



**CALL NO. 100**

**CONTRACT ID. 201006**

**JEFFERSON COUNTY**

**FED/STATE PROJECT NUMBER BRO 8801(009)**

**DESCRIPTION US-150**

**WORK TYPE BRIDGE REPLACEMENT**

**PRIMARY COMPLETION DATE 8/31/2020**

**LETTING DATE: January 24,2020**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 am EASTERN STANDARD TIME January 24,2020. Bids will be publicly announced at 10:00 am EASTERN STANDARD TIME.

**PLANS AVAILABLE FOR THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 0%**

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

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**PART I**  
**SCOPE OF WORK**

## ADMINISTRATIVE DISTRICT - 05

**CONTRACT ID - 201006**

**BRO 8801(009)**

**COUNTY - JEFFERSON**

**PCN - DE05601502006**

**BRO 8801(009)**

US-150 ADDRESS DEFICIENCIES OF BRIDGE ON EAST BROADWAY(US-150) OVER SOUTH FORK OF BEARGRASS CREEK AT INTERSECTION WITH BRENT STREET, A DISTANCE OF 0.03 MILES.BRIDGE REPLACEMENT SYP NO. 05-01067.00.

GEOGRAPHIC COORDINATES LATITUDE 38:14:40.00 LONGITUDE 85:44:08.00

**COMPLETION DATE(S):**

COMPLETED BY 08/31/2020

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](http://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 fax (502) 564-7299 or email to [kytc.projectquestions@ky.gov](mailto:kytc.projectquestions@ky.gov). The Department will attempt to answer all submitted questions. The Department reserves the right not to answer if the question is not pertinent or does not aid in clarifying the project intent.

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

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

### **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.

April 30, 2018

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **SECOND TIER SUBCONTRACTS**

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

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **DBE GOAL**

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

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

### **OBLIGATION OF CONTRACTORS**

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

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

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

### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 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.

#### **UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED**

Contractors must submit the signed subcontract between the contractor and the DBE contractor, along with the DBE's certificate of insurance. If the DBE is a supplier of materials for the project, a signed purchase order must be submitted to the Division of Construction Procurement.

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

#### **CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set (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 of 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:

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to 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 of Civil Rights and Small Business Development  
6<sup>th</sup> Floor West 200 Mero Street  
Frankfort, KY 40622

The prime contractor should notify the KYTC Office of 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. Melvin Bynes. Mr. Bynes' current contact information is email address – [melvin.bynes2@ky.gov](mailto:melvin.bynes2@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.

7/19/2019

**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.

### **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.

### **OPTION B**

Be advised that the Department will control and accept compaction of asphalt mixtures furnished on this project under OPTION B in accordance with Sections 402 and 403.

### **SPECIAL NOTE FOR CONCRETE SLURRY**

If diamond grinding, grooving or any other process which produces slurry is required on roadways or bridges, the contractor shall ensure that all concrete slurry associated with these processes is collected, managed, and disposed of appropriately. The waste material shall be disposed of at a permitted disposal facility, in accordance with the Kentucky Standard Specifications for Road and Bridge Construction and the Environmental Performance Standards outlined in 401 KAR 47:030, or managed as a material for beneficial reuse. Any fines or remediation related to improper disposal shall be the sole responsibility of the contractor.

Disposal of concrete slurry will not be paid separately and shall be considered incidental to other bid items.

8/20/2019

### **Special Note for Bridge Demolition, Renovation and Asbestos Abatement**

If the project includes any bridge demolition or renovation, the successful bidder is required to notify Kentucky Division for Air Quality (KDAQ) via filing of form (DEP 7036) a minimum of 10 days prior to commencement of any bridge demolition or renovation work.

Any available information regarding possible asbestos containing materials (ACM) on or within bridges to be affected by the project has been included in the bid documents. These are to be included with the Contractor's notification filed with the KDAQ. If not included in the bid documents, the Department will provide that information to the successful bidder for inclusion in the KDAQ notice as soon as possible. If there are no documents stating otherwise, the bidders should assume there are no asbestos containing materials that will in any way affect the work.

# Memorandum

**To:** Susan Oatman  
**CC:** Chris Cummins, O'Dail Lawson  
**From:** Craig J. Craig  
Environmental Scientist V  
Division of Environmental Analysis  
**Date:** 12/1/2016  
**Re:** Asbestos Inspection Report for Broadway (US-150) over Beargrass  
Creek

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**This report is prepared to accompany the 10-Day NOI for Demolition to the Division of Air Quality. Please include all pages with submittal.**

## **Project and Structure Information**

Project # 05-1067.00

Bridge # 056B00348N

Location: Broadway (US-150) over Beargrass Creek – Louisville – Jefferson County  
- KY

Description: The samples collected were point counted below 1%. No abatement necessary.

Inspection Date: November 1, 2016

## **Results**

The results revealed that there is no ACM abatement required at this time.

# Chain of Custody Record

## Kentucky Transportation Cabinet

200 Mero Street, 5th Floor West  
Frankfort, Kentucky 40622  
(502) 564-7250 fax (502) 564-5655



<p><b>O'Dail Lawson</b> <a href="mailto:odail.lawson@ky.gov">odail.lawson@ky.gov</a> KYTC 200 Mero Street Frankfort KY 502-564-7250 Fax: 502-564-5655 PO#:</p>		<p><b>Client Information</b> KY TRANS CABINET Results Code: ND = None Detected FTD = Filter Tampering or Damaged N/A = Not Applicable</p>		<p>Project or Subject Reference <b>5-1067.00</b></p>		<p>Samplers (signature): <i>Wayne Berg</i></p>	
<p>Address: 200 Mero Street Frankfort KY Phone: 502-564-7250 Fax: 502-564-5655 PO#:</p>		<p>Collected Date: <b>11/1/16</b> Time: <b>10:48</b></p>		<p>Analysis Requested <b>asbestos</b></p>		<p>No. of Cont. Type <b>1 bag</b></p>	
<p>Sample ID <b>1</b></p>		<p>Sample Description <b>black joint cpd.</b></p>		<p>Grab/Comp. <b>Gr</b></p>		<p>Preservative N/A</p>	
<p>Relinquished By: <i>Wayne Berg</i></p>		<p>Date/Time:</p>		<p>Analysis Requested</p>		<p>Cont. Type</p>	
<p>Received By: <i>Michael Mero</i></p>		<p>Date/Time: <b>11/01/16</b></p>		<p>Analysis Requested</p>		<p>Cont. Type</p>	
<p>Relinquished By:</p>		<p>Date/Time:</p>		<p>Analysis Requested</p>		<p>Cont. Type</p>	
<p>Received at Lab By:</p>		<p>Date/Time:</p>		<p>Analysis Requested</p>		<p>Cont. Type</p>	



***MRS, INC.*** *MRS, Inc. Analytical Laboratory Division*

332 West Broadway, Suite 613  
Louisville, Kentucky 40202

(502) 495-1212  
Fax: (502) 491-7111

<b>Client:</b>	<u>KY Transportation Cabinet</u>	<b>Project No:</b>	<u>211107 B</u>
<b>Address:</b>	<u>200 Mero Street</u>	<b>Sample ID:</b>	<u># 1</u>
	<u>Frankfort, KY</u>	<b>Sampled:</b>	<u>1-Nov-16</u>
	<u>40601</u>	<b>Received:</b>	<u>9-Nov-16</u>
	<u>Attention Craig J. Craig</u>	<b>Analyzed:</b>	<u>10-Nov-16 - Point Count -</u>

**Bulk Sample Analysis**

**Sampled by:** Craig J. Craig

**Facility/Location:** Item # 5-1067.00 056 B00348N

**Field Description:** Black Joint Compound

**Laboratory Description:**  
Thick Black Material

**Asbestos Materials:**  
Chrysotile = 2/400 = 0.50 % ( < 1 % ) Sample Is Negative

**Non-asbestos Fibrous Materials & Matrix Materials:**

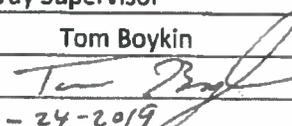
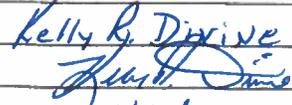
<u>Cellulose</u>	<u>0.25 %</u>
<u>Binders</u>	<u>99.25 %</u>

**Remarks:** The sample was analyzed for asbestos content following the EPA Methodology (600/R-93/116). The test relates only to the items tested. This report does not represent endorsement by NVLAP or any agency of the U.S. Government.

**Analyst:** Winterford Mensah      **Reviewed By:**   
Signature

	KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES	TC 62-226 Rev. 01/2016 Page 1 of 1
<b>RIGHT OF WAY CERTIFICATION</b>		

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	<b>RIGHT OF WAY CERTIFICATION</b>	
ITEM #		COUNTY		PROJECT # (STATE)	PROJECT # (FEDERAL)
5-1067.00		Jefferson		12FO FD52 056 8865401R	STPBRO 8801 (009)
<b>PROJECT DESCRIPTION</b>					
Replace Bridge on East Broadway (US150) over south fork of Beargrass Creek					
<input type="checkbox"/> <b>No Additional Right of Way Required</b>					
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"/> <b>Condition # 1 (Additional Right of Way Required and Cleared)</b>					
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"/> <b>Condition # 2 (Additional Right of Way Required with Exception)</b>					
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"/> <b>Condition # 3 (Additional Right of Way Required with Exception)</b>					
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		EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired					
Signed Deed		3			
Condemnation					
Signed ROE					
Notes/ Comments (Use Additional Sheet if necessary)					

<b>LPA RW Project Manager</b>		<b>Right of Way Supervisor</b>	
Printed Name		Printed Name	Tom Boykin
Signature		Signature	
Date		Date	1-24-2019
<b>Asst. Right of Way Director</b>		<b>FHWA</b>	
Printed Name	Kelly R. Dixie	Printed Name	No Signature Required
Signature		Signature	as per FHWA-KYTC
Date	1/24/19	Date	Current Stewardship Agreement

## UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County

STP BRO8801006

FD52 056 8865401U

Mile point: 3.600 TO 3.640

**ADDRESS DEFICIENCIES OF BRIDGE ON E BROADWAY (US 150) OVER SOUTH FORK BEARGRASS CREEK AT  
INTERSECTION WITH BRENT STREET (CS 1312G)056B00348N (SD)**

**ITEM NUMBER: 05-1067.00**

### PROJECT NOTES ON UTILITIES

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 within this document 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 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.

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.

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.

## UTILITIES AND RAIL CERTIFICATION NOTE

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

LG&E have an existing aerial electric pole route aligned parallel to, and south of US 150 (Broadway) for the length of the project. These facilities are not to be disturbed. The existing pole at STA. 26+42 RT is to remain and shall be braced during construction. The pole at STA. 27+62 RT is to be removed by roadway contractor.

AT&T have facilities on the LG&E pole route.

Charter Communications (Spectrum) have facilities on the LG&E pole route.

Jefferson County Public Schools have facilities on the LG&E pole route.

Louisville Metropolitan Sewer District (MSD) have eliminated a 96" VCP combined sewer overflow outlet downstream of the existing arch bridge. MSD has constructed an 84" sewer under the existing channel which intercepts the 96" VCP. These facilities are not to be disturbed during construction.

Metro Fiber have facilities on the LG&E pole route.

Quest Communication (CenturyLink) have an existing fiber optic cable in 4" HDPE casing is located near the centerline of US 150 (Broadway). This fiber optic cable was bored under the existing concrete drainage channel of South Fork Beargrass Creek. The fiber optic cable is not to be disturbed.

Windstream (KY Data Link) have facilities on the LG&E pole route.

Zayo have facilities on the LG&E pole route.

**\*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**

AT&T have two existing duct banks (a 15 count bank and a 4 or 6 count bank) which are to be relocated prior to construction. AT&T has a duct which is located between the arch and the roadway approximately 24.4' left of centerline and a steel encasement pipe attached to the bridge outside of the arch, but under the widened cantilevered section. These facilities are to be relocated in a duct bored under the channel 56.2' left of centerline.

