided between flanged or threaded metallic pipe systems where shown to control galvanic or electrolytic action.

1. Threaded Joints. Joints for threaded pipe shall be steel body nut type dielectric type unions with insulating gaskets.

I. Flanged Joints. Joints for flanged pipe shall consist of full face sandwich-type flange insulating gasket of the dielectric type, insulating sleeves for flange bolts and insulating washers for flange nuts.

J. Gas Transition Fittings. Gas transition fittings shall be manufactured steel fittings approved for jointing steel and polyethylene pipe.

K. Piping.

1. All low pressure piping shall be polyethylene pipe SDR PE 2406 per ASTM D2513. Minimum depth shall be 60 inches while on KYTC Right of Way and 36 inches while not on KYTC Right of Way.
2. All high pressure piping shall be steel pipe Grade B or X-42. Minimum depth shall be 42 inches when off KYTC Right of Way and 60 inches when on KYTC Right of Way.
3. If applicable Service lines shall be polyethylene pipe. Minimum depth shall be 24 inches off KYTC Right of Way.

L. Valves shall be suitable for shutoff or isolation service and shall conform to the following: Steel valves two inches and larger installed underground shall

conform to API Specification 6D, carbon steel, buttweld, Class 150 with square wrench operator adapter.

M. Steel Valve Operators. Valves eight inches and larger shall be provided with worm or spur gear operators, totally enclosed, greased, packed, and sealed. The operator shall have open and closed stops and position indicators. Locking feature shall be provided where indicated. Wherever the lubricant connections are not conveniently accessible, suitable extensions for the application of lubricant shall be provided. Valves shall be provided with lubricant compatible with gas service.

N. Polyethylene Valves – One-Half Inch to Eight Inches. Polyethylene valves for underground installation only shall conform to ASME B16.40. Polyethylene valves in sizes one-half inch to eight inches may be used with polyethylene distribution and service lines as a contractor option to steel valves.

O. Dead End Markers. At the end of all gas lines a dead end marker needs to be placed. No scrap pipe can be used for dead end markers. The locate wire needs to be run up the dead end marker above grade for a locate point. Also on mains in undeveloped areas a marker sign and locate wire need to be brought up every 300 feet for locating purposes.

15.75.050 Right-of-way.

A. Construction within Right-of-Way. To the extent feasible, utility's distribution and transmission lines and appurtenances will be constructed within the right-of-way or public utility easements of streets, roads, or alleys. Whenever, in the opinion of the utility, it is not practical to construct and install its facilities within the limits of the streets, roads, alleys, or other public thoroughfares, the utility will construct and install such facilities on private rights-of-way.

B. Furnishing Right-of-Way for this project is the responsibility of KYTC.

15.75.060 Access to premises.

A. Utility Access to Premises. Any properly identified representative of the utility shall, at all reasonable hours, have free access to and from the premises of the construction site for the purpose of inspecting installations and gas equipment. When, in the opinion of the utility, emergency conditions exist with respect to the utility's service, utility representatives shall have immediate and free access to the construction site.

15.75.070 Excavation and backfilling.

A. Earthwork shall be as specified in Chapter [15.30](#) EMMC, Excavation and Backfill for Trenches.

B. Excavation around High Pressure. Any excavation around high pressure must be supervised by Owner and/or their authorized representative at all times. Any high pressure line exposed needs to be inspected for damage before backfill.

15.75.080 Gas mains.

Pipe for gas mains shall be steel or polyethylene as shown on the plans. If applicable, steel pipe and fittings shall be coated with protective covering as specified. [Ord. [O-03-2010](#) § 1 (Exh. A § 15.080)].

15.75.090 Workmanship and defects.

Pipe, tubing, and fittings shall be clear and free of cutting burrs and defects in structure or threading and shall be thoroughly brushed and chip- and scale-blown. Defects in pipe or tubing or fittings shall not be repaired. When defective pipe, tubing, or fittings are located in a system, the defective material shall be replaced. [Ord. [O-03-2010](#) § 1 (Exh. A § 15.090)].

15.75.100 Protective covering.

A. Protective Covering for Underground Steel Pipe. Except as otherwise specified, protective coverings shall be applied mechanically in a factory or field plant specially equipped for the purpose. Valves and fittings that cannot be coated and wrapped mechanically shall have the protective covering applied by hand, preferably at the plant that applies the covering to the pipe. Joints shall be coated and wrapped by hand. Hand coating and wrapping shall be done in a manner and with materials that will produce a covering equal in thickness to that of the covering applied mechanically. Piping installed in valve boxes or manholes shall also receive the specified protective coating. The coatings shall consist of one of the following:

1. Coating System. The coating system shall be inspected for holes, voids, cracks, and other damage during installation.
2. Inspection of Pipe Coatings. Any damage to the protective covering during transit and handling shall be repaired before installation. After field coating and wrapping has been applied, the entire pipe shall be inspected by an electric holiday detector with impressed current in accordance with NACE RP-02 using a full ring, spring-type coil electrode. The detector shall be equipped with a bell, buzzer, or other type of audible signal

which sounds when an anomaly is detected. All defects in the protective covering shall be repaired immediately upon detection. Occasional checks of the detector potential will be made by the engineer to determine suitability of the detector. All labor, materials and equipment necessary for conducting the inspection shall be furnished by the contractor.

3. Ferrous Surfaces. Shop primed surfaces shall be touched up with ferrous metal primer. Surfaces that have not been shop primed shall be solvent-cleaned. Surfaces that contain loose rust, loose mill scale, and other foreign substances shall be mechanically cleaned by power wire brushing (or commercial sandblasted) and primed with ferrous metal primer. Primed surface shall be finished with two coats of exterior oil paint. [Ord. [O-03-2010](#) § 1 (Exh. A § 15.100)].

15.75.110 Installation.

A. The distribution system shall be installed at the expense of the contractor including all testing and inspection costs.

1. All work shall be performed in accordance with the guidelines and requirements of the KY Department of Transportation (KYTC)

2. Drawings. As-builts are required upon completion before work will be accepted. Mains will be installed as per approved plans unless otherwise specified by the inspector. The Owner will require an electronic copy and a hard copy of all as-builts.

3. Installation of Pipe. Fusers must complete The Owner's written and fusion test before any fusing can be done. Pipe needs to have slack left in pipe for expanding and contracting of pipe. No bolt-on, mechanical or permaset couplings or fittings will be accepted. However, socket, butt, saddle, and electrofusion are all approved. All riser brackets need to have at least three wedge anchors; no Hilti nails. Service lines on single-family dwellings cannot be split off of one line. All gas lines need to have a 14-gauge locate wire installed with pipe. Any pipe installed must be scratch-free and in good condition. All risers must be left locked and plugged until meter is set. Anyone welding or working on high pressure must provide proof of Division of Pipeline Safety certification before any work can be done on pipeline.

B. Bedding. If conduit is not used, all pipe shall be bedded with at least six inches of sand and bed with six inches of suitable material.

C. Minimum Distance. Minimum distance for placement of structures and facilities near main transmission lines:

1. As used in this subsection C:

- a. "Main" has the meaning set forth in [49 CFR 192.3](#).
- b. "Minimum distance" means:
 - i. The width of a recorded easement when the width is described;
 - ii. Fifteen feet when the width of a recorded easement is undefined; or
 - iii. For any underground facility, it means an area measured one foot vertically and three horizontally from the outer surface of a main or transmission line.
- c. "Transmission line" has the meaning set forth in [49 CFR 193.3](#).

D. Marking Tape. All polyethylene lines shall be installed with locator wire and warning tape.

E. Trenches shall be backfilled in accordance with Chapter [15.30](#) EMMC. All mains must have a minimum of 60 inches of cover. All trenches must be compacted to 95 percent in the roadway and 90 percent out of the roadway. Compaction tests are required on mains. All trenches must be cleaned up to original condition. Contractor is responsible for any damages on the site during excavation. All gas services and mains must be shaded with washed cyclone sand or equivalent as per inspector. Sand must be six inches under pipe and 12 inches of cover over pipe. Gas riser needs to be buried up to red line on riser with sand. Once pipe is placed in trench it must be shaded the same day. If pipe needs to be left open for a tie-in you are allowed 3 days.

F. Fusion. All polyethylene line shall be joined with a heat fusion process and personnel approved by the Owner.

G. Testing. All pipe shall be tested at 100 psi or psi rating of pipe, with a median of air or nitrogen, for at least 15 minutes for every 100 feet. For example, 98 feet requires a 15-minute test; 101 feet requires a 30-minute test,

and so on. The minimum test is 15 minutes regardless of length. Any fittings that can't be tested by air must be soap tested.

H. Installation of the gas distribution system, including all equipment, shall be in conformance with the manufacturer's recommendations and applicable sections of ASME B31.8, [49 CFR Part 192](#), and with AGA-01. Pipe cutting shall be done without damage to the pipe. Unless otherwise authorized, cutting shall be done by an approved type of mechanical cutter. Wheel cutters shall be used where practicable. On steel pipe six inches and larger, an approved gas-cutting-and-beveling machine may be used. Cutting of plastic pipe shall be in accordance with AGA-01.

I. Valve installation in plastic pipe shall be designed to protect the plastic pipe against excessive torsional or shearing loads when the valve is operated and from any other stresses which may be exerted through the valve or valve box. [Ord. [O-03-2010](#) § 1 (Exh. A § 15.110)].

15.75.120 Installing pipe underground.

A. Gas mains and service lines shall be graded as indicated. Joints in steel pipe shall be welded, except as otherwise permitted for installation of valves. Mains shall have 60-inch minimum cover and shall be placed on firmly compacted select material for the full length. Where roads are to be cut, 60-inch minimum cover from future grade shall be maintained. Where indicated, the main shall be encased, bridged, or designed to withstand any anticipated external loads as specified in ASME B31.8. The encasement material shall be standard weight black steel pipe with a protective coating as specified. The pipe shall be separated from the casing by insulating spacers and sealed at the ends with casing bushings. Trench shall be excavated below pipe on blocks to produce uniform grade will not be permitted. The pipe shall be clean inside before it is lowered into the trench and shall be kept free of water, soil, and other foreign matter that might damage or obstruct the operation of the valves, regulators, meters, or other equipment. When work is not in progress, open ends of pipe or fittings shall be securely closed by expandable plugs or other suitable means. Minor changes in line or gradient of pipe that can be accomplished through the natural flexibility of the pipe material without producing permanent deformation and without overstressing joints may be made when approved. Changes in line or gradient that exceed the limitations specified shall be made with fittings specified. When polyethylene piping is installed underground, foil-backed magnetic tape shall be placed above the pipe to permit locating with a magnetic detector. After laying of pipe and testing, trench shall be backfilled to 12 inches over pipe with compacted bank

sand within 12 hours of inspection and then tested. All exposed ends are to be capped immediately during installation. Remaining backfill is to be select soil compacted in eight-inch layers to finish grade.

B. Left Blank Intentionally.

C. Left Blank Intentionally.

15.75.130 Pipe joints.

A. Pipe joints shall be designed and installed to effectively sustain the longitudinal pullout forces caused by the contraction of piping or superimposed loads.

B. Threaded Steel Joints. Threaded joints in steel pipe shall have tapered threads evenly cut and shall be made with UL-approved graphite joint sealing compound for gas service or tetrafluoroethylene tape applied to the male threads only. Caulking of threaded joints to stop or prevent leaks will not be permitted.

C. Welded Steel Joints. All gas pipe weldments shall be as indicated. Changes in direction of piping shall be made with welding fittings only; mitering or notching pipe to form elbows and tees or other similar type construction will not be permitted. Branch connection may be made with either welding tees or forged branch outlet fittings. Branch outlet fittings shall be forged, flared for improvement of flow where attached to the run, and reinforced against external strains. Beveling, alignment, heat treatment, and inspection of weld shall conform to ASME B31.8. Weld defects shall be removed and repairs made to the weld, or the weld joints shall be entirely removed and rewelded. After filler metal has been removed from its original package, it shall be protected or stored so that its characteristics or welding properties are not affected adversely. Electrodes that have been wetted or have lost any of their coating shall not be used.

D. Polyethylene Pipe Jointing Procedures. Jointing procedures shall conform to AGA-01. Indiscriminate heat fusion joining of plastic pipe or fitting made from different polyethylene resins by classification or by manufacturer shall be avoided if other alternative joining procedures are available. If heat fusion joining of dissimilar polyethylenes is required, special procedures are required. The method of heat fusion joining dissimilar polyethylene resins shall be shop- and field-tested prior to adoption.

E. Connections between Metallic and Plastic Piping. Connections shall be made only outside, underground and with the approved transition fittings.

15.75.140 Valve boxes.

A. Valve boxes of cast iron not less than three-sixteenths-inch thick shall be installed at each underground valve, except where concrete or other type of housing is indicated. Valve boxes shall be provided with locking covers that require a special wrench for removal. A wrench shall be furnished for each box. The word "gas" shall be cast in the box cover. The valve box shall be protected against movement by a suitable concrete slab at least two feet square. When in a sidewalk, the top of the box shall be in a concrete slab two feet square and set flush with the sidewalk. Boxes shall be adjustable extension-type with screw or slide-type adjustments. Valve boxes shall be separately supported, not resting on the pipe, so that no traffic loads can be transmitted to the pipe.

B. Construction within Right-of-Way. To the extent feasible, utility's distribution and transmission lines and appurtenances will be constructed within the right-of-way or public utility easements of streets, roads, or alleys. Whenever, in the opinion of the Contractor, it is not practical to construct and install facilities within the limits of the streets, roads, alleys, or other public thoroughfares, the Contractor will contact KYTC immediately and wait for a resolution before proceeding with work.

C. Furnishing Right-of-Way. Whenever it is necessary for utilities to occupy private rights-of-way, KYTC shall furnish or assist in acquiring, without charge to the utility company, such right-of-way as necessary and will assist the utility in securing such other right-of-way as may be necessary to provide service.

15.75.150 Qualification checklist for contractors installing gas lines.

A. Left Blank Intentionally.

B. All persons fusing on gas pipe must be OQ certified.

C. Any contractor working on gas line installation must provide a copy of their operation's qualification plan before performing any work.

D. Any new contractor shall have sufficient proof of prior experience and also obtain the OQ certification.

E. All contractors shall provide as-builts of gas mains and service lines upon completion of the project in a timely manner.

Standard Water Bid Item Descriptions

THESE BID ITEM DESCRIPTIONS SHALL SUPERCEDE ANY BID ITEM DESCRIPTIONS CONTAINED IN UTILITY OWNER SUPPLIED SPECIFICATIONS PROVIDED ELSEWHERE IN THIS PROPOSAL.

W AIR RELEASE VALVE This bid item description shall apply to all air release valve installations of every size except those defined as “Special”. This item shall include the air release valve, main to valve connecting line or piping, manhole, vault, structure, access casting or doors, tapping the main, labor, equipment, excavation, proper backfill, and restoration required to install the air release valve at the location shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready-for-use. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

BOLLARDS This item is for payment for furnishing and installing protective guard posts at above-ground utility installations. A bollard may consist of, but is not limited to, a steel post set in concrete or any other substantial post material. This item shall include all labor, equipment, and materials needed for complete installation of the bollard, as specified by the utility owner specifications and plans. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

NOTE: A bid code for this item has been established in standard roadway bid items and shall be used for payment of this item. The bid code is 2134IND.

W CAP EXISTING MAIN This item shall include the specified cap, concrete blocking and/or mechanical anchoring, labor, equipment, excavation, backfill, and restoration required to install the cap on an existing main to be left in service at the location shown on the plans or as directed, in accordance with the specifications. This item is not to be paid to cap new main installations or mains that are to be abandoned. This pay item is only to be paid to cap existing mains to be left in service. Caps on new mains are to be considered incidental to the new main, as are other fittings, and are not to be paid under this item. All caps on existing mains shall be paid under this one bid item included in the contract, regardless of size. No separate bid items will be established for size variations. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

Plugging of existing abandoned mains shall be performed and paid in accordance with Section 708.03.05 of KYTC Standard Specifications for Road and Bridge Construction, using Bid code 01314, Plug Pipe.

W CATHODIC PROTECTION This item is for providing and installing all cathodic protection materials to iron pipe and fittings, as specified in plans and specifications, complete and ready-for-use. Materials to be supplied and installed by the contractor shall include, but are not limited to, anodes, wire, fusion kits, test stations, and/or marker posts. All cathodic protection required for the entire project shall be paid under this one item. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid LUMP SUM (LS) when complete.

W DIRECTIONAL BORE Payment under this item is made whenever the plans or specifications specifically show directional boring is to be utilized to minimize the impact of open-cut for the installation of water main under streets, creeks, etc. Payment under this item shall include the specified bore pipe, labor, and equipment. No separate payment shall be made for bore pipe installed in the bore, whether used as a carrier pipe or an encasement of a separate carrier pipe. This item shall also include pipe anchors at

each end of the bore, when specified, to prevent the creep or contraction of the bore pipe. Carrier pipe installed within a bore pipe shall be paid separately under pipe items. Payment under this item shall not be size specific and no separate bid items will be established for size variations. The bore pipe sizes to be included under this item shall be as shown on the plans and/or in the specifications. Any and all directional bores in each contract shall be paid under one directional bore bid item included in the contract, regardless of size. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

W ENCASUREMENT CONCRETE This item shall include all labor, equipment, excavation, concrete, reinforcing steel, backfill, restoration, etc., to construct the concrete encasement of the water main as shown on the plans, and in accordance with the specifications and standard drawings. Payment under this item shall be in addition to the carrier pipe, as paid under separate bid items. Carrier pipe is not included in this bid item. Any and all concrete encasements shall be paid under one bid item included in the contract, regardless of the size of the carrier pipe or the volume of concrete or steel reinforcement, as specified in the plans and specifications. No separate bid items will be established for size variations. Measurement of pay quantity shall be from end of concrete to end of concrete. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

W ENCASUREMENT STEEL BORED This item shall include the steel encasement pipe size as specified on the plans and in the specifications, casing spacers, end seals, labor, and equipment to bore and install the encasement in accordance with the plans and specifications, complete and ready-for-use. The size shall be the measured internal diameter of the encasement pipe. The sizes of encasement to be paid under the size ranges specified in the bid items shall be as follows:

- Range 1 = All encasement sizes greater than 2 inches to and including 6 inches
- Range 2 = All encasement sizes greater than 6 inches to and including 10 inches
- Range 3 = All encasement sizes greater than 10 inches to and including 14 inches
- Range 4 = All encasement sizes greater than 14 inches to and including 18 inches
- Range 5 = All encasement sizes greater than 18 inches to and including 24 inches
- Range 6 = All encasement sizes greater than 24 inches

(Encasement sizes of 2 inches internal diameter or less shall not be paid separately but shall be considered incidental to the carrier pipe.) Payment under this bid item shall not include the carrier pipe. Carrier pipe shall be paid under a separate bid item. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

W ENCASUREMENT STEEL OPEN CUT This item shall include the steel encasement pipe size as specified on the plans and in the specifications, casing spacers, end seals, labor, and equipment to open-cut and install the encasement in accordance with the plans and specifications, complete and ready-for-use. The size shall be the measured internal diameter of the encasement pipe. The size encasement to be paid under the size ranges specified in the bid items shall be as follows:

- Range 1 = All encasement sizes greater than 2 inches to and including 6 inches
- Range 2 = All encasement sizes greater than 6 inches to and including 10 inches
- Range 3 = All encasement sizes greater than 10 inches to and including 14 inches
- Range 4 = All encasement sizes greater than 14 inches to and including 18 inches
- Range 5 = All encasement sizes greater than 18 inches to and including 24 inches
- Range 6 = All encasement sizes greater than 24 inches

(Encasement sizes of 2 inches internal diameter or less shall not be paid separately but shall be considered incidental to the carrier pipe.) Payment under this bid item shall not include the carrier pipe. Carrier pipe shall be paid under a separate bid item. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

W FIRE HYDRANT ADJUST This item includes all labor, equipment, excavation, materials, and backfill to adjust the existing fire hydrant using the fire hydrant manufacturer's extension kit for adjustments of 18" or less. Adjustments greater than 18" require anchoring couplings and vertical bends to adjust to grade. The Contractor will supply and install all anchor couplings, bends, fire hydrant extension, concrete blocking, restoration, granular drainage material, etc., needed to adjust the fire hydrant, complete and ready-for-use as shown on the plans, and in accordance with the specifications and standard drawings. This also includes allowing for the utility owner inspector to inspect the existing fire hydrant prior to adjusting, contractor returning unusable fire hydrants to the utility owner warehouse and picking up a replacement hydrant. No additional payment will be made for rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete and ready for use.

W FIRE HYDRANT ASSEMBLY This item includes all labor, equipment, new fire hydrant, isolating valve and valve box, concrete pad around valve box (when specified in specifications or plans), piping, anchoring tee, anchoring couplings, fire hydrant extension, excavation, concrete blocking, granular drainage material, backfill, and restoration, to install a new fire hydrant assembly as indicated on plans and standard drawings, complete and ready-for-use. No additional payment will be made for rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W FIRE HYDRANT RELOCATE This item includes all labor and equipment to remove the existing fire hydrant from its existing location and to reinstall at a new location. This item shall include a new isolating valve and valve box, concrete pad around valve box (when required in specifications or plans), new piping, new anchoring tee, anchoring couplings, fire hydrant extensions, concrete blocking, restoration, granular drainage material, excavation, and backfill as indicated on plans, specifications, and standard drawings, complete and ready-for-use. This item shall also include allowing for utility owner inspector to inspect the existing fire hydrant prior to reuse, contractor returning unusable fire hydrants to the utility owner warehouse and picking up a replacement hydrant for use if the existing fire hydrant is determined unfit for reuse. No additional payment will be made for rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W FIRE HYDRANT REMOVE This item includes removal of an abandoned fire hydrant, isolating valve, and valve box, to the satisfaction of the engineer. The removed fire hydrant, isolating valve, and valve box shall become the property of the contractor for his disposal as salvage or scrap. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W FLUSH HYDRANT ASSEMBLY This item shall include the flushing hydrant assembly, service line, tapping the main, labor, equipment, excavation, backfill, and restoration required to install the flush hydrant at the location shown on the plans and in accordance with the specifications and standard drawings, complete and ready-for-use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W FLUSHING ASSEMBLY This item shall include the flushing device assembly, service line, meter box and lid, tapping the main, labor, equipment, excavation, backfill, and restoration required to install the flushing device at the location shown on the plans and in accordance with the specifications and standard drawings, complete and ready-for-use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W LEAK DETECTION METER This item is for payment for installation of a water meter at main valve locations, as shown on the plans, for detection of water main leaks. The meter shall be of the size and type specified in the plans or specifications. This item shall include all labor, equipment, meter, meter box or vault, connecting pipes between main and meter, main taps, tapping saddles, casting, yoke, and any other associated material needed for installation of a functioning water meter in accordance with the plans and specifications, complete and ready-for-use. No separate payment will be made under any other contract item for connecting pipe or main taps. All leak detection meters shall be paid under one bid item included in the contract, regardless of size. No separate bid items will be established for size variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete and ready for use.

W LINE MARKER This item is for payment for furnishing and installing a water utility line marker as specified by the utility owner specifications and plans. A line marker may consist of a post or monument of whatever materials specified and shall include markings and/or signage on same as specified by plans or specifications. This item shall include all labor, equipment, and materials needed for complete installation of the marker. This item shall be paid EACH (EA) when complete.

W LINE STOP SIZE 1 OR 2 This item shall include the line stop saddle/sleeve, valve, completion plug and any other material, labor, and equipment necessary to complete the line stop as indicated in the plans and/or specifications. This installation shall allow the waterline system to operate as usual without any interruption of service. The size shall be the measured internal diameter of the live pipe to be tapped. The line stop size to be paid under sizes 1 or 2 shall be as follows:

Size 1 = All live tapped main sizes up to and including 8 inches

Size 2 = All live tapped main sizes greater than 8 inches

Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W MAIN POINT RELOCATE This item is intended for payment for horizontal and/or vertical relocation of a short length of an existing main at the location shown on the plans. This bid item is to be used to relocate an existing water main at point locations, such as to clear a conflict at a proposed drainage structure, pipe, or any other similar short relocation situation, and where the existing pipe material is to be reused. The contractor shall provide any additional pipe or fitting material needed to complete the work, as shown on the plans and specifications. The materials provided shall be of the same type and specifications as those that exist. Substitution of alternative materials shall be approved by the engineer in advance on a case-by-case basis. New polyethylene wrap is to be provided (if wrap exists or is specified in the specifications to be used). If it is necessary that the pipe be disassembled for relay, payment under this item shall also include replacement of joint gaskets as needed. Bedding and backfill shall be provided and performed the same as with any other pipe installation as detailed in the plans and specifications. Payment under this item shall be for each location requiring an existing main to be relocated horizontally or vertically, regardless of pipe size or relocation length. No separate pay items will be established for pipe size variations or relocation segment length variations. Water Main Relocate shall not be paid on a linear feet basis but shall be paid EACH (EA) at each location when complete and placed in service. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced.

W METER This item is for payment for installation of all standard water meters of all sizes 2 inches in diameter or less as specified on the plans. This item shall include all labor, equipment, meter, meter box, casting, yoke, and any other associated materials needed for installation of a functioning water meter, in accordance with the plans and specifications, complete and ready-for-use. This item shall include connections to the new or existing water service line. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W METER ADJUST This item includes all labor, equipment, excavation, materials, backfill, restoration, etc., to adjust the meter casting to finished grade (whatever size exists) at the location shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready-for-use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W METER RELOCATE This item includes all labor, equipment, excavation, additional fittings, disinfection, testing, restoration, etc., to relocate the existing water meter (whatever size exists), meter yoke, meter box, casting, etc., from its old location to the location shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready-for-use. The new service pipe (if required) will be paid under the short side or long side service bid item. Any and all meter relocations of 2 inches or less shall be paid under one bid item included in the contract, regardless of size. Each individual relocation shall be paid individually under this item; however, no separate bid items will be established for meter size variations of 2 inches in diameter or less. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W METER VAULT SIZE RANGE 1 OR 2 This item is for payment for installation of an underground structure for housing of a large water meter, fittings, and valves as required by the plans and specifications. This item shall include all labor, equipment, excavation, concrete, manhole castings or access doors, the specified meter(s) valve(s), all piping, and fitting materials associated with installing a functioning meter and vault in accordance with the plans, standard drawings, and specifications, complete and ready-for-use. The size shall be the measured internal diameter of the meter and piping to be installed. The size meter vault to be paid under size 1 or 2 shall be as follows:

- Size Range 1 = All meter and piping sizes greater than 2 inches up to and including 6 inches
- Size Range 2 = All meter and piping sizes greater than 6 inches

This item shall be paid EACH (EA) when complete. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced.

W METER/FIRE SERVICE COMBO VAULT This item is for payment for installation of an underground structure for housing of a water meter and fire service piping, fittings, and valves as required by the plans and specifications. This item shall include all labor, equipment, excavation, concrete, manhole castings or access doors, the specified meter(s), valve(s), all piping, and fitting materials associated with installing a functioning meter and fire service vault, in accordance with the plans and specifications, complete and ready-for-use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W METER WITH PRESSURE REDUCING VALVE (PRV) This item is for payment for installation of all standard water meters with pressure reducing valves (PRV) of all sizes 2 inches in diameter or less,

as specified on the plans. This item shall include all labor, equipment, meter, PRV, meter box, casting, yoke, and any other associated materials needed for installation of a functioning water meter with PRV, in accordance with the plans and specifications, complete and ready-for-use. This item shall include connections to the new or existing water service line. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W PIPE This item shall apply to all pipe of every size and type material to be used as water main, except those bid items defined as "Special". This item includes the pipe specified by the plans and specifications, all fittings (including, but not limited to, bends, tees, reducers, plugs, and caps), tracing wire with test boxes (if required by specifications), polyethylene wrap (when specified), labor, equipment, excavation, bedding, backfill, restoration, testing, sanitizing, etc., required to install the specified new pipe and new fittings at the locations shown on the plans, or as directed, in accordance with the specifications and standard drawings, complete and ready-for-use. No additional payment will be made for rock excavation. This bid item includes material and placement of flowable fill under existing and proposed pavement, and wherever else specified on the plans or in the specifications. This item shall include all temporary and permanent materials, as well as equipment required to pressure test and sanitize mains including, but not limited to, pressurization pumps, hoses, tubing, gauges, main taps, saddles, temporary main end caps or plugs and blocking, main end taps for flushing, chlorine liquids or tablets for sanitizing, water for testing/sanitizing and flushing (when not supplied by the utility), chlorine neutralization equipment and materials, and any other items needed to accomplish pressure testing and sanitizing the main installation. This item shall also include pipe anchors at each end of polyethylene pipe runs, when specified to prevent the creep or contraction of the pipe. When owner specifications require, this bid item shall include contractor preparation of as-built drawings to be provided to the engineer and/or utility owner at the end of construction. Measurement of quantities under this item shall be through fittings, encasements, and directional bores (only when a separate carrier pipe is specified within the directional bore pipe). Measurements shall be further defined to be to the center of tie-in where new pipe contacts existing pipe at the center of connecting fittings, to the outside face of vault or structure walls, or to the point of main termination at dead ends. No separate payment will be made under pipe items when the directional bore pipe is the carrier pipe. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

W PLUG EXISTING MAIN This item shall include the specified plug, concrete blocking and/or mechanical anchoring, labor, equipment, excavation, backfill, and restoration required to install the plug on an existing main to be left in service at the location shown on the plans or as directed, in accordance with the specifications. This item is not to be paid to plug new main installations or mains that are to be abandoned. This pay item is only to be paid to plug existing mains that are to be left in service. Plugs on new mains are to be considered incidental to the new main, as are other fittings, and are not to be paid under this item. All plugs on existing mains left in service shall be paid under this one bid item included in the contract, regardless of size. No separate bid items will be established for size variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

Plugging of existing abandoned mains shall be performed and paid in accordance with Section 708.03.05 of KYTC Standard Specifications for Road and Bridge Construction, using Bid code 01314, Plug Pipe.

W PRESSURE REDUCING VALVE This item shall apply to all pressure reducing valves (PRV) of every size required in the plans and specifications, except those bid items defined as "Special". Payment under this description is to be for PRVs being installed with new main. This item includes the PRV as specified in the plans and specifications, polyethylene wrap (if required by specification), labor, equipment, excavation, anchoring (if any), pit or vault, backfill, restoration, testing, disinfection, etc., required to install the specified PRV at the location shown on the plans, in accordance with the specifications and standard

drawings, complete and ready-for-use. If required on the plans and/or proposed adjoining DIP is restrained, PRVs shall be restrained. PRV restraint shall be considered incidental to the PRV and adjoining pipe. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W PUMP STATION This item is for payment for installation of pumps and an above or below ground structure for housing of the pumps. This item shall include all pumps, piping, fittings, valves, electrical components, building materials, concrete, any other appurtenances, labor, equipment, excavation, and backfill, to complete the pump station installation as required by the plans, standard drawings, and specifications, complete and ready-for-use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LUMP SUM (LS) when complete.

W REMOVE TRANSITE (AC) PIPE This item shall include all labor, equipment, and materials needed for removal and disposal of the pipe as hazardous material. All work shall be performed by trained and certified personnel, in accordance with all environmental laws and regulations. Any and all transite AC pipe removed shall be paid under one bid item included in the contract, regardless of size. No separate bid items will be established for size variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

W SERVICE LONG SIDE This item shall apply to all service line installations of every size bid up to and including 2-inch inside diameter, except those service bid items defined as "Special". This item includes the specified piping material, main tap, tapping saddle (if required), corporation stop materials, coupling for connecting the new piping to the surviving existing piping, encasement of 2 inches or less internal diameter (if required by plans or specifications), labor, equipment, excavation, backfill, testing, disinfection, and restoration, at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready-for-use. This bid item is to pay for service installations where the ends of the service connection are on opposite sides of the public roadway and the service line crosses the centerline of the public roadway, as shown on the plans. The length of the service line is not to be specified. Payment under this item shall not be restricted by a minimum or maximum length. The contractor shall draw his own conclusions as to the length of piping that may be needed. Payment under this item shall include boring, jacking, or excavating across the public roadway for placement. Placement of a service across a private residential or commercial entrance alone shall not be reason to make payment under this item. Private or commercial entrances shall not be considered a public roadway in defining payment under this item. This pay item does not include installation or relocation of meters. Meters will be paid separately. No additional payment will be made for rock excavation or for special bedding required in rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W SERVICE SHORT SIDE This item shall apply to all service line installations of every size up to and including 2-inch internal diameter, except those service bid items defined as "Special". This item includes installation of the specified piping material of the size specified on plans, encasement of 2 inches or less internal diameter (if required by plans or specifications), main tap, tapping saddle (if required), corporation stop, coupling for connecting the new piping to the surviving existing piping, labor, equipment, excavation, backfill, testing, disinfection, and restoration at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready-for-use. This bid item is to pay for service installations where both ends of the service connection are on the same side of the public roadway, or when an existing service crossing a public roadway will remain and is being extended, reconnected, or relocated, with all work on one side of the public roadway centerline as shown on the plans. The length of

the service line is not to be specified and shall not be restricted to any minimum or maximum length. Placement of a service lateral across a private residential or commercial entrance alone shall not be reason to make payment under this item. Private or commercial entrances shall not be considered a public roadway in defining payment under this item. The contractor shall draw his own conclusions as to the length of piping that may be needed. This pay item does not include installation or relocation of meters. Meters will be paid separately. No additional payment will be made for rock excavation or for bedding required in rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W SERVICE RELOCATE This item is for the relocation of an existing water service line where a meter is not involved, and where an existing service line can easily be adjusted by excavating alongside and moving the line horizontally and/or vertically a short distance without cutting the service line to avoid conflicts with road construction. This item shall include excavation, labor, equipment, bedding, and backfill to relocate the line, in accordance with the plans and specifications, complete and ready-for-use. Payment under this item shall be for each location requiring relocation. Payment shall be made under this item regardless of service size or relocation length. No separate pay items will be established for size or length variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W STRUCTURE ABANDONMENT This item is to be used to pay for abandonment of larger above or below ground water structures such as meter vaults, fire pits, pump stations, tanks, etc. Payment under this item shall not be limited to size or scope; however, structures with connecting pipes of 2 inches or less shall not be paid under this item but shall be considered incidental to water construction (i.e., abandonment of standard water meters up to and including 2 inches would not be paid under this item). Payment under this item shall include all labor, equipment, and compacted fill or flowable fill for abandonment of the structure in-place and complete restoration. No separate bid items will be established for size or structure variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W STRUCTURE REMOVAL This item is to be used to pay for removal of larger above or below ground water structures such as meter vaults, fire pits, pump stations, tanks, etc. Payment under this item shall not be limited to size or scope; however, structures with connecting pipes of 2 inches or less shall not be paid under this item but shall be considered incidental to water construction (i.e., removal of standard water meters up to and including 2 inches would not be paid under this item). Payment under this item shall include all labor, equipment, and compacted backfill for removal of the structure and complete restoration. No separate bid items will be established for size or structure variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W TAPPING SLEEVE AND VALVE SIZE 1 OR 2 This item shall include the specified tapping sleeve, valve, valve box, concrete pad around valve box (when required in specifications or plans), labor, and equipment to install the specified tapping sleeve and valve, complete and ready-for-use, in accordance with the plans and specifications. The size shall be the measured internal diameter of the live pipe to be tapped. The size tapping sleeve and valve to be paid under sizes 1 or 2 shall be as follows:

- Size 1 = All live tapped main sizes up to and including 8 inches
- Size 2 = All live tapped main sizes greater than 8 inches

Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W TIE-IN This item shall be used for all main tie-in bid items of every size, except those defined as “Special”. This item includes all labor, equipment, excavation, fittings, sleeves, reducers, couplings, blocking, anchoring, restoration, disinfection, testing, and backfill required to make the water main tie-in as shown on the plans and in accordance with the specifications, complete and ready-for-use. Pipe for tie-ins shall be paid under separate bid items. This item shall be paid EACH (EA) when complete.

Plugging of existing abandoned mains shall be performed and paid in accordance with Section 708.03.05 of KYTC Standard Specifications for Road and Bridge Construction, using Bid code 01314, Plug Pipe.