**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

## UTILITIES AND RAIL CERTIFICATION NOTE

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

Louisville Water Company have an existing 20" WM aligned parallel to and 18.5' south of US 150 centerline. The water main is located between the top of the existing masonry arch bridge structure and the top of the existing roadway surface and will be replaced under the centerline by the roadway contractor. A temporary 20" WM Bypass is to be installed during construction. An existing 8" WM ties into the existing 20" water main at STA. 27+80.10 RT before it turns and continues south along Brent Street and is to be relocated by the roadway contractor. LWC relocation plans are included in the list of plans for construction.

**RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED**

L&N Railroad - Please see Railroad Notes in Proposal.

- No Rail Involvement     Rail Involved     Rail Adjacent

## UTILITIES AND RAIL CERTIFICATION NOTE

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### AREA FACILITY OWNER CONTACT LIST

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
1. Atmos Energy 105 Hudson Blvd Shelbyville, KY 40065	Jake Basham Cell (270) 779-7381 <a href="mailto:Jake.Basham@AtmosEnergy.com">Jake.Basham@AtmosEnergy.com</a> Silas Bohlen <a href="mailto:Silas.Bohlen@atmosenergy.com">Silas.Bohlen@atmosenergy.com</a> Cell (270) 570-0445	
2. AT&T KY 1340 E. John Rowan Blvd Bardstown, KY 40004	Scott Roche <a href="mailto:SR8832@att.com">SR8832@att.com</a> Office (502) 348-4528 Cell (502) 827-4703	
3. AT&T Legacy 7555 E. Pleasant Valley Rd. – Suite 140 Independence, OH 44131	Mike Diederich <a href="mailto:MD4145@att.com">MD4145@att.com</a> Office (216) 750-0135 Cell (216) 212-8556 Don Garr <a href="mailto:DRGarr@Hughes.net">DRGarr@Hughes.net</a> Cell (502) 741-8374	
4. CenturyLink 260 Winn Ave Winchester, KY 40391  CenturyLink National Network Construction 3625 Brookside Parkway Suite 400 Alpharetta, GA 30022	Jim Trapnell <a href="mailto:Jim.Trapnell@centurylink.com">Jim.Trapnell@centurylink.com</a> Cell (859) 806-5833 John Pellegrino <a href="mailto:John.Pellegrino@centurylink.com">John.Pellegrino@centurylink.com</a> Mark Sewell <a href="mailto:Mark.Sewell@centurylink.com">Mark.Sewell@centurylink.com</a> Cell (502) 295-0939	

## UTILITIES AND RAIL CERTIFICATION NOTE

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5. Charter Communications  
10168 Linn Station Road  
Suite 120  
Louisville, KY 40223

Nathen L Howerton  
[Nathen.Howerton@charter.com](mailto:Nathen.Howerton@charter.com)  
Cell (502) 639-6838  
James Whitehouse  
(502) 643-0863  
[James.Whitehouse@charter.com](mailto:James.Whitehouse@charter.com)  
Kevin Mercer  
Office (502) 357-4724  
Cell (502) 817-5055  
[Kevin.Mercer@charter.com](mailto:Kevin.Mercer@charter.com)  
Richard Bast  
Office (502) 357-4118  
Cell (502) 817-0734  
[Richard.Bast@charter.com](mailto:Richard.Bast@charter.com)

6. City of Taylorsville Sewer & Water  
70 Taylorsville Rd., P O Box 279  
Taylorsville, KY 40071  
Consultant: Kevin Sisler  
220 Reynolds Rd  
Lexington, KY 40517

Harold Compton  
[HCompton@TaylorsvilleWater.org](mailto:HCompton@TaylorsvilleWater.org)  
(502) 477-3235  
Fax (502) 477-1310  
[Kevin@SislerMaggard.com](mailto:Kevin@SislerMaggard.com)  
(859) 271-2978  
(859) 509-3799  
Steve Biven-City Clerk  
[SBiven@taylorsvillewater.org](mailto:SBiven@taylorsvillewater.org)  
(502) 477-3235 ext. 106

7. Crown Castle Network Operations  
10300 Ormsby Park Place  
Suite 501  
Louisville, KY 40223

Edna Roy  
[Edna.Roy@crowncastle.com](mailto:Edna.Roy@crowncastle.com)  
Office (704) 405-6561  
Cell (540) 222-1533  
Wendy Burkholder  
[Wendy.Burkholder@crowncastle.com](mailto:Wendy.Burkholder@crowncastle.com)  
Tessa Linde  
[Tessa.Linde@crowncastle.com](mailto:Tessa.Linde@crowncastle.com)  
Patrick Massie  
[Patrick.Massie@crowncastle.com](mailto:Patrick.Massie@crowncastle.com)

8. Crown Castle Fiber  
3310 Ruckreigel Parkway  
Jeffersontown, KY 40299

Mike Prather  
Office (585) 445-5823  
Cell (502) 542-5181  
[Michael.Prather@crowncastle.com](mailto:Michael.Prather@crowncastle.com)

## UTILITIES AND RAIL CERTIFICATION NOTE

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9. Google Fiber  
101 N. 7th Street, Ste 400  
Louisville, KY 40202

Lewis Roberts  
(423) 430-9853  
[LewisRobertsjr@google.com](mailto:LewisRobertsjr@google.com)  
Jesse Quirion  
(650) 214-3032  
[JQuirion@google.com](mailto:JQuirion@google.com)

10. Indiana Gas Company Inc  
dba Vectren Energy Delivery of Indiana, Inc  
or  
Ohio River Pipeline Corporation  
2520 Lincoln Drive  
Clarksville, Indiana 47129

Mary Barber  
[MBarber@Vectren.com](mailto:MBarber@Vectren.com)  
(812) 948-4952

Line Maintained By  
Texas Gas Transmission, LLC  
3800 Frederica Street  
Owensboro, Kentucky 42302  
Cell: (270) 485-1152

11. Indiana Utilities Corporation  
123 West Chestnut Street  
Corydon, Indiana 47112  
(812) 738-3235

Scott Schmitt  
Office (812) 738-3235  
Cell (812) 972-0539  
[ScottS@indianautilitiescorp.com](mailto:ScottS@indianautilitiescorp.com)  
Corey Thatcher, Field Technician  
Office (812) 738-3235  
Cell (812) 267-6936  
[CoreyT@indianautilitiescorp.com](mailto:CoreyT@indianautilitiescorp.com)  
Kevin Kinney  
Ron Timberlake

12. Jefferson County Public Schools (JCPS)  
C B Young  
Building 7  
3001 Crittenden Dr.  
Louisville, KY 40209

Jeff Hardy  
(502) 379-9315  
Scott McMahan (Team Fishel)  
Office (502) 456-2900  
Cell (502) 664-9312

## UTILITIES AND RAIL CERTIFICATION NOTE

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13. Kentucky Wired  
209 St. Clair Street, 4th Floor  
Frankfort, KY 40601

Mike Hayden,  
Chief Operating Officer  
Office (502) 782-2535  
[Mike.Hayden@ky.gov](mailto:Mike.Hayden@ky.gov)

Black & Veatch

Chad Blevins  
OSP/ISP Field CRO Engineering Specialist  
Office (913) 458-4921  
Cell (606) 316-6450  
[BlevinsCM@bv.com](mailto:BlevinsCM@bv.com)  
Lead Fiber Design Engineer  
Mark Crawford  
Lead Fiber Design Engineer  
Office (913) 458-3506  
Cell (816) 813-4526  
[CrawfordM@bv.com](mailto:CrawfordM@bv.com)

14. LG&E KU (Electric)  
820 West Broadway  
Louisville, KY 40202  
LG&E Emergency Number (502) 589-1444  
LG&E and KU Emergency Number 1-800-331-7370

Caroline Justice  
Office (502) 627-3708  
[Caroline.Justice@LGE-KU.com](mailto:Caroline.Justice@LGE-KU.com)

15. LG&E (Gas)  
820 West Broadway  
Louisville, KY 40202  
Gas Emergency Number (502) 589-5511  
LG&E and KU Emergency Number 1-800-331-7370

Caroline Justice  
Office (502) 627-3708  
[Caroline.Justice@LGE-KU.com](mailto:Caroline.Justice@LGE-KU.com)

16. Louisville Water Company  
550 South Third Street  
Louisville, KY 40202

Daniel Tegene, PE  
(502) 569-3649  
[DTegene@LWCKy.com](mailto:DTegene@LWCKy.com)

## UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County

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Mile point: 3.600 TO 3.640

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- |   |  |
|---|--|
| <p>17. Marathon Pipeline, LLC<br/>539 South Main Street, Room X-05-018<br/>Findlay, OH 45840<br/>or<br/>20-C Industrial Drive<br/>Lexington, OH 44904</p> | <p>Dennis Durnal<br/>Office (502) 448-8311<br/>Cell (419) 581-0038<br/><a href="mailto:DDurnal@marathonpetroleum.com">DDurnal@marathonpetroleum.com</a><br/>Greg Newman<br/><a href="mailto:GcNewman@marathonpetroleum.com">GcNewman@marathonpetroleum.com</a><br/>Office (419) 884-0800 x 236<br/>Cell (419) 564-8826<br/>Aron Velasquez<br/>Office (419) 421-3704<br/><a href="mailto:AdVelasquez@marathonpetroleum.com">AdVelasquez@marathonpetroleum.com</a></p>           |
| <p>18. Metropolitan Sewer District<br/>700 West Liberty Street<br/>Louisville, KY 40203-1911</p>  | <p>Brandon Flaherty<br/><a href="mailto:Brandon.Flaherty@LouisvilleMSD.org">Brandon.Flaherty@LouisvilleMSD.org</a><br/>Office (502) 540-6632<br/>Cell (502) 381-0804<br/>Greg Powell<br/><a href="mailto:Greg.Powell@LouisvilleMSD.org">Greg.Powell@LouisvilleMSD.org</a></p>  |
| <p>19. Mid - Valley Pipeline Company<br/>4910 Limaburg Road<br/>Burlington, KY 41005</p>  | <p>Richard (Todd) Calfee<br/>Office (859) 371-4469 x14<br/>Cell (859) 630-8271<br/>Fax (866) 699-1185<br/><a href="mailto:RTCalfee@SunocoLogistics.com">RTCalfee@SunocoLogistics.com</a><br/>Justin White<br/><a href="mailto:Justin.White@energytransfer.com">Justin.White@energytransfer.com</a><br/>Office (859) 371-4469<br/>Cell (859) 630-1823<br/>Bill Eppehimer<br/><a href="mailto:William.Eppehimer@energytransfer.com">William.Eppehimer@energytransfer.com</a></p> |
| <p>20. Shelby Energy Cooperative<br/>P.O. Box 311, 620 Old Finchville Road<br/>Shelbyville, KY 40065</p>  | <p>Jason Ginn<br/><a href="mailto:Jason@ShelbyEnergy.com">Jason@ShelbyEnergy.com</a><br/>Cell (502) 643-2778<br/>(502) 633-4420<br/>Zach Mischler<br/><a href="mailto:Zach@shelbyenergy.com">Zach@shelbyenergy.com</a></p>   |
| <p>21. Sprint - Fiber Optics<br/>11370 Enterprise Park Dr.<br/>Sharonville, OH 45241</p>  | <p>Steven T. Hughes<br/><a href="mailto:Steven.Hughes@sprint.com">Steven.Hughes@sprint.com</a><br/>Office (513) 459-5796<br/>Cell (513) 462-7221</p>   |

## UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County

STP BRO8801006

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Mile point: 3.600 TO 3.640

ADDRESS DEFICIENCIES OF BRIDGE ON E BROADWAY (US 150) OVER SOUTH FORK BEARGRASS CREEK AT  
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ITEM NUMBER: 05-1067.00