W VALVE This item shall apply to all valves of every size required in the plans and specifications, except those bid items defined as “Special”. Payment under this description is to be for gate or butterfly valves being installed with new main. This item includes the valve as specified in the plans and specifications, polyethylene wrap (if required by specifications), labor, equipment, excavation, anchoring (if any), valve box and valve stem extensions, backfill, concrete pad around valve box (if required by specifications), restoration, testing, disinfection, etc., required to install the specified valve at the location shown on the plans, in accordance with the specifications and standard drawings, complete and ready-for-use. If required on plans and/or proposed adjoining DIP is restrained, valves shall be restrained. Valve restraint shall be considered incidental to the valve and adjoining pipe. This description does not apply to cut-in valves. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W VALVE ANCHOR EXISTING This item is intended to pay for installation of restraint hardware on an existing valve where no restraint exists, to hold the valve in place to facilitate tie-ins and other procedures where restraint is prudent. This work shall be performed in accordance with water specifications and plans. This bid item shall include all labor, equipment, excavation, materials, and backfill to complete restraint of the designated valve, regardless of size, at the location shown on the plans, complete and ready-for-use. Materials to be provided may include, but are not limited to, retainer glands, lugs, threaded rod, concrete, reinforcing steel, or any other material needed to complete the restraint. Should the associated valve box require removal to complete the restraint, the contractor shall reinstall the existing valve box, the cost of which shall be considered incidental to this bid item. No separate bid items are being provided for size variations. All sizes shall be paid under one bid item. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W VALVE BOX ADJUST This item include all labor, equipment, valve box and valve stem extensions (if required), excavation, backfill, concrete pad around valve box (when specified in specifications or plans), restoration, etc., to adjust the top of the box to finished grade, complete and ready-for-use. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W VALVE BOX REMOVE This item is in payment for all labor, equipment, restoration materials, disposal, and any other effort for removal of a valve box, leaving the valve in place. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W VALVE CUT-IN This item is for new cut-in valve installations of all sizes, where installation is accomplished by cutting out a section of existing main. This item shall include cutting the existing pipe, supplying the specified valve, couplings or sleeves, valve box, concrete pad around valve box (when required in specifications or plans), labor, equipment, and materials to install the valve at the locations

shown on the plans, or as directed by the engineer, complete and ready-for-use. Any pipe required for installation shall be cut from that pipe removed or supplied new by the contractor. No separate payment will be made for pipe required for cut-in valve installation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W VALVE REMOVE This item is in payment for all labor, equipment, and restoration materials for cutting of existing pipe and any other effort necessary for total removal of an existing valve and valve box. This bid item shall include disposal of the valve and box, unless plans or specifications state the valve and box are to be salvaged and delivered to the utility owner for reuse. No separate pay items are to be established for size variations. All valve removals, regardless of size, shall be paid under this one pay item. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

If plugging of existing abandoned mains is needed after valve removal, the work shall be performed and paid in accordance with Section 708.03.05 of KYTC Standard Specifications for Road and Bridge Construction, using Bid code 01314, Plug Pipe.

W VALVE VAULT This item is for payment for installation of an underground structure for housing of specific valve(s), as required by the plans and specifications. This item shall include all labor, equipment, excavation, concrete, manhole castings or doors, the specified valve(s), all piping, and fitting materials associated with installing a functioning valve vault, in accordance with the plans, standard drawings, and specifications, complete and ready-for-use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

SECTION 1 WATER MAINS

SPECIAL NOTE: Contractor is to verify all materials and appurtenances with Prestonsburg City's Utilities prior to submission of bid. Contractor must obtain approval of materials list from Prestonsburg City's Utilities. Failure to do so will not result in a change request for additional money.

1.1 Work Included. Under these items, the CONTRACTOR shall provide all labor, tools, equipment and materials to furnish and install the water mains as shown on PLANS and as directed.

1.2 Water Pipe Materials. All pipe materials listed below shall conform to manufacturer's standard lengths and diameters. Testing when required by the owner shall be done in accordance with the appropriate ASTM Specs for the material selected.

1.2.1 Main Type. Main type shall be PVC water pipe or ductile iron. Refer to plan sheets.

1.3 Water Main Specifications.

1.3.1 Polyvinyl Chloride (PVC) Pipe (SDR 17), (SDR 21) PVC pipe shall comply with ASTM D-1784 for material and shall be Class 250 (SDR 17) and Class 200 (SDR 21) as shown on the PLANS or indicated in the proposal form. (SDR PR, Type 1, Grade 1). All PVC pipe shall conform to the latest revisions of the following specifications:

ASTM D2241 (PVC Plastic Pipe SDR-PR and Class T)
National Sanitation Foundation Testing Laboratories (NSF)

The name of the manufacturer of the plastic pipe to be used must be found on the current listing of Plastic Materials for Potable Water Application, published by the NSF (National Sanitation Foundation), Ann Arbor, Michigan, and must meet the requirements of the Standard Specification for Polyvinyl Chloride (PVC) Plastic Pipe, D1784, 12454-B (PVC 1120) published by ASTM. Rubber gaskets shall conform to ASTM D3139.

Wall thickness shall be in accordance with ASTM D-2241. Pipe ends shall be beveled to accept the gasket coupling. The bell section shall be designed to be at least as strong as the pipe wall.

Samples of pipe, physical and chemical data sheets shall be submitted to the Engineer for approval and his approval shall be obtained before pipe is purchased.

The pipe shall be homogeneous throughout and free from cracks, holes, foreign inclusions, or other defects. The pipe shall be as uniform as commercially practical in color.

Pipe shall have a ring painted around spigot ends in such a manner as to allow field checking of setting depth of pipe in the socket. Pipe must be delivered to the job site by means that will adequately support it, and not subject it to undue stresses. In particular, the load shall be so supported that the bottom rows of pipe are not damaged by crushing. Pipe shall be unloaded carefully and strung or stored as close to the final point of placement as is practical.

Pipe markings shall include the following, marked continuously down the length:

- Manufacturer's Name
- Nominal Size
- Class Pressure Rating
- PVC 1120
- NSF Logo
- Identification Code

Lubricant shall be water soluble, non-toxic, non-objectionable in taste and odor imparted to the fluid, non-supporting of bacteria growth, and have no deterioration effect on the PVC or rubber gaskets.

1.3.2 Polyvinyl Chloride (PVC) Pipes - C.I. - Pipe Size. This pipe shall meet the requirements of AWWA C900-75, latest revision, "Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4" through 12" for Water" and shall be furnished in cast-iron pipe equivalent outside diameters with rubber- gasketed separate couplings.

The pipe shall be made from Class 12454-A or Class 12454-B virgin compounds as defined in ASTM D-1784. The standard code designation shall be PVC 1120. The PVC compounds shall be tested and certified as suitable for potable water products by the NSF Testing Laboratory and shall carry the NSF approval marking.

Solvent-cement couplings or joints shall not be used. PVC joints using elastomeric gaskets shall be tested as assembled joints and shall meet the laboratory performance requirements specified in ASTM D-3139.

Pipe shall be pressure Class 200, DR 14 (Dimension Ratio), as shown on the plans or the bid form.

Pipe and couplings shall be marked as follows:

- a) Nominal size and OD base.
- b) Material code designation (PVC 1120).
- c) Dimension ratio number.
- d) AWWA pressure class.
- e) AWWA designation number (AWWA C900).
- f) Manufacturers name or trade-mark and production record code.
- g) Seal of the NSF Laboratory.

Pipe and couplings shall meet or exceed the following test requirements:

Sustained Pressure DR	ASTM D-1598 (1,000 Hrs.) Sustained Pressure
14	650

Burst Pressure DR	ASTM D-1599 (60-70 seconds) Minimum Burst Pressure
14	985

Each standard and random length of pipe shall be proof-tested at four times its rated class pressure for a minimum of 5 seconds. Bells or couplings shall be tested with pipe.

The pipe shall not split, crack, or break when tested by the parallel-plato method as specified by ASTM D-2241.

The pipe shall not flake or disintegrate when tested by the acetone-immersion method as specified in ASTM D-2241.

Pipe shall be furnished in standard laying lengths of 20 ft. \pm 1 in. A maximum of 15 percent of each pipe size may be furnished in random lengths of not less than 10 ft. each.

1.3.3 Ductile Iron Pipe. Ductile iron pipe shall be designed in accordance with AWWA H3 (ASA A21.50) and for pressures and conditions as stated in these specifications or called for on the plans. Ductile iron pipe shall conform to AWWA C-151 (ASA A21.51.).

The specified thickness will be determined for the given internal and external loading requirements in accordance with ASA A21.50. The class of pipe, wall thickness, and coatings required will be shown on the plans or the bid form for all ductile iron pipe installation.

Pipe may be furnished in 12, 16, 16 1/2, 18 or 20 feet nominal laying lengths.

Hydrostatic and acceptance tests shall be in accordance with AWWA Specification C-106 for "Cast Iron Pipe Centrifugally Cast In Metal Molds" or C-108 for sand molds.

The ENGINEER shall be provided with five (5) copies of each of the following tests for each contract involved:

- a) Talbot strip test.
- b) Ring and full length bursting tests.
- c) Chemical analysis of pipe.
- d) Certification that pipe was hydrostatically tested.

Any pipe not meeting the AWWA Specifications quoted above shall be rejected in accordance with the procedure outlined in the particular specifications.

The net weight, class or nominal thickness and sampling period shall be marked on each pipe.

Pipe joints shall be mechanical joint, rubber ring slip joint, flanged, or locked mechanical joint manufactured with Acrylonitrile Butadrene.

1.3.4 Fittings. Ductile iron mechanical joint or push-on type fittings with appropriate adapters shall be used with PVC pipe. All such fittings shall be approved by the pipe manufacturer, and complete data sent to the ENGINEER, including the manufacturer's approval, for review. Fittings shall comply with AWWA C-110 or C-111 and shall be manufactured for the size and pressure class of the line on which they are used. All fittings shall be manufactured in the United States of America.

1.3.5 Pipe Handling. Pipe delivered to site in general, will be stored, handled, distributed, placed, joined together, etc. in accordance with the Manufacturer's recommendation unless instructed otherwise by these specifications or by the ENGINEER.

1.4 Water Line Location. The CONTRACTOR shall be responsible for construction stakeout, based upon horizontal and vertical control points furnished by the ENGINEER. Changes in either vertical or horizontal alignment, as may be required during construction due to unforeseen obstacles or to accommodate changes in right-of-way, shall be made by the CONTRACTOR at the direction of the ENGINEER. Such modifications in alignment shall be accommodated by the CONTRACTOR and the completed work shall be paid for under the unit prices bid for the work.

1.5 Excavation. The CONTRACTOR shall make trench excavations to only such width to provide ample room for proper construction. Sheeting and shoring shall be provided as required for proper safety and compliance with OSHA regulations. Rock excavation shall be taken to a depth of 6-inches below bottom of pipe. If poor foundation conditions exist due to organic material or quicksand, the trench shall be under-excavated to the depth required and filled with stone to obtain proper bearing capacity.

Watchmen or barricades, lanterns and other such signs and signals as may be necessary to warn the public of the dangers in connection with open trenches, excavations and other

obstructions, shall be provided by and properly maintained at the expense of the CONTRACTOR.

Only one-half of street crossings and road crossings shall be excavated before placing temporary bridges over the side excavated for the convenience of the traveling public.

1.6 Blasting and Rock Excavation. There is to be no blasting or use of explosives on this project.

1.7 Storage of Excavated Material. All excavated material shall be stored in a manner that will not endanger the work and that will avoid obstructing roadways, sidewalks, and driveways. Hydrants under pressure, valve pit covers, valve boxes, curb stop boxes, fire and police call boxes or other utility controls shall be left unobstructed and accessible. Gutters shall be kept clear or other satisfactory provisions made for street drainage, and natural watercourses shall not be obstructed.

1.8 Shoring, Sheet piling, and Bracing. The CONTRACTOR shall furnish, place and maintain such sheet piling and bracing as may be required to support the sides of the excavation or to protect other structures from possible damage. All sheet piling and bracing shall be removed upon completion of the work, unless permitted to be left in place by the ENGINEER. Any sheet piling or bracing left in place shall be cut off at least two feet below the finished ground surface elevation. The cost of furnishing, placing, maintaining and removing sheet piling and bracing shall be included in the unit price bid for water lines. All work shall conform to OSHA requirements.

1.9 Removal of Water. The CONTRACTOR shall provide adequate pumps, temporary drains and appurtenant equipment to dewater excavations in such a manner that will not interfere with the progress of work.

1.10 Bedding. All water lines shall be bedded with 6-inches of #9 or approved equal stone under and on both sides of the pipe where necessary when rock or poor foundation conditions exist.

1.11 Thrust Blocks and Anchorage. Thrust blocks shall be installed whenever the pipe line changes direction, as at tees, bends, crosses, stops, as at a dead end; or at valves. The locations of thrust blocks depend on the direction of thrust and type of fitting. Their size and type depends on pressure, pipe size, kind of soil, and the type of fitting. Where thrusts act upward (as at vertical curves) the weight of the pipe, the water in the pipe and the weight of the soil over the pipe should be determined to make certain that the total weight is sufficient to resist upward movement. If there is not enough soil or if it will not compact over the pipe or it is too soft and mushy to resist movement, then ballast or concrete may be placed around the pipe in sufficient weight and volume to counteract the thrust. Where a fitting is used to make a vertical bend, the fitting may be anchored to a concrete thrust block designed to key in to undisturbed soil and to have enough weight to resist upward and outward thrust, since the newly placed backfill may not have sufficient holding power.

Thrust blocks shall be constructed of not less than Class B concrete conforming to KDOT Specification 601 and placed between the fitting and the trench wall. It is important to place the concrete so it extends to undisturbed (freshly cut) trench wall.

The thrust blocks shall be sized as shown on the DRAWINGS contained elsewhere in these Specifications.

1.12 Backfill. Trenches shall be backfilled and "walked in" at once up to the height specified and shown in the PLANS. Backfill material shall be such that it may be compactly tamped around the pipe. No rock larger than two inches will be permitted within six inches of the pipe. No loose rock larger than six inches shall be less than 12 inches from the pipe. In open, unpaved, or unsurfaced areas the remainder of the fill may be thrown in loose and ridged up over the top of the trench. Mechanical backfilling shall be done with a rotobackfiller or angle dozer. When trenches are in the traveled areas or other places where property will be damaged by settlement of fill, sufficient compaction shall be made immediately. The remainder of the dirt shall be ridged up over the trench unless otherwise ordered by the ENGINEER. The CONTRACTOR at no time shall open up more than 500 feet of trench ahead of backfill and cleanup.

Any damage to underground structures, pipes, wires, drains, etc. shall not be backfilled until they have been satisfactorily repaired or replaced to the original serviceability at the CONTRACTOR'S expense and as approved by the ENGINEER. Settlement of backfill may be done with water furnished by the CONTRACTOR under the direction of the ENGINEER where such will not endanger traffic or damage property. When excavated rock is used for backfilling, it shall have sufficient dirt or fine material to fill all voids and shall not be used within twelve inches of the pipe. All excess rock shall be cleaned up and taken away. No rock larger than two inches shall be left. In areas to be mowed, area shall be raked and smoothed with no rock larger than one inch.

The CONTRACTOR shall maintain the job in a neat and cleaned up condition at all times so as to cause minimum nuisance to the people. Procrastination of clean up and repair will not be tolerated. Minimum trench dirt shall be left outside trench and no soil outside trench shall be removed. Wherever it is necessary to tamp the trench because of traffic, sodding, or other conditions, the ENGINEER will so instruct the CONTRACTOR who will include this cost in unit price bid. This tamping must have a compaction of at least 90 percent. The CONTRACTOR will be responsible for any settlement or damage due to settlement where tamping has been done. The tamping must be done the same day that trenching is done if there appears to be any danger of precipitation. If the weather appears to be safe, the ENGINEER may permit the CONTRACTOR to complete the tamping the following day. Where tamping is ordered, all excess dirt must be removed the day trenching is done or the following day.

1.13 Temporary Surfacing. All trenches in streets, roads or drives shall, following compacted backfill, receive a top layer of compacted #610 dense grade stone. Such temporary surfacing shall be maintained, including nights and weekends, and such areas

shall be paved within two weeks as soon as conditions permit. All public or private drives shall be promptly backfilled or bridged.

1.14 Testing. The water line and appurtenances, as rapidly as valves are installed, shall be tested to the pressure rating of the pipe, or as directed by the ENGINEER, at point of maximum pressure. Defective joints of pipe shall be cut out and replaced as directed by the ENGINEER. Cracked or defective pipe fittings, valves or hydrants disclosed in the pressure test shall be replaced by the CONTRACTOR with sound material, and the test shall be repeated until the test results are satisfactory to the ENGINEER.

The CONTRACTOR shall maintain required pressure for six hours and shall measure the amount of water necessary to maintain this pressure for this length of time. The amount of water used to maintain the pressure shall not exceed five gallons per 24 hours per mile of pipe per inch nominal diameter of the pipe except in special hardship cases.

All leaks shall be repaired whenever or wherever there is evidence of a leak and the location is known or can be reasonably found. Water used by the CONTRACTOR shall be paid for by the CONTRACTOR at the monthly rates published by the DISTRICT.

1.15 Sterilization. Upon completion of a section, disinfection shall be done strictly in accordance with the procedure designated in Kentucky State Department of Health regulations which reads as follows: "All new water distribution systems including storage distribution tanks and repaired portions of or extensions to existing systems shall be thoroughly disinfected before being placed in service by the use of chlorine or chlorine compounds in such amounts as to produce a concentration of not less than 50 ppm and a residual of not less than 25 ppm at the end of 24 hours and followed by thorough flushing." Putting small amounts of powdered chlorine in each joint will not be acceptable. Where the new system is connected to the present system the CONTRACTOR will install a 3/4" water meter for the CONTRACTOR on a regular water meter customer basis.

The CONTRACTOR shall mix a chlorine solution of at least 50 ppm and fill the line with it. If the solution is 200 ppm it can be drained to succeeding sections several times without replenishing the chlorine, provided the residual can be maintained. The services shall all be in before the chlorine is drained. After 24-hours the line can be pressure tested. When pressure test is accepted, the line may be drained to the next section.

When customers start using the line the CONTRACTOR will move the meter to the valve beyond the last customer. At all times the CONTRACTOR will use water through the meter. This will prevent tanks being drained and inconvenience to customers.

1.16 Service Connections. Any utility connections encountered in the work shall be preserved and protected. Where relocation or repair is required to accommodate the work, they shall be made in a manner acceptable to the utility having jurisdiction over the service connection. Accommodation of service connections shall not constitute any basis for extra payment.

1.17 As-built Drawings. As each line is installed, i.e. Line A, etc., the CONTRACTOR shall maintain a carefully marked-up set of plans to show exact "as-built" location of all valves, flush hydrants, tees, blind flanges, tie-ins to existing lines, altitude valves, etc. All drawings shall pinpoint locations by two measured distances from prominent landmarks. As-built drawings shall also show the accurate location of other structures and utilities adjacent to or crossing the work. As-built drawings shall be periodically delivered to the ENGINEER.

1.18 Coordinations With Utilities. Prior to construction, the CONTRACTOR shall arrange to meet with representatives of all utilities, and provide them with his anticipated work schedule. The CONTRACTOR shall have the utilities make their best determination of utility locations in the areas in which he is working. Throughout the progress of the work, such field markings of utilities shall be kept current.

Repairs to any utilities damaged by the CONTRACTOR shall normally be performed by the utility at the CONTRACTOR'S expense, unless the CONTRACTOR and the utility negotiate other understandings and/or procedures.

1.19 Payment for Water. All water used from the OWNER supply shall be metered by meters supplied by the CONTRACTOR. The CONTRACTOR shall pay for such water monthly at the rates published by the DISTRICT. Water lost during water line breakage shall be computed at the monthly rates published by the DISTRICT. The quantity lost shall be computed on the basis of a discharge velocity of 7 feet/second, the diameter of the line, and the estimated duration of free uncontrolled discharge.

1.20 Cleanup. The CONTRACTOR shall provide effective cleanup of the work as it progresses. At the time of final inspection, no trenches shall show any undue evidence of the previous construction. All areas shall be left free of ruts due to construction equipment and shall have a clean and neat appearance without rubble or debris. The areas shall not be mounded up and shall be completely restored, and all yards and fields shall be re-seeded so land may be cultivated, mowed, etc. Straw and fertilizing shall accompany the seeding and the seed mixture shall match existing ground cover. If necessary to hasten proper restoration of terraces, principally along ditch lines, the CONTRACTOR shall sod such areas at the ENGINEER'S direction. For all line segments, final cleanup shall be performed within 60 days from day of installation.

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

In the course of construction, the CONTRACTOR may deflect horizontal alignment of the water line to avoid trees and to keep from damaging their roots. The CONTRACTOR

shall be fully responsible for settling all claims by private property owners concerning damage to trees and shrubs.

1.22 Dredge or Fill Material Discharge. Prior to the discharge of any dredged or fill material into streams, the contractor shall attain a Section 404 Permit from the U.S. Army Corps of Engineers.

1.23 Connection to Existing Water Mains. The CONTRACTOR shall be responsible for connecting the new water main to the existing water lines at the locations shown on the PLANS and capping abandoned lines at the direction of the ENGINEER.

1.24 Underground Marking Tape. At all locations where PVC pipe is utilized, a detectable underground marking tape shall be placed in the trench approximately six inches below the finished grade. The tape used shall be mylar encased aluminum foil with the printing "CAUTION - Buried Water Line Below." Printing shall be readable through the clear mylar and surface printing is not acceptable. Tape size shall be 2 inch width as provided by Lifeguard, Inc. or approved equal. Color of the tape shall be blue.

1.25 Connection to Existing Lines. The CONTRACTOR shall make the connections to the existing lines where shown on plans and the connections shall be included in the price for furnishing and laying water lines.

1.26 Measurement and Payment. The unit prices bid for water lines shall constitute full payment for furnishing and installing such lines, including all work as specified hereinabove. The distance shall be precisely measured as work progresses.

In making monthly payment estimates, failure of the contractor to provide continuous and orderly clean-up, periodic testing and orderly "as-built" records shall reduce "work-in-place" computations by ten percent (10%).

SECTION 2 CASING PIPE

2.0 COVER PIPE

2.1 Work Included. At the locations stated in the Proposal and as shown on PLANS, the CONTRACTOR shall furnish and install casing pipe for water lines.

2.2 Materials. Bored and jacked casing pipe shall be plain end steel pipe conforming to AWWA Specification C200 with a minimum yield strength of 35,000 psi. The inside diameter of the casing pipe shall be a minimum of four inches greater than the largest outside diameter of the water pipe, joint or coupling.

The minimum wall thickness shall be in accordance with the following table:

Diameter of Casing - Inches	Minimum Wall Thickness - Inches	
	Under Railroads	All Other Uses
less than 18	0.312	0.230
18	0.312	0.250

Casing pipe shall have continuously welded joints. Any field welding shall be performed by a certified welder and shall be in accordance with AWWA Specifications C206.

Refill material shall be KDOT standard #57 crushed stone or Class "B" concrete as required by the ENGINEER. Crushed stone and concrete shall conform to KDOT Specifications 805 and 601, respectively.

Backfill concrete shall be Class "B" conforming to KDOT Specification 601.

2.3 Prior Approvals. Prior to boring and jacking under roadways and railroad tracks, the CONTRACTOR shall submit drawings and other necessary information regarding the proposed construction to the ENGINEER for approval by the proper authorities.

2.4 Bore and Jack Construction. The CONTRACTOR shall investigate the subsurface conditions which will be encountered and shall base his bid on his findings. No distinction shall be made between boring through earth and boring through rock.

The CONTRACTOR shall provide a jacking pit, bore through the earth and/or rock and jack the casing pipe into place at the proper line and grade. The carrier pipe shall be pushed through the casing pipe with care being taken to insure that the pipe joints are tight and properly made.

Positioning guides (insulators) shall be utilized on all carrier pipe which is within the casing pipe. Positioning shall be accomplished by the use of pre-built spacers such as

those manufactured by the RACI Corp. or an approved equal. The contractors shall submit the type of position guide proposed for use for the approval of the Engineer. Spacing of the positioning guides shall be in accordance with the drawings.

The approach trench shall be large enough to accommodate one section of casing pipe and the jacks and blocking. Two rails or sills should be laid in the bottom of the trench to keep the casing at the established line and grade.

The installation procedure must be such that the casing pipe is placed concurrently with the removal of the soil. The outside diameter of the lead auger section must not be less than 1/2" smaller in diameter than the casing inside diameter.

The ends of the casing pipe shall be plugged and made watertight prior to backfilling. A neoprene coupling that will slip over the cover pipe and allow the carrier pipe to pass through will be considered water-tight. The flexible coupling shall be such as those manufactured by the Fernco Joint Sealer Co. or an approved equal.

2.5 Open Trench Construction The trench shall be excavated to a minimum width that will allow the pipe installation. The trench walls shall be kept as nearly vertical as possible. The minimum specified cover above the pipe shall be maintained. The Standard Details section shows the requirements for open trench crossings.

The backfill in the trench under any roads, driveways, or parking areas where the open trench method is used shall be of the type shown in the Standard Details and shall be deposited and compacted in uniform layers not to exceed the depth shown in the Standard Details.

The surface of the road, driveway, or parking area shall be replaced with the same type of material as specified under Pavement Replacement.

2.6 Traffic Control Devices and Maintenance of Traffic. The proper placement and maintenance of traffic control devices and the maintenance of traffic flows shall comply with the standards set forth under the General Specifications.

The CONTRACTOR shall notify the proper City, County, or State officials prior to the commencement of boring and jacking or tunnel operations.

2.7 Measurement and Payment. The unit price bid per linear foot for boring and jacking, as measured from end to end of casing pipe, shall constitute full compensation for the work as specified. Carrier pipes shall be furnished under Water Mains as described in other portions of the detailed specifications.

2.8 Elimination of any Bore. In the event the OWNER is permitted to install water lines through any of the State or County roads, employing open-cut methods, then payment for cover pipe installations shall be without the bore and pavement shall be replaced to State standards, but paid for under Pavement Replacement.

SECTION 3 LEFT BLANK INTENTIONALLY

SECTION 4 VALVES AND VALVE BOXED AND TAPPING SLEEVES

4.1 Work Included. The CONTRACTOR shall provide all labor, materials, equipment and tools to install gate valve and valve boxes shown on the PLANS and as directed.

4.2 Materials. Valves shall be designed for a minimum water working pressure of not less than 200 pounds per square inch. Valves shall have ends required for the piping in which they are installed. Gate valves shall have a clear water way equal to the nominal diameter, and shall be opened by turning to the left. The operating nut or wheel shall have an arrow cast in the middle, indicating the direction of opening. Each valve shall have the maker's initials, pressure rating and the year in which manufactured, cast on the body. Prior to shipment from the factory each valve shall be tested by hydraulic pressure of at least 300 pounds per square inch.

Valves two inches and larger shall be iron body, bronze mounted, non-rising stem, resilient-seated gate valves and shall conform to standard specifications of the American Water Works Association. The CONTRACTOR shall furnish the ENGINEER catalogs showing description, type, and dimensions of valves he proposes to use subject to approval by the ENGINEER.

Valve boxes shall be of cast iron of extension type with screw or slide adjustments and with flared base. The minimum thickness of metal shall be 3/16 inch. The cover shall have the word "WATER" cast in the metal. Valve boxes shall be installed over each outside gate valve unless otherwise shown on the PLANS. The boxes shall be of such lengths as will provide a cover of not less than 30 inches over the pipe. Two valve wrenches shall be furnished.

4.3 Tapping Sleeve and Valve. For making wet taps, a Mueller Tapping Sleeve and Valve or equal shall be used. The CONTRACTOR shall ascertain the type and size of pipe to which the connection is to be made prior to selection.

4.4 Installation. Valve boxes shall be set plumb and straight and with the operating nut directly in the center in thoroughly compacted earth with the top of the box level and projecting one fourth inch above high type streets, and an inch above other unpaved streets. The valve boxes, except in high type streets, shall have a four inch thick concrete slab three feet in diameter around and sloping away from the valve box.

4.5 Payment. The unit price bid shall constitute full compensation for furnishing and installing valves and valve boxes or tapping sleeve and valve.

SECTION 5 WATER TIE-INS

5.1 SCOPE. The CONTRACTOR shall provide all labor, materials, equipment and tools to install tapping sleeve and valve and tie-ins as shown on the plans and as directed.

5.2 TAPPING SLEEVE AND VALVE. For making wet taps, a Mueller Tapping Sleeve and Valve or equal shall be used. CONTRACTOR shall ascertain the type and size of pipe to which the connection is to be made prior to selection.

5.3 TIE-IN INTO EXISTING PIPELINE. This work shall consist of connecting new water pipes to the existing system where shown on the plans and shall include the necessary fittings, tapping sleeves, valves, and necessary equipment and material required to complete the connection.

Knowledge of pipe sizes in the existing system may not be accurate, therefore, it is recommend that the CONTRACTOR check outside diameters of existing pipe and types of pipe prior to ordering the required accessories. No additional payment will be allowed for matching pipe and/or accessories when the proper size is not ordered.

Neither the OWNER nor the ENGINEER can guarantee the location of the existing lines. The CONTRACTOR shall verify the location of all existing water mains and valves pertaining to the proposed improvements before excavation is started.

The necessary regulation or operation of the valves on existing mains, to allow for the connections being made, shall be supervised by the ENGINEER. Before shutting down an existing water main or branch main for a proposed connection, prior approval for a specific time and time interval shall be obtained from a representative of the OWNER. At no time shall an existing main be shut down without the OWNER'S knowledge and permission.

Excavation to existing water mains shall be carefully made, care being exercised not to damage the pipe. The excavation shall not be of excessive size or depth beneath the pipe. The sides of the excavation shall be as nearly vertical as possible.

The CONTRACTOR shall be responsible for any damages to the existing system and any such damage shall be repaired to the satisfaction of the ENGINEER at the CONTRACTOR'S expense.

The CONTRACTOR shall verify, by field inspection, the necessary sizes, lengths and the types of fittings needed for each inter-connection. Typical connections are shown on the plans and any modifications or changes shall be subject to the approval of the ENGINEER. The exact length of the proposed water main needed for this work shall also be determined by field measurement as required.

The probing required to locate existing mains is not a separate pay item.

5.4 ALIGNMENT OF TIE-INS. The CONTRACTOR shall be responsible for aligning tie-ins so that the coupling of the existing and new lines can be achieved without a mechanical joint turn fitting, i.e., 90°, 45°, etc. A mechanical joint sleeve coupling should be used at tie-in junction.

5.5 PAYMENT. All tie-ins shall be incidental items. The unit price bid for gate valves shall be paid under Section 4.

SECTION 6 FIRE HYDRANTS

6.1 SCOPE. The CONTRACTOR shall provide all labor, tools, equipment and materials to furnish and install fire hydrants, with gate valves, as shown on the Drawing .

6.2.1 MATERIALS

6.2.1 Regular Hydrants: All hydrants installed shall have a (6") mechanical joint (MJ) connection and shall have two hose outlets and one steamer connection designed for 200 psi working pressure or 300 psi hydrostatic pressure and shall conform to the latest version of AWWA C502. All working parts shall be bronze. The hose outlets and steamer nozzle shall be of such size and design that it will fit the existing fire fighting equipment. Hydrants shall be designed so that no water will be lost when they are broken off and so they can be repaired with a repair kit. Design, materials, and workmanship shall be similar and equal to the latest stock pattern ordinarily produced by the manufacturer. Length of barrel shall be such to provide 3½ foot bury depth. All hydrants shall have a 5 ¼ inch valve opening against pressure. The hydrants shall be equal to those manufactured by Mueller Super Centurion 200, or approved equal.

6.2.2 Flush Hydrants: Flush hydrants shall meet the above conditions, except the mechanical joint connection shall be 4-inch, the steamer nozzle is deleted and the valve opening is 4½ inches. Flush hydrants shall be Mueller Super Centurion 200, or equivalent.

6.2.3 Paint: Hydrants shall be painted red paint and "touched-up" following installation.

6.2.4 Submittals: Working drawings and full description of hydrants shall be submitted to the ENGINEER before ordering.

6.3 INSTALLATION. Hydrants shall be set at such elevations that the connecting pipe will have the same depth of cover as the distribution main. The hydrant shall be set upon a slab of stone or concrete not less than 15 inches (square) x 4 inches (thick). The back of the hydrant opposite the pipe connection shall be firmly anchored as shown on the Drawings to prevent the hydrants from blowing off the line. If the character of the soil is such, in the opinion of the ENGINEER, that the hydrant cannot be securely wedged, an in-line restraint system shall be used which shall be protected by an acid resistant coating.

Not less than seven cubic feet of No. 57 stone shall be placed around the base of the hydrant for drainage. Before the stone is placed and before it is backfilled the drain hole shall be inspected and thoroughly cleaned if necessary. The backfill around the hydrant shall be thoroughly compacted to the grade line in a manner satisfactory to the

ENGINEER. Hydrants shall have the interior cleaned of all foreign matter before installation.

All hydrants will be installed with the pumper connection facing the main access road or as directed by the ENGINEER.

Stuffing boxes shall be tightened and the hydrants shall be inspected in open and closed positions to see that all parts are in working condition.

6.4 PAYMENT. The unit price bid for Hydrant Assembly shall constitute full compensation for furnishing and installing the fire hydrants and associated gate valve, valve box, stone, fittings and concrete collar as depicted on the Drawings and as specified herein. Thrust blockage or restraint systems, as required, are considered incidental and will not be measured for separate payment.

SECTION 7 RECONNECT WATER METERS AND SERVICES

7.1 GENERAL

The CONTRACTOR shall furnish all labor, tools, equipment, and materials necessary for installing or reconnecting meter services if applicable or as shown on the plans and as directed.

7.2 RECONNECT METER SERVICE

If required the CONTRACTOR shall move and reconnect existing meter services as specified on the plans. The meter setting shall be outside of the right of way of the road. The contractor may use the existing meter, meter box and cover, coppersetter (including cut-off valve and check valve), for the reconnection service. Any part of the existing meter setting damaged by the CONTRACTOR shall be replaced with new material as described in section 7.4—Water Meter Settings. Any new material will be at the CONTRACTOR'S expense. Any additional service tubing needed shall be provided as described in section 7.5—Services.

Payment for this item will be for each meter moved with the service reconnected.

7.3 ABANDON METER SERVICE

All abandoned meter services if necessary will be performed by the Prestonsburg City's Utilities Commission employees. There will be no payment for this item.

7.4 WATER METER SETTINGS

7.4.1 MATERIALS. Meters shall include meter box and cover, meter, coppersetter (including cut-off valve and check valve), four feet of pipe, saddle and corporation stop iron pipe or rod to hold meter plumb, plus two feet of pipe and plug or cap on the customer's side of meter. (This latter item is to prevent the customer or his plumber from disarranging or loosening the meter after the CONTRACTOR has already set the meter in its proper position.) Where the main line is in the highway right-of-way, meters shall be set as close to the right-of-way fence as practicable. The standard details show the required meter setting.

7.4.1.1 Service Tubing: Service tubing shall be high density polyethylene conforming to AWWA C901. The polyethylene base resin shall meet cell clarification 345434C in accordance with ASTM D3350 and shall be rated PE 3408 by the Plastic Pipe Institute.

Sizes shall be 1-inch CTS (SDR-9) between the main and the meter set and ¾-inch IPS on the customer side. Connection to the main shall be made utilizing a saddle, such as

Contential's "Fast Tap", or approved equal. All pipe connections shall be stiffened with stainless steel inserts, as manufactured by Ford and others.

7.4.1.2 Setters: All setters shall be "tandem" setters with 12-inch rise and integral pack joints for 1" CTS at the inlet and ¾-inch IPS at the outlet, such as Ford's 170 Series Coppersettors, or approved equal. Setters shall be complete with a ball-type corporation stops on the inlet side of the meter, and a dual check valve on the outlet.

7.4.1.3 Meters: Meters shall be 5/8" x ¾", with low torque magnetic drives, in a cast bronze case, with a tamper-proof seal and standard frost bottom; and a working pressure of 150 psi. All meters shall be manufactured in accordance with AWWA C700. Meters shall be Neptune T-10, or approved equal.

7.4.1.4. Meter Boxes: Boxes shall be 18-inch diameter polyethelene, corrugated outside, smooth inside and height to accommodate the specified 12-inch rise tandem setter, with a service depth of 18 inches and minimum of 2-inch clearance between the yoke of the setter and the bottom or sides of the box. The lid shall be cast iron, raised frame type with a single-hole for the remote reading module. Boxes and lids shall be equal to Tyler Series, respectively, or approved equal.

7.4.1.5 Pressure Regulators: Residential pressure reducing valves (PRV) shall be installed in each setting. The PRV shall be Wilkins 600 SCLU series, or approved equal, with sealed case. Each PRV shall have an adjustable range of 25 to 75 psi, factory set at 50 psi.

7.4.2 Installation: Meters shall be set, complete as specified herein before, in a workmanlike manner. Backfill shall be neatly compacted to within ½" of the lid, or as directed by the Engineer. The top of the meter shall be at least 18 inches below the groundline line. The customer-side tubing shall extend from the meter to 10-foot inside the customer's property line. When permitted, splicing of short pieces PE tubing shall be accomplished by butt fusion or compression fittings under the Engineer's supervision. All disturbances in yards shall be immediately regraded, seeded and protected with straw mulch.

7.5 PAYMENT

The unit price bid multiplied by the number of meters set and accepted shall constitute full compensation for furnishing and installing the saddles, corporation stops, check valves, pressure regulators, meters, yokes, holding rods, boxes and lids, as well as, specified tubing.

Jacking service tubing under pavement and installations requiring stream crossings are considered incidental to the overall, successful meter installation; and, as such, no separate measurement nor payment will be made therefore.

SECTION 8 PAVEMENT REPLACEMENT

8.1 Work Included. Under this item, the CONTRACTOR shall provide all labor, tools, equipment and materials to install all pavement restoration at the water line trench.

This shall include replacement of all bituminous and concrete pavements and all sidewalks which have had to be removed as directed by the ENGINEER.

8.2 Work Not Included. Replacement of gravel or stone roadways or drives disturbed during construction shall be performed by the CONTRACTOR and shall be deemed to be paid for under prices bid under water lines. Also, pavement disturbed by the CONTRACTOR'S equipment, but in the normal line of work, shall be repaired by the CONTRACTOR at his expense.

8.3 Pavement Removal and Restoration. All concrete pavement to be removed for water line construction shall be saw cut at a unit width not exceeding the nominal pipe diameter plus 30-inches. All bituminous pavement shall be saw cut or spade cut, also at a width normally not exceeding pipe diameter plus 30-inches.