22. Texas Gas Transmission, LLC  
2332 Hwy 60 West  
Hardinsburg, KY 40143

Kevin Carman  
[Kevin.Carman@bwpmlp.com](mailto:Kevin.Carman@bwpmlp.com)  
Cell (270) 779-3893

610 W 2nd Street  
PO Box 20008  
Owensboro, KY 42301

Amanda Isom  
[Amanda.Isom@bwpmlp.com](mailto:Amanda.Isom@bwpmlp.com)  
(270) 688-5854  
(270) 231-7629

10327 Gaslight Way  
Louisville, KY 40299

Thomas Spargo  
[Trey.Spargo@bwpmlp.com](mailto:Trey.Spargo@bwpmlp.com)  
502-438-2408

23. TRIMARC  
Public Safety & Transportation Systems  
901 West Main Street  
Louisville, KY 40202

Todd Hood  
[Todd.Hood@ngc.com](mailto:Todd.Hood@ngc.com)  
Office (502) 290-7201  
Cell (270) 307-7456

24. Verizon/MCI (Owns WUTEL)  
730 West Henry Street  
Indianapolis, IN 46225

Dean Boyers  
[Dean.Boyers@verizon.com](mailto:Dean.Boyers@verizon.com)  
Office (615) 777-7855  
Cell (615) 507-5287  
Moeed Ahmed  
[Moeed.Ahmed2@verizonwireless.com](mailto:Moeed.Ahmed2@verizonwireless.com)  
(502) 663-3219  
Dave Wiley (Field)  
(502) 439-8783  
[Dave.Wiley@verizon.com](mailto:Dave.Wiley@verizon.com)

2421 Holloway Rd  
Louisville, KY 40299

25. Windstream  
111 S. Main St.  
Elizabethtown, KY 42071

James Galvin  
Office (270) 765-1818  
Cell (270) 748-9249  
[James.Galvin@windstream.com](mailto:James.Galvin@windstream.com)  
Mark Ware  
[Mark.Ware@windstream.com](mailto:Mark.Ware@windstream.com)  
Timothy Gibson  
[Timothy.Gibson@Windstream.com](mailto:Timothy.Gibson@Windstream.com)  
**Emergency contact ONLY**

26. Zayo  
9209 Castlegate Drive  
Indianapolis, IN 46256

Ryan Burns  
[Ryan.Burns@zayo.com](mailto:Ryan.Burns@zayo.com)  
Office (317) 296-6048  
Cell (812) 589-9314



**SPECIAL NOTES FOR  
PROTECTION OF RAILROAD INTEREST**

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**CSX TRANSPORTATION, INC.**

**I. AUTHORITY OF RAILROAD ENGINEER AND STATE ENGINEER:**

- A. *The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad operations and property.*
- B. *The authorized representative of the State, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.*

**II. NOTICE OF STARTING WORK:**

- A. *The Contractor shall not commence any work on Railroad rights of way until he has complied with the following conditions:*
  - 1. Given the Railroad written notice, with copy to the Engineer who has been designated to be in charge of the work, **at least ten (10) days in advance** of the date he proposes to begin work on Railroad rights of way. The notice must refer to Railroad Agreement with the State by the date of the Agreement. **If flagging service is required, such notice shall be submitted at least thirty (30) days in advance** of the date scheduled to commence work. The Railroad's Contact information is on the Summary Sheet.
  - 2. Obtain written authorization from the Railroad to begin work on Railroad rights of way, such authorization to include an outline of specific conditions with which he must comply.
  - 3. Obtain written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.
  - 4. Furnish a schedule for all work within the Railroad rights of way as required by paragraph 7, B, 1.
- B. *The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.*

### III. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. *The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights of way of the Railroad Company. The Contractor shall store materials so as to prevent trespassers from causing damage to trains or Railroad property and shall not use Railroad property without written permission from the Railroad. Whenever work is to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service (watchman) shall be deferred by the Contractor until the flagging protection required by the Railroad is available at the job site.*
- B. *Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect train operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or his representative, such provisions are insufficient, the Railroad Engineer may require or provide such provisions, as he deems necessary at Contractor's cost and expense. In any event, such unusual provisions shall be at the Contractor's expense and without cost and/or time to the Railroad or the State.*

### IV. TRACK CLEARANCES

- A. *The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. However, before undertaking any work within Railroad rights of way, or before placing any obstruction over any track, the Contractor shall:*
1. Notify the Railroad's representative **at least 72 hours in advance** of the work.
  2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as necessary.
  3. Receive permission from the Railroad's representative to proceed with the work.
  4. Ascertain that the State Engineer has received copies of notice to the Railroad and of the Railroad's response thereto, and has approved the contractor's methods.

## V. CONSTRUCTION PROCEDURES

### A. General:

1. Construction work on Railroad property shall be:
  - a) Subject to the inspection and approval of the Railroad.
  - b) In accord with the Railroad's written outline of specific conditions.
  - c) In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment, which the Contractor shall obtain from the Railroad.
  - d) In accord with all Special Notes, Summaries, and Addendums.
2. The Railroad requires a submission of construction procedure that meets the requirements of these Special Notes and attachments. The Railroad's **submittal review period is thirty (30) days. Resubmissions will be reviewed within (30) days.**
3. All requirements of the *Construction Submission Criteria* shall be met. Requirements in addition to those in the *Construction Submission Criteria* are listed below in this document:

### B. Excavation:

1. The sub grade of an operated track shall be **maintained with edge of berm at least 15'0" from centerline of track and not more than 24 inches below top of rail.** Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
2. Additionally, the Railroad Engineer may require installation of orange construction fencing for protection of the work area located on Railroad right of way.

### C. Excavation of Structures:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall first be submitted, with the stamp of an Engineer in the State of Kentucky, and approved by

the Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

2. Additionally, a walkway with handrail protection may be required as noted in Section XI herein.

*D. Demolition, Erection, Hoisting*

1. Railroad tracks and other railroad property must be protected from damage during the procedure. No crane or equipment may be set on the rails or track structure and no material may be dropped on Railroad property.
2. Loads shall not be supported while any trains are passing if that piece of equipment has the capacity to **foul a 50' envelope**.
3. The Railroad may require the Contractor to install filter fabric over the track and ballast to prevent any concrete dust or other construction debris from fouling the ballast. This will be determined during actual construction activities by the Railroad or its representatives. Fabric should extend at least 25 feet beyond the outside edges of the bridge. Fabric will remain in place until all construction activities are complete.
4. Temporary construction clearance: Ensure all falsework, bracing, or forms have a minimum vertical clearance of 23 feet above the top of the highest rail and a minimum horizontal clearance of 12 feet measured perpendicular to the centerline of the nearest track.

*E. Blasting:*

1. The Contractor shall obtain advance written approval of the Railroad Engineer and the Engineer for use of explosive on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
  - a) No blasting shall be done without the presence of an authorized representative of the Railroad. **At least 10 days advance notice** to the person designated in the Railroad's notice of authorization to proceed (see Section II.B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.

2. The Railroad representative will:
  - a) Determine the approximate location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
  - b) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these Special Notes.

*F. Maintenance of Railroad Facilities:*

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) berm or temporary ditches; (3) sediment basin; (4) aggregate checks; and (5) channel lining. The Contractor will promptly repair eroded areas with Railroad rights of way and to repair any other damage to the property of the Railroad or its tenants at the Contractor's expense.
2. All maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

*G. Storage of Materials and Equipment:*

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights of way of the Railroad Company without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

H. *Cleanup:*

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights of way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

VI. **DAMAGES:**

- A. *The Contractor shall assume all liability for any and all damages to his/her work, employees, equipment and materials caused by Railroad traffic.*
- B. *Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.*

VII. **FLAGGING SERVICES:**

A. *When Required:*

1. Flagging services will not be provided until the contractor's insurance has been reviewed & approved by the Railroad.
2. Under the terms of the agreement between the Department and the Railroad, the **Railroad has sole authority to determine the need for flagging** required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are likely to be, working on the Railroad's rights of way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging. If any element (workers, equipment, tools, scaffolding, etc.) may exist or fall within 50 -feet of the edge of track, a flagman is necessary.
3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three-(3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required until the project has been completed.

*B. Scheduling and Notification:*

1. Not later than the time that approval is initially requested to begin work on Railroad rights of way, Contractor shall furnish to the Railroad and the Department a schedule for all work required to complete the portion of the project within Railroad rights of way and arrange for a job site meeting between the Contractor, the Department, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
2. The Contractor will be required to give the Railroad representative **at least 10 working days of advance written notice** of intent to begin work within Railroad rights of way. If it is necessary for the Railroad to advertise a flagging job for bid, it **may take up to 30-days to obtain service**. Once begun, when work is suspended at any time for any reason, the Contractor will be required to give the Railroad representative **at least 72 hours in advance** before resuming work on Railroad rights of way. Such notice shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen is present at the job site. It **may take up to 30 days to obtain flagging initially** from the Railroad. When flagging begins the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and may be unable to be called for on a spot basis. If flagging becomes unnecessary and is suspended, it **may take up to 30 days to again obtain flagging services** from the Railroad. Due to labor agreements, it is necessary to give **5 working days notice before flagging service may be discontinued** and responsibility for payment stopped.
3. If, after the flagman is assigned to the project site, emergencies arise which require the flagman's presence elsewhere, and then the Contractor shall delay work on Railroad rights of way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Department or Railroad.
4. When demobilizing, the Contractor shall contact the flagman to avoid unnecessary flagging charges. This communication shall be documented.

C. *Payment:*

1. **The Cabinet will be responsible for paying the Railroad directly for any and all costs of flagging,** which may be required to accomplish the construction. **The Contractor shall adhere to the Special Note for Railroad Flagging, if applicable, and may be charged for flagging in excess of the allowable days, per said Special Note.**
  
2. The estimated cost of flagging is listed on the Summary Sheet. The charge to the Cabinet by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
  
3. Work by a flagman (M/W) in excess of 8 hours per day or 40 hours per week or on rest days, but not more than 16 hours a day will result in overtime pay at 1 ½ times the appropriate rate. Work by a flagman (M/W) in excess of 16 hours per day will result in overtime pay at 2 times the appropriate rate. Flagman (M/W) working in excess of 16 hours must receive a minimum of 5 hours of rest between shifts or their next shift of work is paid at the overtime rate of 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 ½ times the normal rate.  
  
Work by a flagman (T&E) in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 ½ times the appropriate rate. After a 12 hour work day the flagman (T&E) must be provided with 12 hours of rest. Flagman (T&E) who work six days consecutive days must receive two days off.  
  
Flagman's work day begins and ends at his reporting location.
  
4. Railroad work involved in preparing and handling bills will also be charged to the Contractor. Charges to the Department by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way.

*D. Verification:*

1. The Contractor and Project Engineer will review and sign the Railroad flagman's time sheet, attesting that the flagman was present during the time recorded. Flagman may be removed by Railroad if form is not signed. If flagman is removed, the Contractor will not be allowed to re-enter the Railroad rights of way until the issue is resolved. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact the Railroad's Representative listed on the Project Summary Sheet. All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the Highway Engineer. All written correspondence should be addressed to the Railroad's Representative listed on the Project Summary Sheet.
2. The Railroad flagman assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

**VIII. HAUL ACROSS RAILROAD:**

- A. Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the State has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by his own forces or by Railroad personnel.*
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company unless a license agreement or right of entry is granted and executed for its installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the Contractor. **The approval process for an agreement normally takes 90-days.***

**IX. WORK FOR THE BENEFIT OF THE CONTRACTOR:**

- A. *All temporary or permanent changes in wire lines on the Railroad or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the State and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the State and/or the Railroad.*
- B. *Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.*

**X. COOPERATION AND DELAYS:**

- A. *It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.*
- B. *Train schedules cannot be provided to the Contractor. It is the Contractor's responsibility to contact the Railroad in order to arrange "Track Time." This "Track Time" will be an agreed upon prearranged time period (duration) that the Railroad will, without undue burden, schedule no train traffic to facilitate the Contractor's work on or near Railroad right-of-way. This track time must be arranged during the submission review process.*
- C. *No charge or claims of the Contractor against either the Department or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of Railroad traffic or for any delays due to compliance with these Special Notes.*
- D. *The Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.*
- E. *The Railroad does not assume any responsibility for work performed by others in connection with the Project. No claims of the Contractor against the Railroad for any inconvenience, delay, or additional cost incurred by the Contractor on account of operations by others shall be filed.*

## **XI. TRAINMAN'S WALKWAYS:**

- A. *Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than ~~12~~10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each day. If there is any excavation near the walkway, a handrail, with 12'-0" **minimum clearance from centerline of track**, shall be placed.*

## **XII. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHTS OF WAY:**

- A. *All persons shall wear hard hats and reflective vest. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip on type boots is prohibited. High top (6-inch or more) safety-toe shoes with laces, oil-resistant soles, and a distinct separation between heel and sole are required.*
- B. *No one is allowed within 25' of the centerline of the track without specific authorization from the flagman.*
- C. *All persons working near track when train is passing are to look out for dragging bands, chains and protruding or shifting cargo.*
- D. *No one is allowed to cross tracks without specific authorization from the flagman.*
- E. *All work within 25' of track must stop when train is passing.*
- F. *No steel tape or chain will be allowed to cross or touch rails without permission.*

## **XIII. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHTS OF WAY:**

- A. *No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad Engineer.*
- B. *No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.*
- C. *All employees will stay with their machines when crane or boom equipment is pointed toward track.*
- D. *All cranes and boom equipment under load will stop work while a train is passing (including pile driving).*

- E. *Swinging loads must be secured to prevent movement while train is passing.*
- F. *No loads will be suspended above a moving train.*
- G. *No equipment will be allowed within **50' of centerline of track** without specific authorization of the flagman.*
- H. *Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.*
- I. *No equipment or load movement **within 50' or above a standing train or other equipment** without specific authorization of the flagman.*
- J. *All operating equipment within **50' of track must halt operations when a train is passing**. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.*
- K. *All equipment, loads and cables are prohibited from touching rails.*
- L. *While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.*
- M. *No equipment or materials will be parked or stored on Railroad's property unless specific permission is granted from the Railroad Engineer.*
- N. *All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.*
- O. *All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.*

#### **XIV. INSURANCE:**

- A. *In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the following kinds:*
  - 1. *Commercial General Liability coverage at their sole cost and expense with limits of not less than **\$5,000,000** in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name the Railroad as an additional insured.*
  - 2. *Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than **\$1,000,000**, which insurance must contain a waiver of subrogation against the Railroad and its affiliates.*

3. Commercial automobile liability insurance with limits of not less than **\$1,000,000** combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name the Railroad as an additional insured.
4. Railroad Protective Liability (RPL) insurance with limits of not less than **\$5,000,000** combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of **\$10,000,000**, which insurance shall satisfy the following additional requirements:
  - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance – Insurance Services Office (ISO) Form CG 00 35.
  - b. The Railroad must be the named insured on the Railroad Protective Insurance Policy
  - c. Name and Address of the Contractor must be shown on the Declarations page.
  - d. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
  - e. Terrorism Risk Insurance Act (TRIA) coverage must be included.
  - f. Authorized endorsements must include:
    - (i). Pollution Exclusion Amendment – CG 28 31, unless using form CG 00 35 version 96 and later.
  - g. Authorized endorsements may include:
    - (i). Broad form Nuclear Exclusion – IL 00 21
    - (ii). 30-day Advance Notices of Non-renewal or cancellation
    - (iii). Required State Cancellation Endorsement
    - (iv). Quick Reference or Index – CL/IL 240
  - h. Authorized endorsements may not include:
    - (i). A Pollution Exclusion Endorsement except CG 28 31
    - (ii). An Endorsement that excludes TRIA coverage
    - (iii). An Endorsement that limits or excludes Professional Liability coverage
    - (iv). A Non-Cumulation of Liability or Pyramiding of Limits Endorsement

- (v). A Known Injury Endorsement
- (vi). A Sole Agent Endorsement
- (vii). A Punitive or Exemplary Damages Exclusion
- (viii). A 'Common Policy Conditions' Endorsement
- (ix). Policies that contain any type of deductible
- (x). Any endorsement that is not named in Section 4 (f) or (g) above that the Railroad deems unacceptable

- 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
- 6. Such additional or different insurance as the Railroad may require.

*B. Additional Terms:*

- 1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance, and all notices and correspondence regarding the insurance policy to the contact listed on the Project Summary Sheet.
- 2. The Contractor may not begin work on the Project until it has received the Railroad's written approval or the required insurance.

*C. Insurance policies shall follow the requirements of Subchapter G, Part 646, Subpart A of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments.*

*D. If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the Prime Contractor shall be provided by or in behalf of the subcontractor to cover his operations. Endorsements to the Prime Contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.*

*E. All insurance herein before specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the rights of way of the Railroad as evidenced by the formal acceptance by the Department. Insuring Companies may cancel insurance by permission of the Department and Railroad or on **thirty (30) days written notice** to the Department and Railroad Insurance Contacts as listed on the Project Summary Sheet.*

**XV. FAILURE TO COMPLY:**

- A. *These Special Notes are supplemental and amendatory to the current version of the Kentucky Department of Highways' Standard Specifications for Road and Bridge Construction and amendments thereof, and where in conflict therewith, these Special Notes shall govern.*
- B. *In the event the Contractor violates or fails to comply with any of the requirements of these Special Notes:*
1. The Railroad Engineer may require that the Contractor vacate Railroad property.
  2. The Engineer may withhold any and all monies due the Contractor on pay estimates.
  3. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

**XVI. PAYMENT FOR COST OF COMPLIANCE:**

- A. *No separate payment will be made for any extra cost incurred on account of compliance with these Special Notes. All such cost shall be included in prices bid for other items of the work as specified in the payment items.*



Kentucky Transportation Cabinet  
Division of Right of Way & Utilities

TC 69-008  
08/2010  
Page 5 of 2

**SUMMARY FOR KYTC PROJECTS THAT INVOLVE A RAILROAD**

**Date:** 12/18/2019 *(enter using mm/dd/yyyy format)*

*This project actively involves the below listed railroad company. This Project Summary provides an abbreviated listing of project specific railroad data. The detailed needs of the specified railroad company are included in the Special Notes for Protection of Railroad Interest in the proposal package. By submitting a bid, the contractor attests that they have dutifully considered and accepted the provisions as defined in both documents.*

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**GENERAL ROAD PROJECT INFORMATION** *(This section must be provided by KYTC)*

**County:** Jefferson  
**Federal Number:** STP BRO8801006  
**State Number:** FD52 056 8865401U  
**Route:** US 150  
**Project Description:** Replace Bridge on E Broadway (US 150) Over S. Fork Beargrass Creek  
**Item Number:** 5 - 1067.00                      **Highway Milepost:** 3.600-3.640

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**GENERAL RAIL INFORMATION** *(The below sections must be provided by Railroad Company)*

**Rail Company Name:** CSX Transportation, Inc.  
**DOT# (if applicable):** # 343967V                      **Railroad Milepost:** 0TR-3.79  
**Freight: Train Count (6am to 6pm):** 10   **Train Count (6pm to 6am):** 11   **Train Count (24 hr total):** 21   **Max Speed:** 20mph  
**Passenger: Train Cnt. (6am to 6pm):** 0   **Train Cnt. (6pm to 6am):** 0   **Train Cnt. (24 hr total):** 0   **Max Speed:** N/A  
*(This information is necessary to acquire the necessary insurances when working with Railroad Right of Way)*

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**INSURANCE REQUIREMENTS**

The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:

- (a) Named Insured: CSX Transportation, Inc.
- (b) The project description should be as indicated in the General Road Project Information section.
- (c) The designation of the jobsite is the route, Milepost, and AAR-DOT# listed above.

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**FLAGGING INFORMATION**

**Flagging Estimate:**

Flagging will be paid to the RR by KYTC. Contractor shall adhere to the Special Note for Railroad Flagging, if applicable.

**Hourly Rate:**

\$1,324.00 per based on a hour day effective as of the date of this document.

*Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 ½ times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 ½ times the normal rate.*

**Forecasted Rate Increases:**

Rates will increase to \$ per based on a hour day effective *(enter using M/d/yyyy format).*

**RAILROAD CONTACTS**

*(to be provided by Railroad Company)*

**General Railroad Contact:**

Troy Creasy, Project Manager - Public  
Projects  
4900 Old Osborne Tnpke Suite 200  
Richmond, VA 23231  
**(Phone)** (804) 226 7718  
**(Email)** Troy\_Creasy@CSX.com

**Regional Representative (Roadmaster):**

Chuck Deaton  
Roadmaster  
1200 Don Hutson Boulevard  
Louisville, KY 40219  
**(Phone)** 502-708-8917  
**(Email)** Charles\_Deaton@CSX.com

**Insurance contact:**

CSX Corporation  
Insurance Department

**(Phone)**  
**(Email)** InsuranceDocuments@CSX.com

**Railroad Designer Contact:**

Contractor

Larry Shaw, Project Manager - Rail Division  
Alfred Benesch & Company 201 N. Illinois  
St., 16th Floor South Tower Indianapolis, IN  
46204  
**(Phone)** (317) 610 3241  
**(Email)** LShaw@benesch.com

**Railroad Construction Contact:**

Contractor

Wayne Bolen, Project Manager, Rails  
Division  
Alfred Benesch & Company 201 E Fifth  
Street, Suite 1900 Cincinnati, OH 45202  
**(Phone)** (859) 250 5483

**(Email)** WBolen@benesch.com

**KENTUCKY TRANSPORTATION**

**CABINET CONTACTS** *(to be provided by  
KYTC)*

**KYTC Railroad Coordinator:**

Allen Rust, PE  
Div. of Right of Way & Utilities  
Kentucky Transportation Cabinet  
200 Mero Street, 5<sup>th</sup> Floor East  
Frankfort, Kentucky 40622  
**(Phone)** 502-782-4950  
**(Email)** allen.rust@ky.gov

**KYTC Construction Procurement Director:**

Rachel Mills, Director  
Div. of Construction Procurement  
Kentucky Transportation Cabinet  
200 Mero Street, 3<sup>rd</sup> Floor West  
Frankfort, Kentucky 40622  
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The project specific information provided herein is valid as of the date indicated. However, the specific information may be subject to change due to the normal business operations of all parties. The terms and conditions defined here, and in the bid proposal in its entirety, are inclusive and constant.

# APPENDIX

## CSX Transportation

### CONSTRUCTION SUBMISSION CRITERIA

Public Projects Group  
Jacksonville, FL  
Date Issued: April 14, 2015

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### INTRODUCTION

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### INTRODUCTION

The intent of this document is to guide outside agencies and their Contractors when performing work on, over, or with potential to impact CSXT property (ROW). Work plans shall be submitted for review to the designated CSXT Engineering Representative for all work which presents the potential to affect CSXT property or operations; this document shall serve as a guide in preparing these work plans. All work shall be performed in a manner that does not adversely impact CSXT operations or safety; as such, the requirements of this document shall be strictly adhered to, in addition to all other applicable standards associated with the construction. Applicable standards include, but are not limited to, CSXT Standards and Special Provisions, CSXT Insurance Requirements, CSXT Pipeline Occupancy Criteria, as well as the governing local, county, state and federal requirements. It shall be noted that this document and all other CSXT standards are subject to change without notice, and future revisions will be made available at the CSXT website: [www.csx.com](http://www.csx.com).