Upon completion of temporary stone surfacing as previously specified, the CONTRACTOR shall within two weeks re-pave the waterline trench in accord with the standard drawings shown. Deviations from dimensions of materials shown in the standard drawings to meet specific requirements stipulated by City, County, or State road officials shall be accepted by the CONTRACTOR, but such change shall not constitute any basis for extra compensation. Finished saw-cut pavement edges shall run parallel to the trench. Where edges erode or cave in during construction, the width between saw-cut lines shall be increased as required. Diagonal or curved out configurations shall normally not be accepted.

8.4 Sidewalks. Sidewalks which partially or fully lie over the line may be removed to accommodate installation of lines, and they shall be replaced in a neat and workmanlike manner at the expense of the CONTRACTOR.

8.5 Incidental Care of Adjacent Structures. Throughout the work of water line installation and replacement, the CONTRACTOR shall exercise caution in providing protection to adjacent walks, pavement, curbs, gutters and related structures. Care shall be taken not to mar concrete or bituminous surfaces with equipment, and damage to such surfaces shall be properly repaired at CONTRACTOR'S expense.

8.6 Measurement and Payment. The unit price bid per linear foot for pavement replacement, as measured along the main center line, shall constitute full compensation for the work.

Kentucky Transportation
Cabinet Project: 12-0191
US 23, MP 012 - 014
Floyd County

NOTICE

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
NATIONWIDE SECTION 404 PERMIT AUTHORIZATION

DEPARTMENT FOR ENVIRONMENTAL PROTECTION
KENTUCKY DIVISION OF WATER
SECTION 401 WATER QUALITY CERTIFICATION

PROJECT DESCRIPTION: Floyd County- 12-191- Improve Safety and access on US 23 between KY-80 and KY 3384

The Sections 404 and 401 activities for this project have previously been permitted under the authority of the Department of the Army, Nationwide Section 404 Permit Number 14, *Linear Transportation Projects* (with additional *Kentucky Regional General Conditions*), and the Division of Section 401 Water General Water Quality Certification. For these authorized permits to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Number 14 permit and General Water Quality Certification in a conspicuous location at the project site, with unencumbered public access, for the duration of construction and comply with the general conditions required.

Locations Impacting Water Quality

Station-Location	Description
Site 1 US 23 STA. 241+75 (Existing Gas Station/Church Entrance Pipe)	Culvert extension of 128 LF downstream on existing 84" CMP including headwall and riprap. Total additional stream impact on Mutton Fork of Bull Creek, a perennial stream: 0.044 acres. The watershed for this structure is 530 acres. Latitude: 37.63897 deg. Longitude: -82.75351 deg.

Kentucky Transportation
Cabinet Project: 12-0191
US 23, MP 012 - 014
Floyd County

Station-Location	Description
<p>Site 2 US 23 STA. 258+77 (Culvert Under KY 3384)</p>	<p>Culvert extension to an existing 60" RCP with headwalls and riprap. Total additional stream impact: 94 LF (58 LF upstream and 36 LF downstream) including Headwalls and Riprap in a perennial stream, Mutton Fork of Bull Creek with an associated increase in impacted area of 0.032 acres. The watershed for this structure is 206 acres.</p> <p>Latitude: 37.64209 deg. Longitude: -82.75828deg.</p>

This project involves work near and/or within Jurisdictional Waters of the United States as defined by the U. S. Army Corps of Engineers; therefore, requiring a Nationwide Number 14 General Section 404 permit. The Division of Water conditionally certified this General Permit. Importantly, one of those conditions regards the use of heavy equipment in any stream channel, or streambed. If there is need to cross the stream channel with heavy equipment, or conduct work within the stream channel, a work platform or temporary crossing, is authorized. This should be constructed with clean rock (preferably sandstone or granite east of a line stretching from the McCreary-Wayne County line to the southwest, northeasterly to Lewis-Greenup County line), and sufficient pipe to allow stream flow to continue, unimpeded (refer to the attached standard drawing for low-water crossings at end of the document). Other conditions may be found under the heading, *General Certification—Nationwide Permit # 14 Linear Transportation Projects*.

In order for this authorization to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Number 14 Approval in a conspicuous location at the project site, for the duration of the 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 Kentucky Transportation Cabinet, Division of Environmental Analysis. If such changes necessitate further permitting, then the contractor will be responsible for applying to the U. S. Army Corps of Engineers and the Kentucky Division of Water. A copy of any request to the Corps of Engineers or Division of Water 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.



**US Army Corps
of Engineers**

Louisville District ®

Public Notice

Public Notice No.
LRL-2020-00006

Please address all comments and inquiries to:
U.S. Army Corps of Engineers, Louisville District
ATTN: Meagan Knuckles, CELRL-RDS, Rm 752
P.O. Box 59
Louisville, Kentucky 40201-0059

Phone: (502) 315-6709

PUBLIC NOTICE FOR FEDERAL REGISTER NOTICE ANNOUNCING THE REISSUANCE OF THE NATIONWIDE PERMITS

On January 13, 2021, the U.S. Army Corps of Engineers (Corps) published a final rule in the *Federal Register* (86 FR 2744) announcing the reissuance of 12 existing nationwide permits (NWP) and four new NWP, as well as the reissuance of NWP general conditions and definitions with some modifications. The January 13, 2021, *Federal Register* notice is available for viewing at <https://www.federalregister.gov/documents/2021/01/13/2021-00102/reissuance-and-modification-of-nationwide-permits>. The 16 NWP, listed below, become effective on March 15, 2021, and will expire on March 14, 2026:

- NWP 12 – Oil or Natural Gas Pipeline Activities
- NWP 21 – Surface Coal Mining Activities
- NWP 29 – Residential Developments
- NWP 39 – Commercial and Institutional Developments
- NWP 40 – Agricultural Activities
- NWP 42 – Recreational Facilities
- NWP 43 – Stormwater Management Facilities
- NWP 44 – Mining Activities
- NWP 48 – Commercial Shellfish Mariculture Activities
- NWP 50 – Underground Coal Mining Activities
- NWP 51 – Land-Based Renewable Energy Generation Facilities
- NWP 52 – Water-Based Renewable Energy Generation Pilot Projects
- NWP 55 – Seaweed Mariculture Activities
- NWP 56 – Finfish Mariculture Activities
- NWP 57 – Electric Utility Line and Telecommunications Activities
- NWP 58 – Utility Line Activities for Water and Other Substances

On February 15, 2021, the Great Lakes and Ohio River Division (LRD) approved Kentucky regional conditions for the 2021 NWP in the Commonwealth of Kentucky. The Kentucky Regional Conditions for the 2021 NWP for the Commonwealth of Kentucky become effective on March 15, 2021 and are attached to this public notice. Additionally, the Louisville District has posted the Regional Conditions for the Commonwealth of Kentucky for the 2021 NWP on its

Regulatory Division
South Branch
Public Notice No. LRL-2020-00006

internet home page at: <http://www.lrl.usace.army.mil/Missions/Regulatory/Obtain-a-Permit/Nationwide/>.

KDOW denied the 401 WQC for NWP 43, NWP 44 and NWP 52, therefore an individual 401 WQC will be required for a project authorized by NWP 43, NWP 44 and NWP 52. The KDOW issued general WQCs for NWPs 12, 21, 29, 39, 42, 50, 51, 57 and 58. An individual 401 WQC will be required by the KDOW if the proposed activities do not meet the conditions of the general WQC. The KDOW certified NWPs 40, 48, 55 and 56 as written, therefore, projects authorized by these activities are certified as written and no further contact with KDOW would be required. The 401 WQC for the 2021 NWPs becomes effective on March 15, 2021 and is attached to this public notice. Additionally, the Louisville District has posted the 401 WQC on its internet homepage at the link noted above.

There are 40 existing NWPs that were not reissued or modified by the January 13, 2021 final rule. Those 40 NWPs were published in the January 6, 2017 issue of the Federal Register (82 FR 1860). The 40 2017 NWPs, accompanying regional conditions and 401 WQC will remain in effect until the Corps issues a final rule reissuing those NWPs, Regional Conditions, and 401 WQC, or until March 18, 2022, whichever comes first. Listed below are the 40 2017 NWPs that remain in effect, and the 2017 Kentucky Regional Conditions are on the Louisville Districts internet homepage at the link noted above.

- NWP 1 – Aids to Navigation
- NWP 2 – Structures in Artificial Canals
- NWP 3 – Maintenance
- NWP 4 – Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities
- NWP 5 – Scientific Measurement Devices
- NWP 6 – Survey Activities
- NWP 7 – Outfall Structures and Associated Intake Structures
- NWP 8 – Oil and Gas Structures on the Outer Continental Shelf
- NWP 9 – Structures in Fleeting and Anchorage Areas
- NWP 10 – Mooring Buoys
- NWP 11 – Temporary Recreational Structures
- NWP 13 – Bank Stabilization
- NWP 14 – Linear Transportation Projects
- NWP 15 – U.S. Coast Guard Approved Bridges
- NWP 16 – Return Water From Upland Contained Disposal Areas
- NWP 17 – Hydropower Projects
- NWP 18 – Minor Discharges
- NWP 19 – Minor Dredging
- NWP 20 – Response Operations for Oil or Hazardous Substances
- NWP 22 – Removal of Vessels
- NWP 23 – Approved Categorical Exclusions

Regulatory Division
South Branch
Public Notice No. LRL-2020-00006

- NWP 24 – Indian Tribe or State Administered Section 404 Programs
- NWP 25 – Structural Discharges
- NWP 27 – Aquatic Habitat Restoration, Establishment, and Enhancement Activities
- NWP 28 – Modifications of Existing Marinas
- NWP 30 – Moist Soil Management for Wildlife
- NWP 31 – Maintenance of Existing Flood Control Facilities
- NWP 32 – Completed Enforcement Actions
- NWP 33 – Temporary Construction, Access, and Dewatering
- NWP 34 – Cranberry Production Activities
- NWP 35 – Maintenance Dredging of Existing Basins
- NWP 36 – Boat Ramps
- NWP 37 – Emergency Watershed Protection and Rehabilitation
- NWP 38 – Cleanup of Hazardous and Toxic Waste
- NWP 41 – Reshaping Existing Drainage Ditches
- NWP 45 – Repair of Uplands Damaged by Discrete Events
- NWP 46 – Discharges in Ditches
- NWP 49 – Coal Remining Activities
- NWP 53 – Removal of Low-Head Dams
- NWP 54 – Living Shorelines

Questions concerning implementation of the NWPs and associated Regional Conditions should be sent to LRL.RegulatoryPublicComment@usace.army.mil or you can contact Ms. Meagan Knuckles at (502) 315-6709.

2021 KENTUCKY REGIONAL GENERAL CONDITIONS

These regional conditions are in addition to, but do not supersede, the requirements in the Federal Register (Volume 86, No. 8 on Date January 13, 2021, pp 2744).

Notifications for all Nationwide Permits (NWP) shall be in accordance with General Condition No. 32.

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 12 (Oil or Natural Gas Pipeline Activities)

NWP 51 (Land-Based Renewable Energy Generation Facilities)

NWP 57 (Electric Utility Line and Telecommunications Activities)

NWP 58 (Utility Line Activities for Water and Other Substances)

2. All applications and requests should be submitted electronically. To submit applications or other requests electronically, all documents should be saved as a PDF document, and then submitted as an attachment in an email to the following email address:

CELRL.Door.To.The.Corps@usace.army.mil

Your email should include the following:

- a) Subject Line with the name of the applicant, type of request, and location (County and State). Example: RE: Doe, John, DA Permit Application, Jefferson County, KY
- b) Brief description of the request and contact information (phone number, mailing address, and email address) for the applicant and/or their agent.
- c) Project Location: Address and Latitude/Longitude in decimal degrees (e.g. 42.927883, -88.362576).

All forms that require signature must be digitally signed or signed manually, scanned and then sent electronically.

Electronic documents must have sufficient resolution to show project details. In order to have the highest quality documents, the original digital documents should be converted to PDF rather than providing scanned copies of original documents.

The electronic application and attached documents must not exceed 10 megabytes (10MB).

3. For all activities, the applicant shall review the U.S. Fish and Wildlife Service's IPaC website: <http://ecos.fws.gov/ipac> to determine if the activity might affect threatened and/or endangered species or designated critical habitat. If federally listed species or designated critical habitat are identified, a PCN in accordance with General Condition 18 and 32 would be triggered and the official species list generated from the IPaC website must be submitted with the PCN.

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. 32 in the Federal Register (Volume 86, No. 8 on Date January 13, 2021, pp 2873).

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
300 Sower Boulevard, 3rd Floor
Frankfort, KY 40601

Commissioner
Department of Fish and Wildlife Resources
#1 Sportsman's Lane
Frankfort, KY 40601

Executive Director and State Historic Preservation Officer
Kentucky Heritage Council
410 High Street
Frankfort, KY 40601



ANDY BESHEAR
GOVERNOR

REBECCA W. GOODMAN
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

ANTHONY R. HATTON
COMMISSIONER

300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601

December 18, 2020

Mr. David Baldrige
Chief, South Branch
Regulatory Division
U.S. Army Corps of Engineers, Louisville District
600 Dr. Martin Luther King Jr Pl
Louisville, Kentucky 40202

Re: §401 Water Quality Certification
Nationwide Permits 2020
AI No.: 35050; Activity ID: APE20200005
USACE ID No.: LRL-2020-00006

Dear Mr. Baldrige:

The Kentucky Division of Water (Division) received requests for Section 401 Water Quality Certification from the U.S. Army Corps of Engineers, Louisville District for the proposed 2020 Nationwide Permits 3, 4, 5, 6, 7, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 27, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 45, 46, 48, 49, 50, 51, 52, 53, 54, C, D and E on October 19, 2020 and proposed 2020 Nationwide Permits 1, 2, 8, 9, 10, 11, 24, 28, 35, A and B on December 10, 2020. The Division has reviewed the conditions specified in each proposed permit and the general conditions that apply to all Nationwide Permits and made determinations to certify, deny or waive. Please review the enclosed package for a summary of these determinations.

It is the determination of the Division that proposed Nationwide Permits 1, 2, 4, 6, 8, 9, 10, 11, 20, 22, 24, 28, 34, 35, 40, 41, 48, 54, A and B provide reasonable assurances as written, that the applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 303, 304, 306, and 307 of the CWA, will not be violated. The Division considers Nationwide Permits 1, 2, 4, 6, 8, 9, 10, 11, 20, 22, 24, 28, 34, 35, 40, 41, 48, 54, A and B certified as written.

It is the determination of the Division that proposed Nationwide Permits 3, 5, 7, 12, 13, 14, 15, 18, 19, 21, 23, 25, 27, 29, 30, 31, 33, 36, 37, 39, 42, 45, 46, 49, 50, 51, C, D, and E can provide reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 303, 304, 306, and 307 of the CWA, will not be violated if these activities are performed in compliance with the conditions included for each General Certification. The Division considers Nationwide Permits 3, 5, 7, 12, 13, 14, 15, 18, 19, 21, 23, 25, 27, 29, 30, 31, 33, 36, 37, 39, 42, 45, 46, 49, 50, 51, C, D, and E certified with conditions.

Consistent with Section 401 of the Clean Water Act, the General Certification conditions are designed to ensure activities carried out under Nationwide Permits authorized by the U.S. Army Corps of Engineers will comply with applicable water quality requirements. Where applicable, these conditions are in addition to, not a replacement for, any federal requirements or conditions.

It is the determination of the Division that proposed Nationwide Permits 16, 17, 32, 38, 43, 44, 52, and 53 will require a site-specific Individual Water Quality Certification and will be denied a general certification for these activities. The activities, as permitted in these proposed Nationwide Permits, do not provide sufficient information about the activity design and methodology or the discharge that may occur to be certified as written. The denial for a general certification is based on the Division's inability to generally condition these activities to ensure that the activities will comply with Kentucky's water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 303, 304, 306, and 307 of the CWA.

The draft determinations were made available for public comment from November 17, 2020 through December 17, 2020. The final determinations will be available to the public on our website at <https://eec.ky.gov>. Please contact Elizabeth Harrod by phone at 502-782-6700 or email at Elizabeth.Harrod@ky.gov if you have any questions.

Sincerely,



Elizabeth Harrod, Supervisor
Water Quality Certification Section
Kentucky Division of Water

Enclosure

cc: Mike Ricketts, Louisville District [Michael.S.Ricketts@usace.army.mil]
Josh Frost, Nashville District [Joshua.W.Frost@usace.army.mil]
Timothy Wilder, Memphis District [Timothy.C.Wilder@usace.army.mil]
Ashley Monroe, U.S. EPA [Monroe.Ashley@epa.gov]
Lee Andrews, USFWS: Frankfort [kentuckyes@fws.gov]
Doug Dawson, Kentucky Department of Fish and Wildlife Resources [doug.dawson@ky.gov]



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CHARLES G. SNAVELY
SECRETARY

**ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION**

R. BRUCE SCOTT
COMMISSIONER

300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601

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

This General Certification is issued March 19, 2017, 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.

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

4. The activity will impact less than 300 linear feet of surface waters of the Commonwealth. Stream realignment greater than 100 feet and in-stream stormwater detention/retention basins are not covered under this general water quality certification.
5. For complete linear transportation projects, all impacts shall not exceed a cumulative length of 500 linear feet within each Hydrologic Unit Code (HUC) 14.
6. Any crossings must be constructed in a manner that does not impede natural water flow.
7. 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).
8. 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.
9. Activities that do not meet the conditions of this General Water Quality Certification require an Individual Section 401 Water Quality Certification.
10. Activities qualifying for coverage under this General Water Quality Certification are subject to the following conditions:
 - Projects requiring in-stream stormwater detention/retention basins shall require individual water quality certifications.
 - 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,

General Certification--Nationwide Permit # 14
Linear Transportation Projects
Page 3

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.
- 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.