### I. DEFINITIONS

1. *Agency* – The project sponsor (i.e., State DOT, Local Agencies, Private Developer, etc.)
2. *AREMA* – American Railway Engineering and Maintenance-of-Way Association – the North American railroad industry standards group. The use of this term shall be in specific reference to the AREMA Manual for Railway Engineering.
3. *Construction Submission* – The Agency or its representative shall submit six (6) sets of plans, supporting calculations, and detailed means and methods procedures for the specific proposed activity. All plans, specifications, and supporting calculations shall be signed/sealed by a Professional Engineer as defined below.
4. *Controlled Demolition* – Removal of an existing structure or subcomponents in a manner that positively prevents any debris or material from falling, impacting, or otherwise affecting CSXT employees, equipment or property. Provisions shall be made to ensure that there is no impairment of railroad operations or CSXT's ability to access its property at all times.
5. *Contractor* – The Agency's representative retained to perform the project work.
6. *Engineer* – CSXT Engineering Representative or a GEC authorized to act on the behalf of CSXT.
7. *Flagman* – A qualified CSXT employee with the sole responsibility to direct or restrict movement of trains, at or through a specific location, to provide protection for workers.
8. *GEC* – General Engineering Consultant who has been authorized to act on the behalf of CSXT.
9. *Horizontal Clearance* – Distance measured perpendicularly from centerline of any track to the nearest obstruction at any elevation between TOR and the maximum vertical clearance of the track.
10. *Professional Engineer* – An engineer who is licensed in State or Commonwealth in which the project is to occur. All plans, specifications, and supporting calculations shall be prepared by the Licensed Professional Engineer and shall bear his/her seal and signature.
11. *Potential to Foul* – Work having the possibility of impacting CSXT property or operations; defined as one or more of the following:
  - a. Any activity where access onto CSXT property is required.
  - b. Any activity where work is being performed on CSXT ROW.
  - c. Any excavation work adjacent to CSXT tracks or facilities, within the Theoretical Railroad Live Load Influence Zone, or where the active earth pressure zone extends within the CSXT property limits.
  - d. The use of any equipment where, if tipped and laid flat in any direction (360 degrees) about its center pin, can encroach within twenty five feet (25'-0") of the nearest track centerline. This is based upon the proposed location of

- the equipment during use, and may be a function of the equipment boom length. Note that hoisting equipment with the potential to foul must satisfy the 150% factor of safety requirement for lifting capacities.
- e. Any work where the scatter of debris, or other materials has the potential to encroach within twenty five feet (25'-0") of the nearest track centerline.
  - f. Any work where significant vibration forces may be induced upon the track structure or existing structures located under, over, or adjacent to the track structure.
  - g. Any other work which poses the potential to disrupt rail operations, threaten the safety of railroad employees, or otherwise negatively impact railroad property, as determined by CSXT.
12. *ROW – Right of Way*; Refers to CSXT Right-of-Way as well as all CSXT property and facilities. This includes all aerial space within the property limits, and any underground facilities.
13. *Submission Review Period* - a minimum of thirty (30) days in advance of start of work. Up to thirty (30) days will be required for the initial review response. Up to an additional thirty (30) days may be required to review any/all subsequent submissions or resubmission.
14. *Theoretical Railroad Live Load Influence Zone* – A 1 horizontal to 1 vertical theoretical slope line starting at bottom corner of tie.
15. *TOR – Top of Rail*. This is the base point for clearance measurements. It refers to the crown (top) of the steel rail; the point where train wheels bear on the steel rails.
16. *Track Structure* – All load bearing elements which support the train. This includes, but is not limited to, the rail, ties, appurtenances, ballast, sub-ballast, embankment, retaining walls, and bridge structures.
17. *Vertical Clearance* – Distance measured from TOR to the lowest obstruction within six feet (6'-0") of the track centerline, in either direction.

## II. GENERAL SUBMISSION REQUIREMENTS

- A. A construction work plan is required to be submitted by the Agency or its Contractor, for review and acceptance, prior to accessing or performing any work with Potential to Foul.
- B. The Agency or its representative shall submit six (6) sets of plans, specifications, supporting calculations, and detailed means and methods procedures for the specific proposed work activity.
- C. Construction submissions shall include all information relevant to the work activity, and shall clearly and concisely explain the nature of the work, how it is being performed, and what measures are being taken to ensure that railroad property and operations are continuously maintained.
- D. All construction plans shall include a map of the work site, depicting the CSXT tracks, the CSXT right of way, proposed means of access, proposed locations for equipment and material staging (dimensioned from nearest track centerline), as well as all other relevant project information. An elevation drawing may also be necessary in order to depict clearances or other components of the work.
- E. Please note that CSXT will not provide pricing to individual contractors involved in bidding projects. Bidding contractors shall request information from the agency and not CSXT.
- F. The Contractor shall install a geotextile fabric ballast protection system to prevent construction or demolition debris and fines from fouling ballast. The geotextile ballast protection system shall be installed and maintained by the Contractor to the satisfaction of the Engineer.
- G. The Engineer shall be kept aware of the construction schedule. The Contractor shall provide timely communication to the Engineer when scheduling the work such that the Engineer may be present during the work. The Contractor's schedule shall not dictate the work plan review schedule, and flagging shall not be scheduled prior to receipt of an accepted work plan.

H. At any time during construction activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

I. Blasting will not be permitted to demolish a structure over or within CSXT's right-of-way. When blasting off of CSXT property but with Potential to Foul, vibration monitoring, track settlement surveying, and/or other protective measures may be required as determined by the Engineer.

J. Blasting is not permitted adjacent to CSXT right-of-way without written approval from the Chief Engineer, CSXT.

K. Mechanical and chemical means of rock removal must be explored before blasting is considered. If written permission for the use of explosives is granted, the Agency or Contractor must submit a work plan satisfying the following requirements:

1. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Agency or Contractor.
2. Electronic detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
3. No blasting shall be done without the presence of an authorized representative of CSXT. Advance notice to the Engineer is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
4. Agency or Contractor must have at the project site adequate equipment, labor and materials, and allow sufficient time, to clean up debris resulting from the blasting and correct any misalignment of tracks or other damage to CSXT property resulting from the blasting. Any corrective measures required must be performed as directed by the Engineer at the Agency's or Contractor's expense without any delay to trains. If Agency's or Contractor's actions result in the delay of any trains including passenger trains, the Agency or Contractor shall bear the entire cost thereof.
5. The Agency or Contractor may not store explosives on CSXT property.
6. At any time during blasting activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

### **III. HOISTING OPERATIONS**

A. All proposed hoisting operations with Potential to Foul shall be submitted in accordance with the following:

1. A plan view drawing shall depict the work site, the CSXT track(s), the proposed location(s) of the lifting equipment, as well as the proposed locations for picking, any intermediate staging, and setting the load(s). All locations shall be dimensioned from centerline of the nearest track. Crane locations shall also be dimensioned from a stationary point at the work site for field confirmation.
2. Computations showing the anticipated weight of all picks. Computations shall be made based upon the field-verified plans of the existing structure. Pick weights shall account for the weight of concrete rubble or other materials attached to the component being removed; this includes the weight of subsequent rigging devices/components. Rigging components shall be sized for the subsequent pick weight.
3. All lifting equipment, rigging devices, and other load bearing elements shall have a rated (safe lifting) capacity that is greater than or equal to 150% of the load it is carrying, as a factor of safety. Supporting calculations shall be furnished to verify the minimum capacity requirement is maintained for the duration of the hoisting operation.

4. Dynamic hoisting operations are prohibited when carrying a load with the Potential to Foul. Cranes or other lifting equipment shall remain stationary during lifting. (i.e., no moving picks).
5. For lifting equipment, the manufacturer's capacity charts, including crane, counterweight, maximum boom angle, and boom nomenclature is to be submitted.
6. A schematic rigging diagram must be provided to clearly call out each rigging component from crane hook to the material being hoisted. Copies of catalog or information sheets shall be provided to verify rigging weights and capacities.
7. For built-up rigging devices, the contractor shall submit the following:
  - i. Details of the device, calling out material types, sizes, connections and other properties.
  - ii. Load test certification documents and/or design computations bearing the seal and signature of a Professional Engineer. Load test shall be performed in the configuration of its intended use as part of the subject demolition procedure.
  - iii. Copies of the latest inspection reports of the rigging device. The device shall be inspected within one (1) calendar year of the proposed date for use.
8. A detail shall be provided showing the crane outrigger setup, including dimensions from adjacent slopes or facilities. The detail shall indicate requirements for bearing surface preparation, including material requirements and compaction efforts. As a minimum, outriggers and/or tracks shall bear on mats, positioned on level material with adequate bearing capacity.
9. A complete written narrative that describes the sequence of events, indicating the order of lifts and any repositioning or re-hitching of the crane(s).

#### **IV. DEMOLITION PROCEDURE**

- A. The Agency or its Contractor shall submit a detailed procedure for a controlled demolition of any structure on, over, or adjacent to the ROW. The controlled demolition procedure must be approved by the Engineer prior to beginning work on the project.
- B. Existing Condition of structure being demolished:
  1. The Contractor shall submit as-built plans for the structure(s) being demolished.
  2. If as-built plans are unavailable, the Contractor shall perform an investigation of the structure, including any foundations, substructures, etc. The field measurements are to be made under the supervision of the Professional Engineer submitting the demolition procedure. Findings shall be submitted as part of the demolition means and methods submittal for review by the Engineer.
  3. Any proposed method for temporary stabilization of the structure during the demolition shall be based on the existing plans or investigative findings, and submitted as part of the demolition means and methods for review by the Engineer.
- C. Demolition work plans shall include a schematic plan depicting the proposed locations of the following, at various stages of the demolition:
  1. All cranes and equipment, calling out the operating radii.
  2. All proposed access and staging locations with all dimensions referenced from the center line of the nearest track.
  3. Proposed locations for stockpiling material or locations for truck loading.
  4. The location, with relevant dimensions, of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions.
  5. Note that no crane or equipment may be set on the CSXT rails or track structure and no material may be dropped on CSXT property.
- D. Demolition submittal shall also include the following information:
  1. All hoisting details, as dictated by Section III of this document.
  2. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure.

The proposed time frames for all critical subtasks (i.e., torch/saw cutting various portions of the superstructure or substructure, dismantling splices, installing temporary bracing, etc.) shall be furnished so that the potential impact(s) to CSXT operations may be assessed and eliminated or minimized.

3. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
  4. Design and supporting calculations shall be prepared, signed, and sealed by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review. A guardrail will be required to be installed in a track in the proximity of temporary bents or shoring towers, when located within twelve feet (12'-0") from the centerline of the track. The guardrail will be installed by CSXT forces, at the expense of the Agency or its contractor.
- E. Girders or girder systems shall be stable at all times during demolition. Temporary bracing shall be provided at the piers, abutments, or other locations to resist overturning and/or buckling of the member(s). The agency shall submit a design and details of the proposed temporary bracing system, for review by the Engineer. Lateral wind forces for the temporary conditions shall be considered in accordance with AREMA, Chapter 8, Section 28.6.2. The minimum lateral wind pressure shall be fifteen pounds per square foot (15 psf).
- F. Existing, obsolete, bridge piers shall be removed to a minimum of three feet (3'-0") below the finished grade, final ditch line invert, or as directed by the Engineer.
- G. A minimum quantity of twenty five (25) tons of CSXT approved granite track ballast may be required to be furnished and stockpiled on site by the Contractor, or as directed by the Engineer.
- H. The use of acetylene gas is prohibited for use on or over CSXT property. Torch cutting shall be performed utilizing other materials such as propane.
- I. CSXT's tracks, signals, structures, and other facilities shall be protected from damage during demolition of existing structure or replacement of deck slab.
- J. Demolition Debris Shield
1. On-track or ground-level debris shields (such as crane mats) are prohibited for use by CSXT.
  2. Demolition Debris Shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the structure. The demolition debris shield shall be erected from the underside of the bridge over the track area to catch all falling debris. The debris shield shall not be the primary means of debris containment.
    - i. The demolition debris shield design and supporting calculations, all signed/sealed by a Professional Engineer, shall be submitted for review and acceptance.
    - ii. The demolition debris shield shall have a minimum design load of 50 pounds per square foot (50 psf) plus the weight of the equipment, debris, personnel, and all other loads.
    - iii. The Contractor shall verify the maximum particle size and quantity of the demolition debris generated during the procedure does not exceed the shield design loads. Shield design shall account for loads induced by particle impact; however the demolition procedure shall be such that impact forces are minimized. The debris shield shall not be the primary means of debris containment.
    - iv. The Contractor shall include installation/removal means and methods for the demolition debris shield as part of the proposed Controlled Demolition procedure submission.
    - v. The demolition debris shield shall provide twenty three feet (23'-0") minimum vertical clearance, or maintain the existing vertical clearance if the existing clearance is less than twenty three feet (23'-0").
    - vi. Horizontal clearance to the centerline of the track should not be reduced unless approved by the Engineer.
    - vii. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Engineer.
- K. Vertical Demolition Debris Shield
1. This type of shield may be required for substructure removals in close proximity to CSXT track and other facilities, as determined by the Engineer.
  2. The Agency or its Contractor shall submit detailed plans with detailed calculations, prepared, signed, and sealed by a Professional Engineer, of the protection shield.

## V. ERECTION PROCEDURE

- A. The Agency or its Contractor shall submit a detailed procedure for erection of a structure with Potential to Foul. The erection procedure must be approved by the Engineer prior to beginning work on the project.
- B. Erection work plans shall include a schematic plan depicting the following, at all stages of the construction:
1. All proposed locations of all cranes and equipment, calling out the operating radii.
  2. All proposed access and staging locations with all dimensions referenced from the center line of the nearest track.
  3. All proposed locations for stockpiling material or locations for truck loading.
  4. The location, with relevant dimensions, of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions.
- C. No crane or equipment may be set on the CSXT rails or track structure and no material may be dropped on CSXT property.
- D. For erection of a structure over the tracks, the following information shall be submitted for review and acceptance by the Engineer, at least thirty (30) days prior to erection:
1. As-built beam seat elevations – field surveyed upon completion of pier/abutment construction.
  2. Current Top of Rail (TOR) elevations – field measured at the time of as-built elevation collection.
  3. Computations verifying the anticipated minimum vertical clearance in the final condition which accounts for all deflection and camber, based upon the current TOR and as-built beam seat elevations. The anticipated minimum vertical clearance shall be greater than or equal to that which is indicated by the approved plans. Vertical clearance (see definitions) is measured from TOR to the lowest point on the overhead structure at any point within six feet (6'-0") from centerline of the track. Calculations shall be signed and sealed by a Professional Engineer.
- E. Girders or girder systems shall be stable at all times during erection. No crane may unhook prior to stabilizing the beam or girder.
1. Lateral wind forces for the temporary conditions shall be considered in accordance with AREMA, Chapter 8, Section 28.6.2. The minimum lateral wind pressure shall be fifteen pounds per square foot (15 psf).
  2. Temporary bracing shall be provided at the piers, abutments, or other locations to resist overturning and/or buckling of the member(s). The agency shall submit a design and details of the proposed temporary bracing system, for review by the Engineer.
  3. Temporary bracing shall not be removed until sufficient lateral bracing or diaphragm members have been installed to establish a stable condition. Supporting calculations, furnished by the Professional Engineer, shall confirm the stable condition.
- F. Erection procedure submissions shall also include the following information:
1. All hoisting details, as dictated by Section III of this document.
  2. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical subtasks (i.e., performing aerial splices, installing temporary bracing, installation of diaphragm members, etc.) shall be furnished so that the potential impact(s) to CSXT operations may be assessed and eliminated or minimized.
  3. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
  4. A guardrail will be required to be installed in a track in the proximity of temporary bents or shoring towers, when located within twelve feet (12'-0") from the centerline of the track. The guardrail will be installed by CSXT forces, at the expense of the Agency or its Contractor.
  5. Design and supporting calculations prepared by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review.

## VI. TEMPORARY EXCAVATION AND SHORING

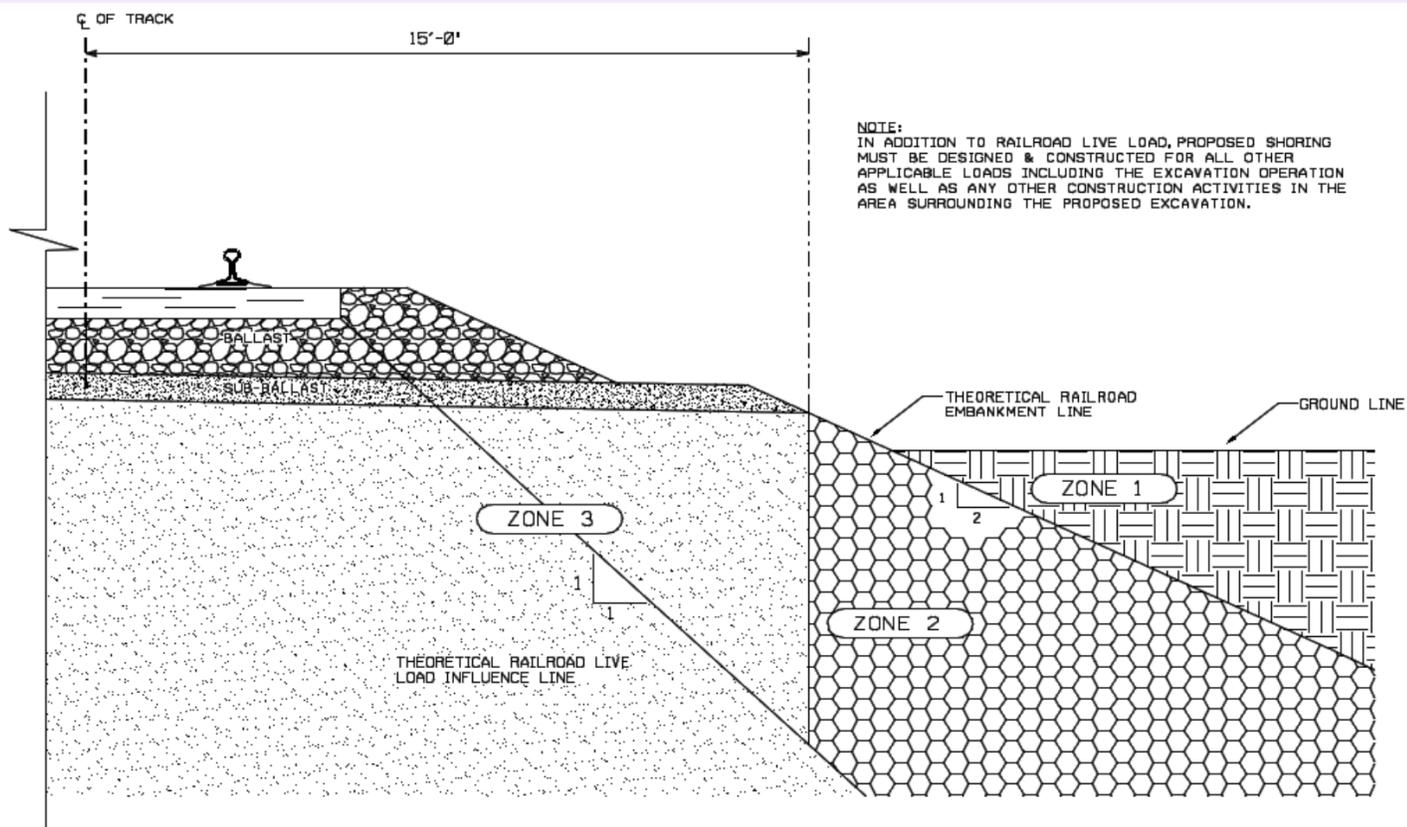
- A. The Agency or its Contractor shall submit a detailed design and procedure for the installation of a sheeting/shoring system adjacent to the tracks. Shoring protection shall be provided when excavating with Potential to Foul, or as otherwise determined by CSXT. Shoring shall be provided in accordance with the AREMA, except as noted below.
- B. Shoring may not be required if all of the following conditions are satisfied:
1. The excavation does not encroach within the Theoretical Live Load Influence Zone. Please refer to Figure 1.

2. The track structure is situated on level ground, or in a cut section, and on stable soil.
  3. The excavation does not adversely impact the stability of a CSXT facility (i.e., signal bungalow, drainage facility, undergrade bridge, building, etc), or the stability of any structure on, over, or adjacent to CSXT property with potential to foul.
  4. Shoring is not required by any governing federal, state, local or other construction code.
- C. Shoring is required when excavating the toe of an embankment. Excavation of any embankment which supports an active CSXT track structure without shoring will not be permitted.
- D. Trench boxes are not an acceptable means of shoring. Trench boxes are prohibited for use on CSXT property or within the Theoretical Railroad Live Load Influence Zone.
- E. Shoring shall be a cofferdam-type, which completely encloses the excavation. However, where justified by site or work conditions, partial cofferdams with open sides away from the track may be permissible, as determined by the Engineer.
- F. Cofferdams shall be constructed using interlocking steel sheet piles, or when approved by the Engineer, steel soldier piles with timber lagging. Wales and struts shall be included when dictated by the design.
- G. The use of tiebacks can be permissible for temporary shoring systems, when conditions warrant. Tiebacks shall have a minimum clear cover of 6'-0", measured from the bottom of the rail. Upon completion of the work, tiebacks shall be grouted, cut off, and remain in place.
- H. All shoring systems on, or adjacent to CSXT right-of-way, shall be equipped with railings or other fall protection, compliant with the governing federal, state or local requirements. Area around pits shall be graded to eliminate all potential tripping hazards.
- I. Interlocking steel sheet piles shall be used for shoring systems qualifying one or more of the following conditions:
1. Within 18'-0" of the nearest track centerline
  2. Within the live load influence zone
  3. Within slopes supporting the track structure
  4. As otherwise deemed necessary by the Engineer.
- J. Sheet piles qualifying for one or more of the requirements listed in Section VI.I (above) of this document shall not be removed. Sheet piles shall be left in place and cut off a minimum of 3'-0" below the finished grade, the ditch line invert, or as otherwise directed by the Engineer. The ground shall be backfilled and compacted immediately after sheet pile is cut off.
- K. The following design considerations shall be considered when preparing the shoring design package:
1. Shoring shall be designed to resist a vertical live load surcharge of 1,880 lbs. per square foot, in addition to active earth pressure. The surcharge shall be assumed to act on a continuous strip, eight feet six inches (8'-6") wide. Lateral pressures due to surcharge shall be computed using the strip load formula shown in *AREMA Manual for Railway Engineering*, Chapter 8, Part 20.
  2. Allowable stresses in materials shall be in accordance with AREMA Chapter 7, 8, and 15.3.
  3. A minimum horizontal clearance of ten feet (10'-0") from centerline of the track to face of nearest point of shoring shall be maintained, provided a twelve feet (12'-0") roadbed is maintained with a temporary walkway and handrail system.
  4. For temporary shoring systems with Potential to Foul, piles shall be plumb under full dead load. Maximum deflection at the top of wall, under full live load, shall be as follows:
    - i. One-half (1/2) inch for walls within twelve feet (12'-0") of track centerline (Measured from centerline of the nearest track to the nearest point of the supporting structure).
    - ii. One (1) inch for walls located greater than twelve feet (12'-0") from track centerline
- L. Shoring work plans shall be submitted in accordance with Section II of this document, as well as the following additional requirements:
1. The work plan shall include detailed drawings of the shoring systems calling out the sizes of all structural members, details of all connections. Both plan and elevation drawings shall be provided, calling out dimensions from the face of shoring relative to the nearest track centerline. The elevation drawing shall also show the height of shoring, and track elevation in relation to bottom of excavation.
  2. Full design calculations for the shoring system shall be furnished.
  3. A procedure for cutting off the sheet pile, backfilling and restoring the embankment.