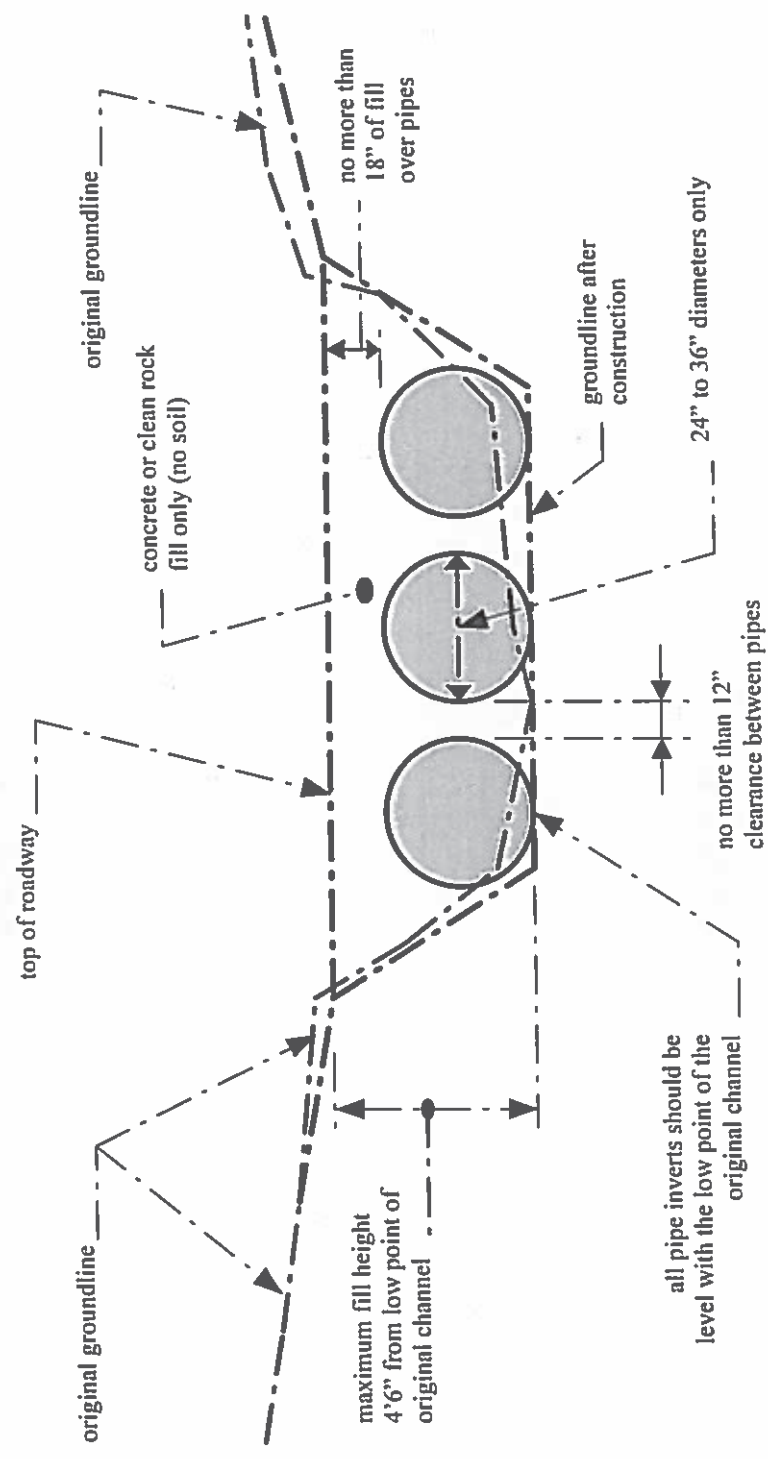
Non-compliance with the conditions of this general certification or violation of Kentucky state water quality standards may result in civil penalties.

GENERAL CONDITIONS FOR WATER QUALITY CERTIFICATION

1. 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.
2. Nationwide permits issued by the U.S. Army Corps of Engineers for projects in Outstanding State Resource Waters, Cold Water Aquatic Habitats, and Exceptional Waters as defined by 401 KAR 10:026 shall require individual water quality certifications.
3. Projects requiring in-stream stormwater detention/retention basins shall require individual water quality certifications.
4. 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.
5. Sediment and erosion control measures (e.g., check-dams, silt fencing, or hay bales) 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, placement shall not be conducted in such a manner that may cause instability of streams that are adjacent to, upstream, or downstream of the structures. All sediment and erosion control measures shall be removed and the natural grade restored prior to withdrawal from the site.
6. Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
7. To the maximum extent practicable, all in-stream work under this certification shall be performed during low flow.
8. 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 where such in-stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize re-suspension of sediments and disturbance to the channel, banks, or riparian vegetation.
9. If there are water supply intakes located downstream that may be affected by increased turbidity, the permittee shall notify the operator when work will be performed.
10. Removal of existing riparian vegetation should be restricted to the minimum necessary for project construction.

11. Should stream pollution, 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 Kentucky Division of Water shall be notified immediately by calling 800/564-2380.

ATTACHMENT 1



NOTES:

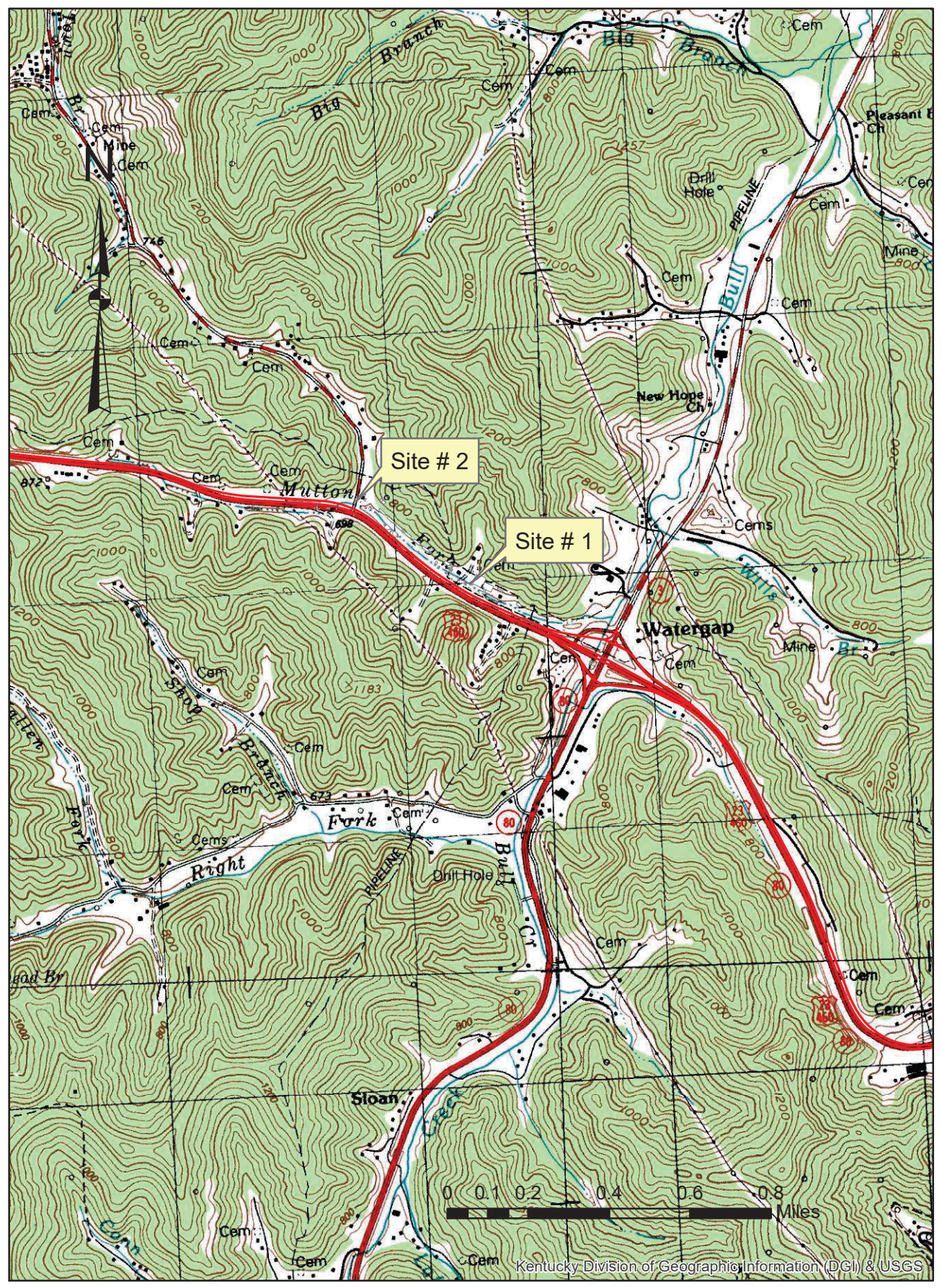
1. This is a conceptual drawing. The number and size of pipes and other details will vary depending on specific site conditions.
2. The pipes and backfill must be contained within the stream channel as shown above. During the construction of the approaches and access roadway across the floodplain, unstable and unconsolidated materials unsuitable for roadways may be excavated and replaced with riprap, crushed stone, or other stable road construction materials. This may only be done, however, with the following provisions: (1) the disposal of excess, unconsolidated materials thus excavated must be outside of the floodplain and (2) the finished surface of the completed road may be no more than three inches (3") above the pre-construction surface of the floodplain at any point beyond the top of banks.

LOW-WATER CROSSING

STANDARD DRAWING

Not to Scale

12-191- Improve safety and access on US 23 between KY 80 and KY 3384 - Stream Impact Locations



KYTC BMP Plan for Project PCN ## - #####



Kentucky Transportation Cabinet

Highway District 12

And

_____ **(2), Construction**

**Kentucky Pollutant Discharge Elimination System
Permit KYR10
Best Management Practices (BMP) plan**

Groundwater protection plan

For Highway Construction Activities

For

**Improve Safety and Access on US 23 Between KY
80 and KY 3384.**

Project: PCN ## - #####

SYP Item Number: 12-191.00

KYTC BMP Plan for Project PCN ## -

Project information

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

1. Owner – Kentucky Transportation Cabinet, District 12
2. Resident Engineer:
3. Contractor name: (2)
Address: (2)

Phone number: (2)
Contact: (2)
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route (Address) 354 US 23
 Prestonsburg, KY 41653
6. Latitude/Longitude (project mid-point) 37.639166, -82.754444
7. County (project mid-point) Floyd
8. Project start date (date work will begin): (2)
9. Projected completion date:

A. Site description:

1. Nature of Construction Activity (from letting project description)
Improve Safety and Access on US 23 between KY 80 and KY 3384.

KYTC BMP Plan for Project PCN ## -

2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved 10,918 cubic yards
4. Estimate of total project area (acres) 2.28 acres
5. Estimate of area to be disturbed (acres) 2.28 acres
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information. No additional data.
7. Data describing existing soil condition No additional data
8. Data describing existing discharge water quality (if any) No additional data
9. Receiving water name Mutton Fork
10. TMDLs and Pollutants of Concern in Receiving Waters: (1 DEA)
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
12. Potential sources of pollutants:

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

B. Sediment and Erosion Control Measures:

KYTC BMP Plan for Project PCN ## -

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

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

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

KYTC BMP Plan for Project PCN ## -

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

KYTC BMP Plan for Project PCN ## -

- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are : None

C. Other Control Measures

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

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

3. Hazardous Waste

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

4. Spill Prevention

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

- **Good Housekeeping:**

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

- An effort will be made to store only enough product required to do the job

KYTC BMP Plan for Project PCN ## -

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

➤ **Hazardous Products:**

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

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

The following product-specific practices will be followed onsite:

➤ **Petroleum Products:**

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

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

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

➤ **Fertilizers:**

KYTC BMP Plan for Project PCN ## -

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

➤ **Paints:**

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

➤ **Concrete Truck Washout:**

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

➤ **Spill Control Practices**

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

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.

KYTC BMP Plan for Project PCN ## -

- Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. **None**

E. Maintenance

1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
 - Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance. **None**

F. Inspections

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

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.

KYTC BMP Plan for Project PCN ## -

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

G. Non – Storm Water discharges

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

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

KYTC BMP Plan for Project PCN ## -

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

H. Groundwater Protection Plan (3)

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

➤ Contractor's statement: (3)

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

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

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

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

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

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

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

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

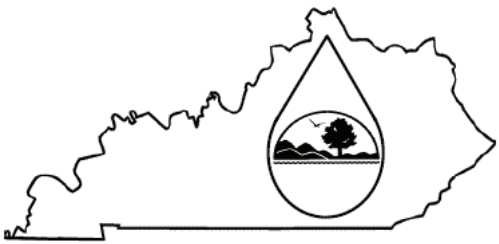
_____ There are no activities for this project as listed in 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan.

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

KYTC BMP Plan for Project PCN ## - #####

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

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



KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES)

Notice of Intent (NOI) for coverage of Storm Water Discharge
Associated with Construction Activities Under the KPDES Storm
Water General Permit KYR100000

Click here for Instructions
(Controls/KPDES_FormKYR10_Instructions.htm)

Click here to obtain information and a copy of the KPDES General Permit.
([https://eec.ky.gov/Environmental-
Protection/Water/PermitCert/KPDES/Documents/KYR10PermitPage.pdf](https://eec.ky.gov/Environmental-Protection/Water/PermitCert/KPDES/Documents/KYR10PermitPage.pdf))

(*) indicates a required field; (✓) indicates a field may be required based on user input or is an
optionally required field

Reason for Submittal:(*) <input type="text" value="Application for New Permit Coverage"/>	Agency Interest ID: <input type="text" value="Agency Interest ID"/>	Permit Number:(✓) <input type="text" value="KPDES Permit Number"/>
--	--	---

If change to existing permit coverage is requested, describe the changes for which modification of coverage is being sought:(✓)

ELIGIBILITY:
Stormwater discharges associated with construction activities disturbing individually one (1) acre or more, including, in the case of a common plan of development, contiguous construction activities that cumulatively equal one (1) acre or more of disturbance.

EXCLUSIONS:
The following are excluded from coverage under this general permit:
 1) Are conducted at or on properties that have obtained an individual KPDES permit for the discharge of other wastewaters which requires the development and implementation of a Best Management Practices (BMP) plan;
 2) Any operation that the DOW determines an individual permit would better address the discharges from that operation;
 3) Any project that discharges to an Impaired Water listed in the most recent Integrated Report, §305(b) as impaired for sediment and for which an approved TMDL has been developed.

SECTION I -- FACILITY OPERATOR INFORMATION (PERMITTEE)

Company Name:(✓) <input type="text" value="KYTC District 12"/>	First Name:(✓) <input type="text" value="Mary"/>	M.I.: <input type="text" value="W"/>	Last Name:(✓) <input type="text" value="Holbrook"/>
Mailing Address:(*) <input type="text" value="109 Loraine Street"/>	City:(*) <input type="text" value="Pikeville"/>	State:(*) <input type="text" value="Kentucky"/>	Zip:(*) <input type="text" value="41501"/>
eMail Address:(*) <input type="text" value="MaryW.Holbrook@ky.gov"/>	Business Phone:(*) <input type="text" value="606-433-7791"/>	Alternate Phone: <input type="text" value="Phone"/>	

SECTION II -- GENERAL SITE LOCATION INFORMATION

Project Name:(*) <input type="text" value="PCN ##-####, SYP Item Number: 12-191.00"/>	Status of Owner/Operator(*) <input type="text" value="State Government"/>	SIC Code(*) <input type="text" value="1611 Highway and Street Const"/>	
Company Name:(✓) <input type="text" value="KYTC District 12"/>	First Name:(✓) <input type="text" value="Mary"/>	M.I.: <input type="text" value="W"/>	Last Name:(✓) <input type="text" value="Holbrook"/>
Site Physical Address:(*) <input type="text" value="354 US 23"/>			
City:(*) <input type="text" value="Prestonsburg"/>	State:(*) <input type="text" value="Kentucky"/>	Zip:(*) <input type="text" value="41653"/>	
County:(*) <input type="text" value="Floyd"/>	Latitude(decimal degrees)(*)DMS to DD Converter (https://www.fcc.gov/media/radio/dms-decimal) <input type="text" value="37.639166"/>	Longitude(decimal degrees)(*) <input type="text" value="-82.754444"/>	

SECTION III -- SPECIFIC SITE ACTIVITY INFORMATION

Project Description:(*)

a. For single projects provide the following information

Total Number of Acres in Project:(√) <input style="width:95%;" type="text" value="2.28"/>	Total Number of Acres Disturbed:(√) <input style="width:95%;" type="text" value="2.28"/>
Anticipated Start Date:(√) <input style="width:95%; height: 20px;" type="text"/>	Anticipated Completion Date:(√) <input style="width:95%; height: 20px;" type="text"/>

b. For common plans of development provide the following information

Total Number of Acres in Project:(√) <input style="width:95%;" type="text" value="# Acre(s)"/>	Total Number of Acres Disturbed:(√) <input style="width:95%;" type="text" value="# Acre(s)"/>
Number of individual lots in development, if applicable:(√) <input style="width:95%;" type="text" value="# lot(s)"/>	Number of lots in development:(√) <input style="width:95%;" type="text" value="# lot(s)"/>
Total acreage of lots intended to be developed:(√) <input style="width:95%;" type="text" value="Project Acres"/>	Number of acres intended to be disturbed at any one time:(√) <input style="width:95%;" type="text" value="Disturbed Acres"/>
Anticipated Start Date:(√) <input style="width:95%; height: 20px;" type="text"/>	Anticipated Completion Date:(√) <input style="width:95%; height: 20px;" type="text"/>

List Building Contractor(s) at the time of Application:(*)

	Company Name			
+				

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

Discharge Point(s):

	Unnamed Tributary?	Latitude	Longitude	Receiving Water Name	
1	No	37.638234	-82.751873	Mutton Fork	Delete
2	No	37.638280	-82.751926	Mutton Fork	Delete
3	No	37.638821	-82.753224	Mutton Fork	Delete
4	No	37.642001	-82.758067	Mutton Fork	Delete
+					

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

Name of MS4: <input style="width:98%; height: 20px;" type="text"/>											
Date of application/notification to the MS4 for construction site permit coverage: <input style="width:95%;" type="text" value="Date"/>	Discharge Point(s):(*) <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:20%;">Latitude</th> <th style="width:20%;">Longitude</th> <th style="width:10%;"></th> <th style="width:10%;"></th> </tr> </thead> <tbody> <tr> <td style="text-align:center;">+</td> <td colspan="4" style="height: 100px;"></td> </tr> </tbody> </table>		Latitude	Longitude			+				
	Latitude	Longitude									
+											

SECTION VI -- WILL THE PROJECT REQUIRE CONSTRUCTION ACTIVITIES IN A WATER BODY OR THE RIPARIAN ZONE?

Will the project require construction activities in a water body or the riparian zone?: (*)	<input style="width:95%;" type="text" value="Yes"/>
If Yes, describe scope of activity: (√)	<input style="width:95%;" type="text" value="Impacts associated with culvert extension."/>
Is a Clean Water Act 404 permit required?:(*)	<input style="width:95%;" type="text" value="Yes"/>

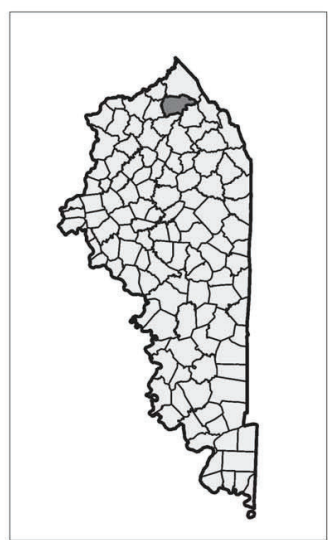
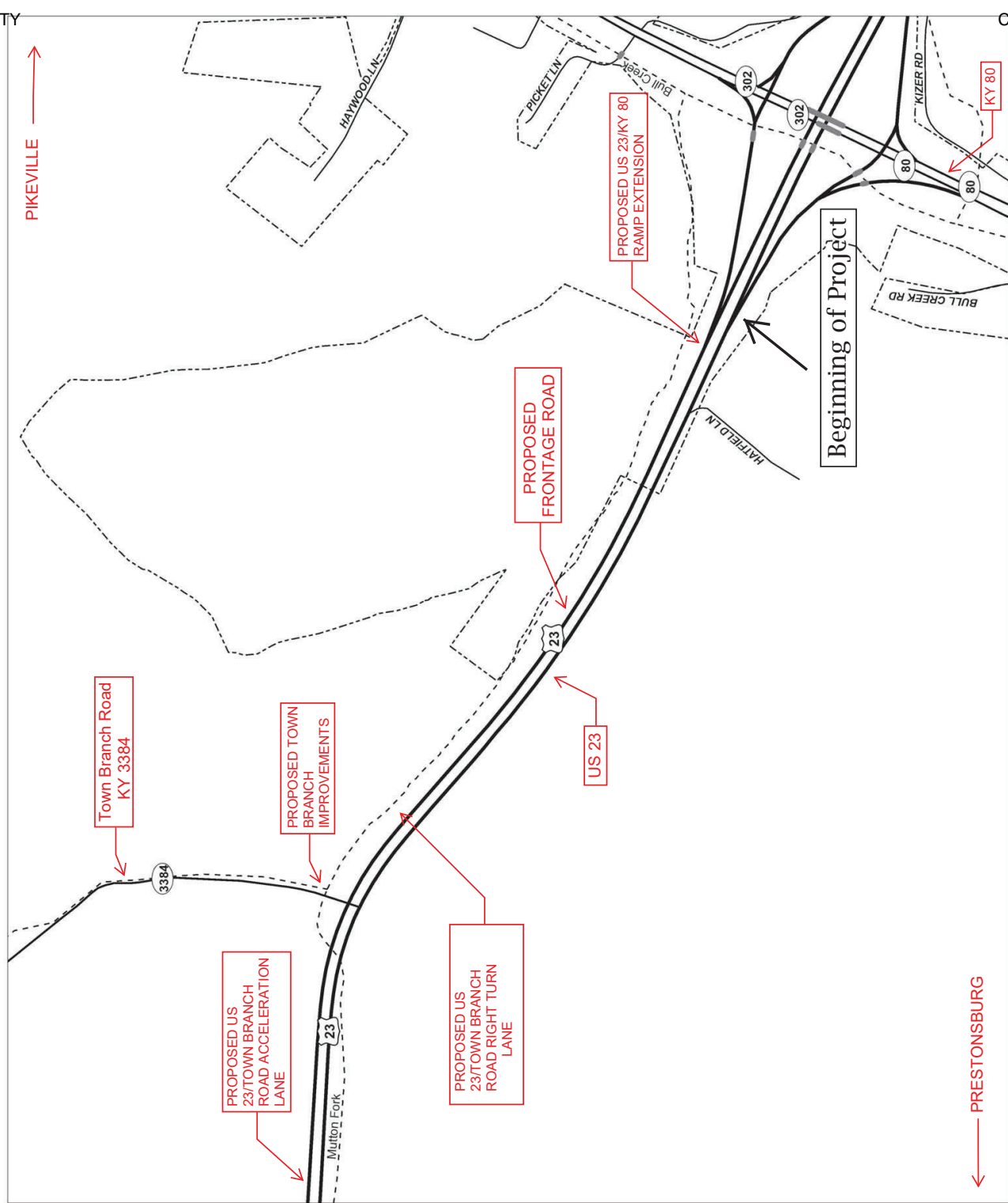
Is a Clean Water Act 401 Water Quality Certification required?:(*)	Yes
--	-----

SECTION VII -- NOI PREPARER INFORMATION			
First Name:(*) Chris	M.I.: MI	Last Name:(*) James	Company Name:(*) KYTC District 12
Mailing Address:(*) 109 Loraine Street	City:(*) Pikeville	State:(*) Kentucky	Zip:(*) 41501
eMail Address:(*) Chris.James@ky.gov	Business Phone:(*) 606-433-7791	Alternate Phone: Phone	

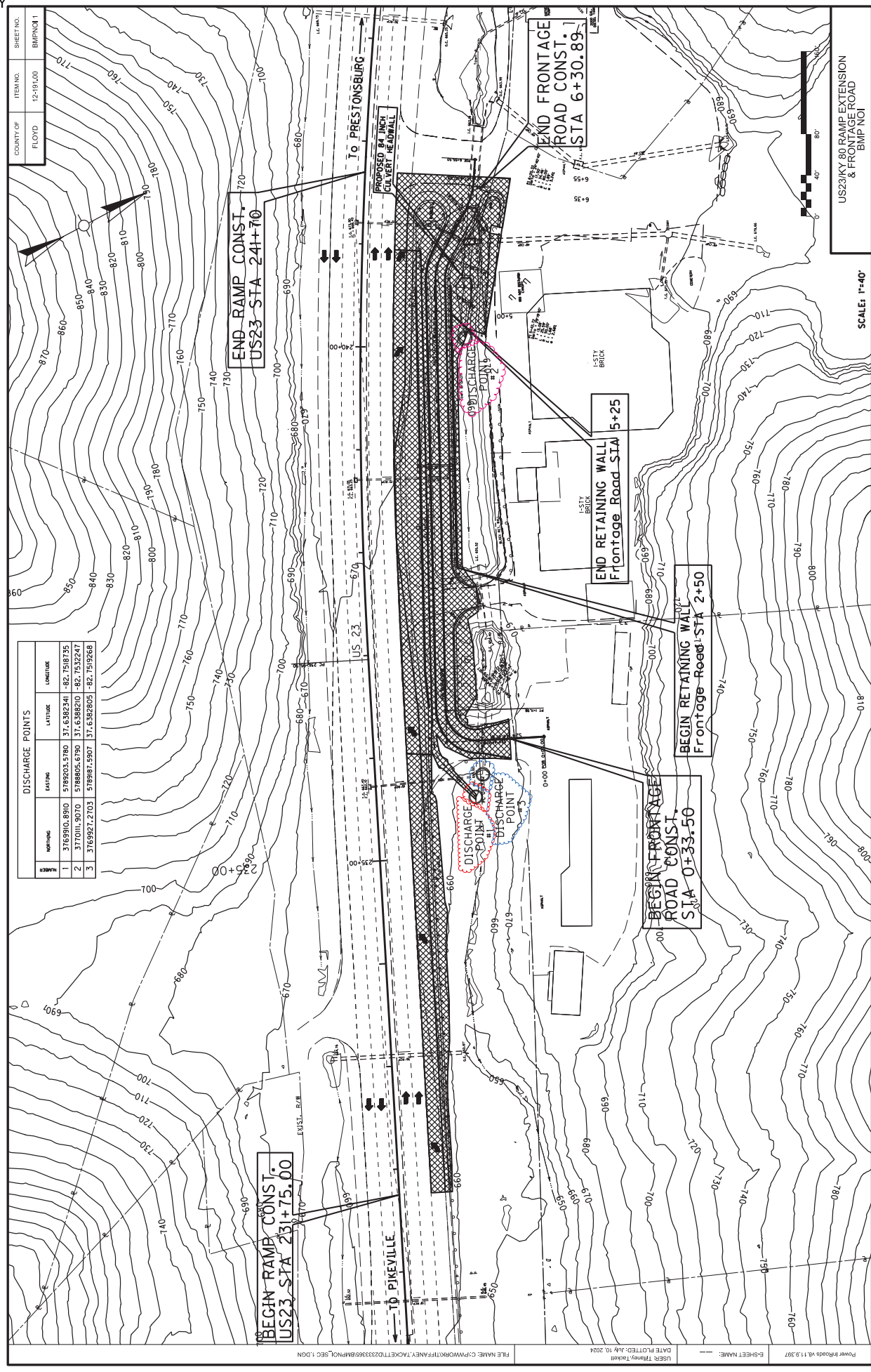
SECTION VIII -- ATTACHMENTS	
Facility Location Map:(*)	<input type="button" value="Upload file"/>
Supplemental Information:	<input type="button" value="Upload file"/>

SECTION IX -- CERTIFICATION			
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.			
Signature:(*) Mary W. Holbrook		Title:(*) Chief District Engineer	
First Name:(*) Mary	M.I.: W	Last Name:(*) Holbrook	
eMail Address:(*) MaryW.Holbrook@ky.gov	Business Phone:(*) 606-433-7791	Alternate Phone: Phone	Signature Date:(*) Date

<input type="button" value="Click to Save Values for Future Retrieval"/>	<input type="button" value="Click to Submit to EEC"/>
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**FLOYD COUNTY
ITEM #12-0191
US 23 SAFETY IMPROVEMENTS
FROM MP 12.7 TO MP 13.8**



DISCHARGE POINTS

NUMBER	STATIONING	EASTING	LATITUDE	LONGITUDE
1	3769910.8910	5789203.5780	37.6382241	-82.758735
2	3770111.9070	5788805.6790	37.6388210	-82.7532247
3	3769927.2703	5789897.5907	37.6382805	-82.759268

COUNTY OF FLOYD SHEET NO. 12-19-00 BMP/NOI 1

US 23
TO PIKEVILLE
TO PRESTONSBURG

END RAMP CONST.
US23 STA 24+70

BEGIN RAMP CONST.
US23 STA 23+75.00

BEGIN FRONTAGE
ROAD CONST.
STA 0+33.50

END FRONTAGE
ROAD CONST.
STA 6+30.89

BEGIN RETAINING WALL
Frontage Road STA 2+50

END RETAINING WALL
Frontage Road STA 5+25

PROPOSED 84 INCH
CULVERT HEADWALL

DISCHARGE POINT

US23KY 80 RAMP EXTENSION
& FRONTAGE ROAD
BMP NOI

SCALE: 1"=40'

USERS: Trimmey, Tackell
E-SHEET NAME: ---
E-SHEET NUMBER: 11.3.397
DATE PLOTTED: JUN 10, 2024
FILE NAME: C:\P\WORK\TRIMMEY\PROJECT\10233388\BMP\NOI_SECT_1.DWG



COUNTY OF
FLOYD

ITEM NO.
12-091.00

SHEET NO.
R19

DISCHARGE POINTS

NUMBER	NORTHING	EASTING	LATITUDE	LONGITUDE
4	3771224.2571	5787367.1999	37.6420012	-82.7580670

US23 & TOWN BRANCH
IMPROVEMENTS
EROSION CONTROL SHEET

SCALE: 1"=60'

Power Inroads 08/11/9,397 E-SHEET NAME:
US23, Tiffney, Lockett DATE PLOTTED: July 10, 2024
FILE NAME: C:\PWORK\TFFNEY, TACKETT\0233365.BMP, SECT 2.DWG

KENTUCKY TRANSPORTATION CABINET COMMUNICATING ALL PROMISES (CAP)

Item No. 12 - 191

County: Floyd

Route: 23

Project Manager: SAMUEL HALE

7/11/24

CAP #	Date of Promise	Promise made to:	Location of Promise:	CAP Description
1	8/31/21	GDOW	Parcel 2	The entrance to property on Town Branch Road will be graveled or paved to meet the needs of service/utility vehicles. Entrance on Northbound US 23 will remain accessible and left in equal or better condition.

PART II
SPECIFICATIONS AND STANDARD DRAWINGS

STANDARD SPECIFICATIONS

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 2019* and *Standard Drawings, Edition of 2020*.

SUPPLEMENTAL SPECIFICATIONS

The contractor shall use the Supplemental Specifications that are effective at the time of letting. The Supplemental Specifications can be found at the following link:
<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

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.

- 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/***0 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

SPECIAL NOTE FOR LONGITUDINAL PAVEMENT JOINT ADHESIVE

1. DESCRIPTION. This specification covers the requirements and practices for applying an asphalt adhesive material to the longitudinal joint of the surface course of an asphalt pavement. Apply the adhesive to the face of longitudinal joint between driving lanes for the first lane paved. Then, place and compact the adjacent lane against the treated face to produce a strong, durable, waterproof longitudinal joint.
2. MATERIALS, EQUIPMENT, AND PERSONNEL.

2.1 Joint Adhesive. Provide material conforming to Subsection 2.1.1.

2.1.1 Provide an adhesive conforming to the following requirements:

Property	Specification	Test Procedure
Viscosity, 400 ° F (Pa·s)	4.0 – 10.0	ASTM D 4402
Cone Penetration, 77 ° F	60 – 100	ASTM D 5329
Flow, 140 ° F (mm)	5.0 max.	ASTM D 5329
Resilience, 77 ° F (%)	30 min.	ASTM D 5329
Ductility, 77 ° F (cm)	30.0 min.	ASTM D 113
Ductility, 39 ° F (cm)	30.0 min.	ASTM D 113
Tensile Adhesion, 77 ° F (%)	500 min.	ASTM D 5329, Type II
Softening Point, ° F	171 min.	AASHTO T 53
Asphalt Compatibility	Pass	ASTM D 5329

Ensure the temperature of the pavement joint adhesive is between 380 and 410 °F when the material is extruded in a 0.125-inch-thick band over the entire face of the longitudinal joint.

2.2. Equipment.

2.2.1 Melter Kettle. Provide an oil-jacketed, double-boiler, melter kettle equipped with any needed agitation and recirculating systems.

2.2.2 Applicator System. Provide a pressure-feed-wand applicator system with an applicator shoe attached.

2.3 Personnel. Ensure a technical representative from the manufacturer of the pavement joint adhesive is present during the initial construction activities and available upon the request of the Engineer.

3. CONSTRUCTION.

3.1 Surface Preparation. Prior to the application of the pavement joint adhesive, ensure the face of the longitudinal joint is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the joint face by the use of compressed air.

Ensure this preparation process occurs shortly before application to prevent the return of debris on the joint face.

3.2 Pavement Joint Adhesive Application. Ensure the ambient temperature is a minimum of 40 ° F during the application of the pavement joint adhesive. Prior to applying the adhesive, demonstrate competence in applying the adhesive according to this note to the satisfaction of the Engineer. Heat the adhesive in the melter kettle to the specified temperature range. Pump the adhesive from the melter kettle through the wand onto the vertical face of the cold joint. Apply the adhesive in a continuous band over the entire face of the longitudinal joint. Do not use excessive material in either thickness or location. Ensure the edge of the extruded adhesive material is flush with the surface of the pavement. Then, place and compact the adjacent lane against the joint face. Remove any excessive material extruded from the joint after compaction (a small line of material may remain).

3.3 Pavement Joint Adhesive Certification. Furnish the joint adhesive's certification to the Engineer stating the material conforms to all requirements herein prior to use.

3.4 Sampling and Testing. The Department will require a random sample of pavement joint adhesive from each manufacturer's lot of material. Extrude two 5 lb. samples of the heated material and forward the sample to the Division of Materials for testing. Reynolds oven bags, turkey size, placed inside small cardboard boxes or cement cylinder molds have been found suitable. Ensure the product temperature is 400°F or below at the time of sampling.

4. MEASUREMENT. The Department will measure the quantity of Pavement Joint Adhesive in linear feet. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of Pavement Joint Adhesive, the cleaning of the joint face, or furnishing and placing the adhesive. The Department will consider all such items incidental to the Pavement Joint Adhesive.
5. PAYMENT. The Department will pay for the Pavement Joint Adhesive at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

11N

Pavement Joint Adhesive Price Adjustment Schedule						
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay
Joint Adhesive Referenced in Subsection 2.1.1						
Viscosity, 400 ° F (Pa•s) ASTM D 3236	4.0-10.0	3.5-10.5	3.0-3.4 10.6-11.0	2.5-2.9 11.1-11.5	2.0-2.4 11.6-12.0	≤1.9 ≥ 12.1
Cone Penetration, 77 ° F ASTM D 5329	60-100	57-103	54-56 104-106	51-53 107-109	48-50 110-112	≤ 47 ≥ 113
Flow, 140 ° F (mm) ASTM D 5329	≤ 5.0	≤ 5.5	5.6-6.0	6.1-6.5	6.6-7.0	≥ 7.1
Resilience, 77 ° F (%) ASTM D 5329	≥ 30	≥ 28	26-27	24-25	22-23	≤ 21
Tensile Adhesion, 77 ° F (%) ASTM D 5329	≥ 500	≥ 490	480-489	470-479	460-469	≤ 459
Softening Point, ° F AASHTO T 53	≥ 171	≥ 169	166-168	163-165	160-162	≤ 159
Ductility, 77 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9
Ductility, 39 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9

Code
20071EC

Pay Item
Joint Adhesive

Pay Unit
Linear Foot

May 7, 2014

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 – Revised October 23, 2023

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, 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. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) 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 provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its 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, sexual orientation, gender identity, 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program 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 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 or other knowledgeable company official.

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 minorities and women.

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 minorities and women 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 minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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 its 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 their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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, sexual orientation, gender identity, 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 contracting agency 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 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, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

(1) The number and work hours 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency 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](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. The 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.

(4) In the event the contractor, the laborers or mechanics to be employed in the 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must 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 determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 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 U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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 contracting agency. 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 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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 or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI 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. Pursuant to 23 CFR 635.116(c), 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 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 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 contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the 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. 23 CFR 635.108.

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 Part 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. 3704). 29 CFR 1926.10.

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. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

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 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction. 2 CFR 180.330.

g. The prospective first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) 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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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. 2 CFR 1200.220 and 1200.332.

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 exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

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 its bid or proposal that the participant 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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**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 (forty and above); 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 forty (40) and over. 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, or age forty (40) and over, or because the person is a qualified individual with a disability, except that such a notice or advertisement may indicate a preference, limitation, or specification based on religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, when religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, 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 forty (40) and over, 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: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Standard Title VI/Non-Discrimination Statutes and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

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 (7) provides:

No present or former public servant shall, within six (6) months 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, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of 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, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his tenure 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, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

A former public servant shall not represent a person or business before a state agency in a matter in which the former public servant was directly involved during the last thirty-six (36) months of his tenure, 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, 1025 Capital Center Drive, Suite 104, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: May 23, 2022

General Decision Number: KY20240107 01/05/2024

Superseded General Decision Number: KY20230107

State: Kentucky

Construction Type: Highway

Counties: Adair, Barren, Bell, Breathitt, Casey, Clay, Clinton, Cumberland, Estill, Floyd, Garrard, Green, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lincoln, Magoffin, Martin, McCreary, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Powell, Pulaski, Rockcastle, Russell, Taylor, Wayne, Whitley and Wolfe Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024

SUKY2015-047 10/20/2015

	Rates	Fringes
BOILERMAKER.....	\$ 24.65	12.94
BRICKLAYER		
Bricklayer.....	\$ 22.90	8.50
Stone Mason.....	\$ 21.50	8.50
CARPENTER		
Carpenter.....	\$ 24.90	14.50
Piledriver.....	\$ 24.55	14.50
CEMENT MASON.....	\$ 21.25	8.50
ELECTRICIAN		
Electrician.....	\$ 29.36	10.55
Equipment Operator.....	\$ 26.90	10.31
Groundsman.....	\$ 17.79	8.51
Lineman.....	\$ 30.09	10.94

When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet.