## **VII. TRACK MONITORING**

- A. When work being performed has the potential to disrupt the track structure, a work plan must be submitted detailing a track monitoring program which will serve to monitor and detect both horizontal and vertical movement of the CSXT track and roadbed.
- B. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. CSXT reserves to the right to modify the survey locations and monitoring frequency as necessary during the project.
- C. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Engineer for analysis.
- D. If any movement has occurred as determined by the Engineer, CSXT will be immediately notified. CSXT, at its sole discretion, shall have the right to immediately require all contractor operations to be ceased, have the excavated area immediately backfilled and/or determine what corrective action is required. Any corrective action required by CSXT or performed by CSXT including the monitoring of corrective action of the contractor will be at project expense.

FIGURE 1: Theoretical Live Load Influence Zone



**NORMAL REQUIREMENTS FOR SHORING ADJACENT TO TRACK**

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ZONE 1 - EXCAVATIONS ABOVE AND OUTSIDE OF THE THEORETICAL RAILROAD EMBANKMENT LINE - DO NOT NORMALLY REQUIRE SHORING TO PROTECT RAILROAD ROADBED, SHORING MAY BE REQUIRED FOR OTHER REASONS.
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ZONE 2 - EXCAVATIONS WHOSE BOTTOMS EXTEND INTO ZONE 2 REQUIRE SHORING, BUT THE SHORING MAY NORMALLY BE PULLED AFTER THE EXCAVATION HAS BEEN BACKFIELD.
- 

ZONE 3 - EXCAVATIONS WHOSE BOTTOMS EXTEND INTO ZONE 3 WILL NORMALLY REQUIRE THE SHORING TO BE LEFT IN PLACE AND CUT-OFF 3' BELOW BASE OF RAIL. SHORING MUST BE DESIGNED FOR COOPER E88 LIVE LOAD

Louisville, Jefferson County, KY  
KYTC Project No. FD52 056 88654 01U  
CSXT Milepost: 0TR-3.79  
CSXT OP No.: KY0381

**EXHIBIT D**

**CONTRACTOR'S ACCEPTANCE**

To and for the benefit of the *Company*, ("*Company*") and to induce the *Company* to permit Contractor on or about *Company's* property for the purposes of performing work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_, between the Commonwealth of Kentucky Transportation Cabinet, Department of Highways and the *Company*, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, particularly Exhibits B and C as included herein.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SPECIAL NOTE FOR RAILROAD FLAGGING

Unless otherwise noted, Section references herein are to the Department's Standard Specifications for Road and Bridge Construction. All applicable portions of the Department's Standard Specifications apply unless specifically modified herein.

- 1. DESCRIPTION.** It is estimated this project will require 10 days of railroad flagging. Guidelines for determining when flagging protection will be needed are included in the Special Provisions for Protection of Railroad Interest. The Daily Rate for this project will be \$1,000.00
- 2. DEFINITION OF FLAGGING.** The particular Railroad(s) involved in this project will define when flagging is required (see Summary for KYTC Projects That Involve a Railroad and Special Provisions for Protection of Railroad Interest) and the number of flaggers needed. At least 2 weeks notice is required before flagging will be provided, but it could take up to 30 days. It will remain the Contractor's responsibility to schedule work including any down time (such as winter) so as to minimize the use of flagging services. The Department retains no responsibility for coordinating flagging services between the Railroad and the Contractor.
- 3. REDUCTION AND EXTENSION OF RAILROAD FLAGGING TIME.** Based upon the Kentucky Standard Specifications, any changes in contract time for this project will be by change order. If the nature of the work in the change order necessitates additional use of railroad flagging services, then that shall be identified in that change order and the number of calendar days for railroad flagging services shall be increased. By signing the change order, the contractor waives all rights to any future request to change the number of days of railroad flagging associated with the work in that change order. Since the number of days involves the cost to the Department and not the Contractor, the number of days of railroad flagging shall not be reduced.
- 4. MEASUREMENT.** The Department will keep track of calendar days that railroad flagging is performed. This will include any day that any railroad flagger charges a minimum of 5 hours of onsite flagging. Except that from April 1<sup>st</sup> thru November 30<sup>th</sup> this will not include days where the Contractor cannot perform at least 5 hours of the work that necessitates railroad flagging due to weather, seasonal, or temperature limitations of the Specifications, or other conditions beyond the control of the Contractor as judged by the Engineer. From Dec 1<sup>st</sup> thru March 30<sup>th</sup> any day that any railroad flagger charges a minimum of 5 hours of onsite flagging then a calendar day of railroad flagging will be counted; without regard to weather, seasonal or temperature limitations of the Specifications. The Engineer will furnish the Contractor bi-weekly statements showing the number of railroad flagging days charged for the period. The Contractor acknowledges acceptance of, and agreement with, all bi-weekly statements unless the Contractor submits a written protest containing supporting evidence for a change within 14 calendar days of receiving the bi-weekly statement.

If the number of calendar days of railroad flagging has exceeded 10 days, then the Contractor will be charged for each day that additional flagging is needed multiplied by the Daily Rate. This will be in addition to any liquidated damages or other reimbursements that the contract or the Kentucky Standard Specifications may require. This charge will continue, based upon actual flagging use, until Formal Acceptance.

If upon Formal Acceptance the total number of calendar days that railroad flagging is performed is less than 10 days no additional monies will be given to the Contractor.

# Standard Water Bid Item Descriptions

**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. All air release/vacuum valves on a project shall be paid under one bid item regardless of size. No separate pay items will be established for size variations. Only in the case of the uniqueness of a particular air release valve would a separate bid item be established. 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 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*

**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 at the location shown on the plans or as directed in accordance with the specifications. This item is not to be paid on new main installations. This pay item is only to be paid to cap existing mains. Caps on new mains are incidental to the new main. Any and all caps on existing mains 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.

**W 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 water main under streets, creeks, and 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** Includes all labor, equipment, excavation, concrete, reinforcing steel, backfill, restoration, and 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 encasement 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** 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** 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 on 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 reinstalling 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 on 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 bid 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 where 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. Any and 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 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. 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 specification 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 ID or less as specified on the plans. This item shall include all labor, equipment, meter, meter box, 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. 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, and 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, and etc., to relocate the existing water meter (whatever size exists), meter yoke, meter box, casting, and 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 short side or long side service bid items. 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 ID 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 larger 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 ID or less as specified on the plans. This item shall include all labor, equipment, meter, PRV, meter box, casting, yoke, and any other associated material 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 description shall apply to all PVC, ductile iron, and polyethylene/plastic pipe bid items of every size and type 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 specification), polyethylene wrap (when specified), labor, equipment, excavation, bedding, restoration, testing, sanitizing, backfill, and 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 and 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. 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 anchoring, labor, equipment, excavation, backfill, and restoration required to install the plug in an existing in-service main that is to remain at the location shown on the plans or as directed in accordance with the specifications. Any and all plugs on all existing in-service mains 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.

*NOTE: This utility bid item is not to be paid on new main installations or abandoned mains. This pay item is to plug existing in-service mains only. Plugs on new mains are incidental to the new main just like all other fittings.*

*NOTE: Plugging of existing abandon mains shall be performed and paid in accordance with Section 708.03.05 of KYTC Standard Specifications For Road And Bridge Construction and paid using Bid Code 01314 Plug Pipe.*

**W PRESSURE REDUCING VALVE** This description 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, and 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 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 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, tapping saddle (if required), and 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 plan or specification), 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 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 specification), 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. 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. 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 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.

**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, and 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 restoration complete. 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, and 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 restoration complete. 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 SLEVE 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 bid description 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.

**W VALVE** This description 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 specification), labor, equipment, excavation, anchoring (if any), valve box and valve stem extensions, backfill, concrete pad around valve box (if required by specification), restoration, testing, disinfection, and 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 bid 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 is 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** 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, and 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 CUT-IN** This bid description 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 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 drawing, 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.

## **SUPPLEMENTARY SPECIFICATIONS**

### **BROADWAY BRIDGE REPLACEMENT UTILITY RELOCATION KYTC Project No. 5-1067.00**

#### **PROJECT LIMITS**

Limits of the referenced project include section of **E. BROADWAY (US 150)**. See plans for exact location.

#### **PROJECT SUMMARY**

The referenced project consists of the installation of **155 +/-** linear feet of 20-inch Pressure Class 350 ductile iron water main and appurtenances, the installation of **5 +/-** linear feet of 12-inch Pressure Class 350 ductile iron water main and appurtenances, and the installation of **35 +/-** linear feet of 8-inch Pressure Class 350 ductile iron water main and appurtenances.

#### **SCOPE OF WORK**

- A. Supply and install **145 +/-** linear feet of 20-inch Pressure Class 350 ductile iron water main and appurtenances along E. Broadway (US 150) at the South Fork Beargrass Creek Crossing.
- B. Supply and install **5 +/-** linear feet of 12-inch Pressure Class 350 ductile iron water main and appurtenances along E. Broadway (US 150) at the South Fork Beargrass Creek Crossing.
- C. Supply and install **35 +/-** linear feet of 8-inch Pressure Class 350 ductile iron water main and appurtenances at the intersection of Brent St. and E. Broadway (US 150).
- D. Supply and install non-friction restraint joint mechanisms for all pipes and fittings specified with this project. Contractor shall utilize American Flex-ring / Lock-ring fittings, Clow TR-Flex, MJ Coupled Joints, or equivalent. Supply and install thrust blocks at every bend, tee, valve, etc. along with the restraint joint pipe and fittings.
- E. All ductile iron water main shall be pressure class 350.
- F. All materials shall be supplied and installed by the contractor.
- G. Normal work hours shall be based on KYTC and Metro permits; however, the Contractor shall anticipate the need to work after-hours, on weekends, and during

off-peak demand periods to accommodate critical customer needs and LWC Operational requirements and demands. After-hour, weekend and off-peak demand work will be required to shut down mains, place mains in service, complete tie-ins, etc. All such work will be considered incidental to the project and no additional compensation will be provided.

### **PRE-CONSTRUCTION VALVE INSPECTION**

- A. Prior to the beginning of construction, the Contractor shall be responsible for locating and inspecting all existing valves associated with the work to be done. Inspection work to be done on these valves shall be included in the Contractor's base bid, and shall consist of the following:
- B. Locate the valve in the field. Valve boxes that are paved over or buried shall be uncovered and made accessible.
- C. Inspect key tubes and operating nut. Key tubes shall be cleared of debris and the operating nut made accessible. Gate Keys must be placed and turned on Gate Valve Operating Nuts to ensure the functional operation of the valve. Company Inspector must be present when operating gate valves.
- D. Valve boxes (round tops) and lids shall be raised to grade where necessary.
- E. Any valve determined by the Company to be inoperative shall be excavated and repaired or replaced by the Contractor as deemed necessary by the LWC Project Manager. Unit costs shall be as submitted by the Contractor in the BIDDER'S PROPOSAL form.
- F. Except in cases of emergency, the Contractor shall not operate any valve without the direct supervision of the LWC Project Manager or Company Inspector. In an emergency, the Company Inspector and Company Radio Room shall be immediately notified by the Contractor. The Company Radio Room Direct Phone Line is (502) 368-0127.

### **PROJECT DRAWINGS AND SPECIFICATIONS**

- A. The Contractor shall make available a set of record plans and specifications at the job site at all times.