IRONWORKER.....	\$ 27.56	20.57
LABORER		
Group 1.....	\$ 21.80	12.36
Group 2.....	\$ 22.05	12.36
Group 3.....	\$ 22.10	12.36
Group 4.....	\$ 22.70	12.36

GROUP 1: Aging and Curing of Concrete (Any Mode or Method), Asbestos Abatement Worker, Asphalt Plant Laborers, Asphalt Laborers, Batch Truck Dumpers, Carpenter Tenders, Cement Mason Tenders, Cleaning of Machines, Concrete Laborers, Demolition Laborers, Dredging Laborers, Drill Tender, Environmental Laborer - Nuclear, Radiation, Toxic and Hazardous Waste - Level D, Flagmen, Grade Checkers, All Hand Digging and Hand Back Filling, Highway Marker Placers, Landscaping Laborers, Mesh Handlers and Placers, Puddler, Railroad Laborers, Rip-rap and Grouters, Right of Way Laborers, Sign, Guard Rail and Fence Installers (All Types), Signalmen, Sound Barrier Installer, Storm and Sanitary Sewer Laborers, Swampers, Truck Spotters and Dumpers, Wrecking of Concrete Forms, General Cleanup

GROUP 2: Batter Board Men (Sanitary and Storm Sewer), Brickmason Tenders, Mortar Mixer Operator, Scaffold Builders, Burner and Welder, Bushammers, Chain Saw Operator, Concrete Saw Operators, Deckhand Scow Man, Dry Cement Handlers, Environmental Laborers - Nuclear, Radiation, Toxic and

Hazardous Waste - Level C, Forklift Operators for Masonry, Form Setters, Green Concrete Cutting, Hand Operated Grouter and Grinder Machine Operator, Jack Hammers, Lead Paint Abatement, Pavement Breakers, Paving Joint Machine, Pipe Layers - Laser Operators (Non-metallic), Plastic Pipe Fusion, Power Driven Georgia Buggy and Wheel Barrow, Power Post Hole Diggers, Precast Manhole Setters, Walk-behind Tampers, Walk-behind Trenchers, Sand Blasters, Concrete Chippers, Surface Grinders, Vibrator Operators, Wagon Drillers
 GROUP 3: Air Track Driller (All Types), Asphalt Luteman and Rakers, Gunnite Nozzleman, Gunnite Operators and Mixers, Grout Pump Operator, Powderman and Blaster, Side Rail Setters, Rail Paved Ditches, Screw Operators, Tunnel Laborers (Free Air), Water Blasters
 GROUP 4: Caisson Workers (Free Air), Cement Finishers, Environmental Laborer - Nuclear, Radiation, Toxic and Hazardous Waste - Level A and B, miners and Drillers (Free Air), Tunnel Blasters, and Tunnel Mockers (Free Air), Directional and Horizontal Boring, Air Track Drillers (All Types), Powder Man and Blasters, Troxler and Concrete Tester if Laborer is Utilized

PAINTER

All Excluding Bridges.....\$ 19.92	9.57
Bridges.....\$ 23.92	10.07

PLUMBER.....\$ 22.52 7.80

POWER EQUIPMENT OPERATOR:

Group 1.....\$ 29.95	14.40
Group 2.....\$ 29.95	14.40
Group 3.....\$ 27.26	14.40
Group 4.....\$ 26.96	14.40

GROUP 1: Auto Patrol, Batch Plant, Bituminous Paver, Cable-Way, Clamshell, Concrete Mixer (21 cu ft or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Engineer, Elevator (regardless of ownership when used for hoisting any building material), Elevating Grader and all types of Loaders, Hoe-type Machine, Hoisting Engine, Locomotive, LeTourneau or Carry-all Scoop, Bulldozer, Mechanic, Orangepeel Bucket, Piledriver, Power Blade, Roller (Bituminous), Roller (Earth), Roller (Rock), Scarifier, Shovel, Tractor Shovel, Truck Crane, Well Point, Winch Truck, Push Dozer, Grout Pump, High Lift, Fork Lift (regardless of lift height), all types of Boom Cats, Multiple Operator, Core Drill, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Grade-All, Hoist, Hyster, Material Pump, Pumpcrete, Ross Carrier, Sheepfoot, Sideboom, Throttle-Valve Man, Rotary Drill, Power Generator, Mucking Machine, Rock Spreader attached to Equipment, Scoopmobile, KeCal Loader, Tower Cranes, (French, German and other types), Hydrocrane, Tugger, Backfiller Gurries, Self-propelled Compactor, Self-Contained Hydraulic Percussion Drill
 GROUP 2: All Air Compressors (200 cu ft/min or greater), Bituminous Mixer, Concrete Mixer (21 cu. ft. or over), Welding Machine, Form Grader, Tractor (50 hp and over), Bull Float,

Finish Machine, Outboard Motor Boat, Brakeman, Mechanic
Tender, Whirly Oiler, Tract-air, Road Widening Trencher,
Articulating Trucks

GROUP 3: Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4: Bituminous Distributor, Cement Gun, Conveyor, Mud
Jack, Paving Joint Machine, Pump, Tamping Machine, Tractor
(under 50 hp), Vibrator, Oiler, Air Compressor (under 200 cu
ft per minute), Concrete Saw, Burlap and Curing Machine, Hydro
Seeder, Power Form Handling Equipment, Deckhand Oiler,
Hydraulic Post Driver

SHEET METAL WORKER.....\$ 20.40 7.80

TRUCK DRIVER

Driver (3 Tons and Over), Driver (Truck Mounted Rotary Drill).....\$ 23.74	14.50
Driver (3 Tons and Under), Tire Changer and Truck Mechanic Tender.....\$ 23.53	14.50
Driver (Semi-Trailer or Pole Trailer), Driver (Dump Truck, Tandem Axle), Driver of Distributor.....\$ 23.40	14.50
Driver on Mixer Trucks (All Types).....\$ 23.45	14.50
Driver on Pavement Breakers.\$ 23.55	14.50
Driver, Euclid and Other Heavy Earth Moving Equipment and Low Boy.....\$ 24.31	14.50
Driver, Winch Truck and A- Frame when used in Transporting Materials.....\$ 23.30	14.50
Greaser on Greasing Facilities.....\$ 24.40	14.50
Truck Mechanic.....\$ 23.50	14.50
Truck Tender and Warehouseman.....\$ 23.20	14.50

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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 National Office because National Office has 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.

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 to an employee at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. Wage violations or questions should be directed to the designated Engineer or the undersigned.

Director
Division of Construction Procurement
Frankfort, Kentucky 40622
502-564-3500

**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
2.5%	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 Notification of Construction Contract Award Portal (NCAP) is OFCCP's preferred method for receiving construction contract award notifications. The NCAP can be found on OFCCP's website at <https://www.dol.gov/agencies/ofccp/ncap>. Users who prefer not to use the portal maintain the option to send their notifications via mail, email and facsimile to the OFCCP Regional office in which the work will be performed. 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 must include: Prime Contract Number (issued by the federal agency or applicant); Name of Awarding Federal Agency, Applicant or Contractor; Contracting Officer, Applicant Representative or Contractor Representative Submitting Notification with name, phone number, email address; Contractor Awarded Contract or Subcontract with name, address, phone number, email address, EIN, dollar amount of the contract, estimated start date of the contract, estimated completion date of the contract, geographical area in which the contract is to be performed (state, county's city (if applicable)).

The notification shall be mailed to:

Regional Director
Office of Federal Contract Compliance Programs
61 Forsyth Street, SW, Suite 7B75
Atlanta, Georgia 30303-8931
Main Number: 404-893-4545 Fax: 404-893-4546
Regional Director Contact: OFCCP-SE@dol.gov
Construction Award Email: OFCCP-SE-ConstructionAward@dol.gov

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

PART IV
INSURANCE

Refer to
Kentucky Standard Specifications for Road and Bridge Construction,
current edition

PART V
BID ITEMS

PROPOSAL BID ITEMS

241013

Page 1 of 4

Report Date 7/25/24

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	3,420.00	TON		\$	
0020	00020		TRAFFIC BOUND BASE	17.00	TON		\$	
0030	00100		ASPHALT SEAL AGGREGATE	16.60	TON		\$	
0040	00103		ASPHALT SEAL COAT	4.80	TON		\$	
0050	00190		LEVELING & WEDGING PG64-22	264.00	TON		\$	
0060	00214		CL3 ASPH BASE 1.00D PG64-22	1,245.00	TON		\$	
0070	00221		CL2 ASPH BASE 0.75D PG64-22	923.00	TON		\$	
0080	00301		CL2 ASPH SURF 0.38D PG64-22	390.00	TON		\$	
0090	00356		ASPHALT MATERIAL FOR TACK	13.20	TON		\$	
0100	00388		CL3 ASPH SURF 0.38B PG64-22	364.00	TON		\$	
0110	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0120	02677		ASPHALT PAVE MILLING & TEXTURING	264.00	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0130	01904		REMOVE CURB	35.00	LF		\$	
0140	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	11.00	EACH		\$	
0150	01990		DELINEATOR FOR BARRIER WALL-B/W	5.00	EACH		\$	
0160	02014		BARRICADE-TYPE III	4.00	EACH		\$	
0170	02091		REMOVE PAVEMENT	163.00	SQYD		\$	
0180	02159		TEMP DITCH	1,678.00	LF		\$	
0190	02160		CLEAN TEMP DITCH	839.00	LF		\$	
0200	02223		GRANULAR EMBANKMENT	538.00	CUYD		\$	
0210	02230		EMBANKMENT IN PLACE	5,851.00	CUYD		\$	
0220	02242		WATER	1.00	MGAL		\$	
0230	02351		GUARDRAIL-STEEL W BEAM-S FACE	752.00	LF		\$	
0240	02359		GUARDRAIL CONNECTOR TO CONC MED BARR	2.00	EACH		\$	
0250	02360		GUARDRAIL TERMINAL SECTION NO 1	9.00	EACH		\$	
0260	02381		REMOVE GUARDRAIL	425.00	LF		\$	
0270	02429		RIGHT-OF-WAY MONUMENT TYPE 1	2.00	EACH		\$	
0280	02432		WITNESS POST	2.00	EACH		\$	
0290	02483		CHANNEL LINING CLASS II	368.00	TON		\$	
0300	02484		CHANNEL LINING CLASS III	179.00	TON		\$	
0310	02545		CLEARING AND GRUBBING 2.28 ACRES	1.00	LS		\$	
0320	02562		TEMPORARY SIGNS	962.86	SQFT		\$	
0330	02602		FABRIC-GEOTEXTILE CLASS 1	497.00	SQYD		\$	
0340	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0350	02653		LANE CLOSURE	2.00	EACH		\$	
0360	02671		PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH		\$	
0370	02696		SHOULDER RUMBLE STRIPS	2,692.00	LF		\$	
0380	02701		TEMP SILT FENCE	1,678.00	LF		\$	
0390	02703		SILT TRAP TYPE A	2.00	EACH		\$	
0400	02704		SILT TRAP TYPE B	2.00	EACH		\$	

PROPOSAL BID ITEMS

241013

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Report Date 7/25/24

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0410	02705		SILT TRAP TYPE C	2.00	EACH		\$	
0420	02706		CLEAN SILT TRAP TYPE A	2.00	EACH		\$	
0430	02707		CLEAN SILT TRAP TYPE B	2.00	EACH		\$	
0440	02708		CLEAN SILT TRAP TYPE C	2.00	EACH		\$	
0450	02726		STAKING	1.00	LS		\$	
0460	02775		ARROW PANEL	2.00	EACH		\$	
0470	05950		EROSION CONTROL BLANKET	816.00	SQYD		\$	
0480	05952		TEMP MULCH	6,938.00	SQYD		\$	
0490	05953		TEMP SEEDING AND PROTECTION	5,203.00	SQYD		\$	
0500	05963		INITIAL FERTILIZER	6.07	TON		\$	
0510	05964		MAINTENANCE FERTILIZER	6.07	TON		\$	
0520	05985		SEEDING AND PROTECTION	6,061.19	SQYD		\$	
0530	05992		AGRICULTURAL LIMESTONE	6.81	TON		\$	
0540	06510		PAVE STRIPING-TEMP PAINT-4 IN	8,682.00	LF		\$	
0550	06514		PAVE STRIPING-PERM PAINT-4 IN	3,350.00	LF		\$	
0560	06542		PAVE STRIPING-THERMO-6 IN W	5,624.00	LF		\$	
0570	06569		PAVE MARKING-THERMO CROSS-HATCH	245.00	SQFT		\$	
0580	06574		PAVE MARKING-THERMO CURV ARROW	12.00	EACH		\$	
0590	10020NS		FUEL ADJUSTMENT	5,856.00	DOLL	\$1.00	\$	\$5,856.00
0600	10030NS		ASPHALT ADJUSTMENT	14,708.00	DOLL	\$1.00	\$	\$14,708.00
0610	20071EC		JOINT ADHESIVE	2,845.00	LF		\$	
0620	20550ND		SAWCUT PAVEMENT	2,987.00	LF		\$	
0630	21289ED		LONGITUDINAL EDGE KEY	2,987.00	LF		\$	
0640	21802EN		G/R STEEL W BEAM-S FACE (7 FT POST)	493.00	LF		\$	
0650	26176ED		CONC MEDIAN BARRIER TYPE 12C2-42 IN	450.00	LF		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0660	00461		CULVERT PIPE-15 IN	56.00	LF		\$	
0670	00462		CULVERT PIPE-18 IN	43.00	LF		\$	
0680	00464		CULVERT PIPE-24 IN	22.00	LF		\$	
0690	00470		CULVERT PIPE-48 IN	9.00	LF		\$	
0700	00474		CULVERT PIPE-72 IN	50.00	LF		\$	
0710	00476		CULVERT PIPE-84 IN	60.00	LF		\$	
0720	01204		PIPE CULVERT HEADWALL-18 IN	1.00	EACH		\$	
0730	01208		PIPE CULVERT HEADWALL-24 IN	1.00	EACH		\$	
0740	01224		PIPE CULVERT HEADWALL-84 IN	1.00	EACH		\$	
0750	01434		SLOPED BOX OUTLET TYPE 1-24 IN	1.00	EACH		\$	
0760	01490		DROP BOX INLET TYPE 1	1.00	EACH		\$	
0770	01608		CONC MED BARR BOX INLET TY 12B1	1.00	EACH		\$	
0780	01644		JUNCTION BOX-30 IN	1.00	EACH		\$	
0790	02607		FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	617.00	SQYD	\$2.00	\$	\$1,234.00
0800	02625		REMOVE HEADWALL	1.00	EACH		\$	
0810	24025EC		PIPE CULVERT HEADWALL-72 IN	2.00	EACH		\$	
0820	24814EC		PIPELINE INSPECTION	240.00	LF		\$	

PROPOSAL BID ITEMS

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Section: 0004 - BRIDGE- 28334

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0830	02231		STRUCTURE GRANULAR BACKFILL	876.00	CUYD		\$	
0840	08003		FOUNDATION PREPARATION	1.00	LS		\$	
0850	08039		PRE-DRILLING FOR PILES	996.00	LF		\$	
0860	08051		PILES-STEEL HP14X89	1,460.00	LF		\$	
0870	08100		CONCRETE-CLASS A	62.20	CUYD		\$	
0880	08150		STEEL REINFORCEMENT	8,033.00	LB		\$	

Section: 0005 - BRIDGE- 28508

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0890	08003		FOUNDATION PREPARATION	1.00	LS		\$	
0900	08100		CONCRETE-CLASS A	14.50	CUYD		\$	
0910	08150		STEEL REINFORCEMENT	2,913.00	LB		\$	

Section: 0006 - UTILITY- GAS

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0920	16017		G PIPE POLYETHYLENE/PLASTIC 04 INCH 4 INCH PE SDR11 GAS	235.00	LF		\$	
0930	16043		G TIE-IN POLYETHYLENE/PLASTIC 04 INCH CONNECT TO EXISTING GAS	3.00	EACH		\$	
0940	16068		G MAIN ABANDON INCH	1.00	LS		\$	
0950	16068		G MAIN ABANDON 4 INCH ABANDONED GAS LINE	1.00	LS		\$	
0960	16076		G SPECIAL ITEM CUT AND CAP EXISTING GAS	2.00	EACH		\$	
0970	16099		G VALVE ABOVE GRADE 02 INCH 2 INCH GAS VALVE	1.00	EACH		\$	
0980	16101		G VALVE ABOVE GRADE 04 INCH 4 INCH GAS VALVES	3.00	EACH		\$	

Section: 0007 - LIGHTING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0990	04740		POLE BASE	1.00	EACH		\$	
1000	04780		FUSED CONNECTOR KIT	4.00	EACH		\$	
1010	04820		TRENCHING AND BACKFILLING	275.00	LF		\$	
1020	04834		WIRE-NO. 6	825.00	LF		\$	
1030	04942		REMOVE STORE & REINSTALL POLE	1.00	EACH		\$	
1040	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	1.00	EACH		\$	
1050	24900EC		PVC CONDUIT-1 1/4 IN-SCHEDULE 80	275.00	LF		\$	

Section: 0008 - WATERLINE

PROPOSAL BID ITEMS

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1060	14003		W CAP EXISTING MAIN CUT AND CAP EXISTING WATER	4.00	EACH		\$	
1070	14009		W ENCASEMENT STEEL BORED RANGE 4 BORE WITH 12 INCH STEEL CASING FOR 6 INCH WATER LINE	120.00	LF		\$	
1080	14019		W FIRE HYDRANT ASSEMBLY FIRE HYDRANT	1.00	EACH		\$	
1090	14036		W PIPE DUCTILE IRON 06 INCH 6 INCH 350 DPI PIPE WATER	140.00	LF		\$	
1100	14059		W PIPE PVC 06 INCH 6 INCH PVC WATER	287.00	LF		\$	
1110	14087		W STRUCTURE ABANDONMENT ABANDONED WATER LINE	321.00	EACH		\$	
1120	14094		W TIE-IN 06 INCH CONNECT TO EXISTING WATER	3.00	EACH		\$	
1130	14105		W VALVE 06 INCH 6 INCH GATE VALVE	5.00	EACH		\$	

Section: 0009 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1140	02568		MOBILIZATION	1.00	LS		\$	
1150	02569		DEMOBILIZATION	1.00	LS		\$	