### **SITE WORK - UTILITIES**

- A. Utility locations are shown on the plans from available information and are approximate. The contractor is responsible for locating all existing utilities including water line facilities prior to start of construction. The contractor is

- responsible for relocating any existing utility that is in conflict with the proposed construction at no additional cost to LWC.
- B. The Contractor shall notify the Kentucky 811 two (2) business days in advance of any construction on this project. Additional information for Kentucky 811 can be found at [www.kentucky811.org](http://www.kentucky811.org).
  - C. Where because of location or grade, such utilities cannot be replaced to occupy their original location, they shall be changed at no additional cost to the Company and as directed by the LWC Project Manager and utility owner to accomplish their original purpose with adequate provision for drainage over or under the pipe as circumstances require.
  - D. Where any utility facility, including service connections, is touched or endangered by the work, the utility management shall be notified by the Contractor, and the Contractor shall cooperate with the utility and pay the cost of protection and repair if damaged.
  - E. Where utilities exist parallel to the water main and at a location which will interfere with its installation; the affected utility shall be notified at least five days in advance, if possible, of the time necessary to do the work. The cost of temporary hook-up and any charges from the utility will be paid by the Contractor unless previously authorized by the Louisville Water Company.
  - F. Water mains shall be installed in accordance with Kentucky Division of Water regulations and Recommended Standards for Water Works (Ten States Standards).
  - G. Water mains shall be installed at a minimum of ten feet (10') horizontally from any existing or proposed non-storm sewer main or non-storm sewer manhole; measured from the outside diameters. ("Non-storm sewer" is defined as sanitary sewer, combined sewer, septic tank, or subsoil treatment system.)
  - H. When crossing over or under a non-storm sewer main, the water main shall maintain one and one-half feet (1.5') vertical separation with one (1) full length of the water pipe located so that both joints of the water pipe will be as far from the non-storm sewer as possible. Special structural support for the non-storm sewer and water pipes may be required.
  - I. When ten feet (10') of horizontal separation or one and one-half feet (1.5') of vertical separation cannot be maintained, the LWC Project Manager must be notified for resolution. There shall be no deviation from the above ten feet (10') horizontal and one and one-half feet (1.5') vertical separation requirements when water pipes are crossing non-storm sewer force mains. Only in the event that the LWC Project Manager directs the Contractor by written order may changes be made to these minimum separations.

- J. Water service lines shall be installed at the standard depth of forty two inches (42"). Service lines crossing over or under a non-storm sewer shall maintain a minimum vertical separation of one and one-half feet (1.5').

### **SITE WORK - LAYING OUT THE WORK**

- A. The exact location of the work will be fixed by lines and elevations furnished by the LWC Project Manager on project drawings or specifications. The Contractor shall layout its own work, lines, measurements, bench marks, levels and grades, right-of-way and easement lines. The Contractor shall contact the LWC Project Manager prior to entering a property on which the pipeline is being installed in an easement to ensure that the easement has been obtained.
- B. The pipelines shall be installed throughout the public rights-of-way or in easements as indicated on the project drawings. Generally, all work must be confined to the public way or easement provided; however, the Contractor may make arrangements for more operating room at its own expense and responsibility.
- C. The Contractor will obtain written permission for use of private property by the property owner and furnish an affidavit to the LWC Project Manager that proper arrangements are made prior to occupation of the property. Otherwise, the Contractor shall conduct its operations in a manner that will not interfere with adjacent property owners.
- D. The Contractor shall furnish and set all stakes necessary in laying out the location of lines and grades, shall protect all stakes by suitable guard stakes, and shall be responsible for maintenance of all stakes after set.

### **TEMPORARY CONTRACTOR FACILITIES**

- A. The Contractor shall purchase water from the Company for use in construction operations. The Contractor shall include the cost of Temporary Water Service, and cost of water purchased, in the base bid. Water used by the Contractor or Company for disinfection, flushing, pressure testing, and leakage testing will be supplied by the Company.
- B. The Contractor is responsible to protect the fire hydrant meter assemblies and fire hydrant wrenches from loss and theft. Fire hydrant meter assemblies must be dismantled when not in use to protect from theft or freezing weather. Fire hydrant wrenches shall never be left unattended on a fire hydrant.
- C. Fire Hydrants must be turned on completely open to prevent flooding through hydrant drain holes. Flow shall be regulated by the temporary meter assembly

valve. The Contractor must notify the LWC Radio Room (569-3600, ext. 2700 & 2701) of all hydrants flowed between December 1 and March 15 so the hydrant can be winterized after use to prevent freezing. Some fire hydrants have a locking device attached to prevent unauthorized use.

- D. The Contractor shall notify the LWC Project Manager or Company Inspector 48 hours in advance of the need to use such a fire hydrant so the lock can be removed by LWC personnel. The Contractor shall immediately notify the LWC Project Manager or Company Inspector when the fire hydrant is no longer needed so the lock can be re-installed. It is the responsibility of the Contractor to properly protect the fire hydrant meter assembly, and to ensure that proper replacement techniques be applied, including placement of gasket to prevent water loss upstream of the meter.

### **PIPELINE - GENERAL**

- A. Supply all labor, materials, equipment and incidentals required, install, disinfect and test pipe and fittings as shown on the Drawings and as specified herein.
- B. Piping shall be located substantially as shown on the Drawings. The Project Manager reserves the right to make such modifications in locations as may be found desirable to avoid interference between pipes or for other reasons. Pipe fitting notation is for the Contractor's convenience and does not relieve him/her from installing and jointing different or additional items where required to achieve a complete piping system.
- C. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the LWC Project Manager. No material shall be delivered to the Site without prior approval of the LWC Project Manager.
- D. The Contractor remains responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.
- E. All materials and equipment to be incorporated in the Work shall be handled and stored by the manufacturer, fabricator, supplier and Contractor before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.
- F. Cement, lime, and grout materials shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting.

- G. All materials which, in the opinion of the LWC Project Manager, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the Site, and the Contractor shall receive no compensation for the damaged material or its removal.

### **PIPELINE - SUBMITTALS**

- A. All required submittal items shall be submitted by the Contractor to the LWC Project Manager.
- B. As soon as possible after the Contract has been executed, the Contractor shall submit to the LWC Project Manager, shop drawings, product data, piping layouts, design calculations, warranty information, test reports, and manufacturer's literature he proposes to furnish for the Work. Such data shall be in sufficient detail to enable the Project Manager to identify the particular product and to form an opinion as to its conformity to the Specifications.
- C. The Contractor shall submit design calculations signed by a licensed Professional Engineer. This includes all load combinations and pipe restraint requirements.
- D. The Contractor shall submit the name of the pipe and fitting suppliers and a list of materials to be furnished. The suppliers and materials must be preapproved by LWC Project Manager before they are supplied to the job site or installed on the project.
- E. Prior to shipment of pipe, the contractor shall submit certified copies of mill tests confirming the type of materials used in the pipe, and shop testing of pipe to show compliance with the requirements of the applicable standards, along with a sworn affidavit of compliance that the pipe complies with the referenced standards, shall be submitted.
- F. The Contractor shall submit copies of all shop tests, including hydrostatic tests.
- G. The Contractor shall submit information on all warranties.
- H. The Contractor shall submit shop drawings with a tabulated laying schedule which references stations and invert elevations as shown on the Drawings as well as all fittings, bends, outlets, restrained joints, tees, special deflection bells, adapters, solid sleeves and specials, along with the manufacturer's drawings and specifications providing complete details of all items. The laying schedule shall show pipe class and class coding. The above shall be submitted to the Project Manager for approval before manufacture and shipment. Full length pipe may be supplied from inventory provided that all specification requirements are met. Shop drawings shall include but not be limited to:

- a. Complete and dimensional working drawings of all pipe layouts, including pipe stationing, invert elevation at changes in grade or horizontal alignment, all elements of curves and bends both in horizontal alignment and vertical position.
  - b. The grade of material; size, wall thickness, of the pipe and fittings and appurtenances, type and location of fittings, specials, and valves; and the type and limits of the lining, lining reinforcing and coating systems of the pipe and fittings. Methods and procedures recommended by the coating manufacturer will be documented.
  - c. Joint details; methods and locations of supports, and complete information concerning type, size and location of all welds. Shop welds (no field welding will be allowed) will be clearly differentiated and welds will be clearly detailed with preparation procedures for all pipe and parent material comprising each weld. Critical welding procedures will be identified along with methods for controlling welding stresses and distortions. Locations and proposed joint details will also be clearly identified.
  - d. Method of manufacture of pipe; joint details; fittings; and any specials.
  - e. All other pertinent information for all items to be furnished; product data to show compliance of all couplings, supports, fittings, coatings and related items.
- I. The Contractor shall submit anticipated production and delivery schedule.
- J. The Contractor shall submit lists of all pipe and fittings in each shipment received. These lists shall give the identifying number, class, size and description of each item received and where stored.
- K. Prior to shipment of pipe, the Contractor shall submit a certified affidavit of compliance from the manufacturer stating that the pipe, fittings, gaskets, linings and exterior coatings for this project have been manufactured and tested in accordance with AWWA and ASTM standards and requirements specified herein.
- L. The Contractor shall submit data sufficiently early to permit consideration and approval before materials are necessary for incorporation in the Work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of a claim against the Louisville Water Company or the LWC Project Manager. The contractor shall anticipate a minimum three weeks review time for all documents submitted from the day of submittal of each document. All revisions requested by the LWC Project Manager require resubmittal and a new review period and will be handled in the same manner as the first submittal.
- M. The review of shop drawings, data and samples will be for general conformance with the design concept and Contract Documents. They shall not be construed as permitting any departure from the Contract requirements; as relieving the Contractor of responsibility for any errors, including details, dimensions, and

materials; as approving departures from details furnished by the LWC Project Manager, except as otherwise provided herein.

- N. If the shop drawings, data or samples as submitted describe variations and show a departure from the Contract requirements which LWC Project Manager finds to be in the interest of the Louisville Water Company and to be so minor as not to involve a change in Contract Price or Contract Time, the LWC Project Manager may return the reviewed drawings without noting an exception.
- O. When requested by the LWC Project Manager, the Contractor shall submit sworn copies of manufacturer's shop tests (or reports from independent testing laboratories) relative to materials and equipment performance ratings.
- P. After review of the samples, data and test reports, the materials and equipment used on the Work shall in all respects conform therewith.

### **PIPELINE - QUALITY ASSURANCE**

- A. The entire ductile iron pipe shall be supplied by a single manufacturer rather than have selection and supply of these items by a number of different manufacturers. The entire Prestressed Concrete Cylinder Pipe shall be supplied by a single manufacturer rather than have selection and supply of these items by a number of different manufacturers. All of the fittings shall be supplied by a single manufacturer rather than have selection and supply of these items by a number of different manufacturers. All connections between the pipe and fittings shall be compatible.
- B. Each length of ductile iron pipe supplied for the project shall be hydrostatically tested at the point of manufacture to 500 psi for a duration of 10 seconds per AWWA C151. Testing may be performed prior to machining bell and spigot. Failure of ductile iron pipe shall be defined as any leak or rupture of the pipe wall. Certified test results shall be furnished in duplicate to the Project Manager prior to time of shipment. In addition, each pipe of 30" and larger size shall be tested to 75% of its design yield strength, recorded and certified.
- C. All ductile-iron pipe and fittings to be installed under this project shall be inspected and tested at the foundry as required by the standard specifications to which the material is manufactured. Furnish to the Project Manager sworn certificates of such tests and their results at least 5 days prior to the shipment of the goods.
- D. Inspection of the pipe and fittings will also be made by the representative of the Louisville Water Company after delivery. The pipe shall be subject to rejection at any time on account of failure to meet any of the Specification requirements even though pipe may have been accepted as satisfactory at the place of manufacture. Pipe rejected after delivery (including defects from manufacturing or

- delivery/transport) shall be marked for identification and shall immediately be removed from the job at the Contractors expense.
- E. All pipe and fittings to be installed under this Contract may be inspected at the plant for compliance with this Section by an independent testing laboratory selected by the Louisville Water Company at the Louisville Water Company's expense.
- F. A manufacturer's representative shall be made available to the Louisville Water Company's representative during the manufacturing, furnishing, transporting, and unloading of the pipe; during installation and testing of the pipe to assist in insuring that the pipe is properly fabricated, transported, unloaded, stored in the field, joined and tested. Manufacturer's responsibilities relate only to the proper care and treatment of the pipe during these procedures and not the techniques or procedures used during installation and testing. The designated factory representative shall be made available at any time the Louisville Water Company may request. The field or site representative shall be made available a minimum of 10 working days (time on site) during the project when requested by the Louisville Water Company. The cost for the services of the factory representative, including expenses, shall be considered incidental to the project and will not be paid separately.
- G. Ductile iron pipe and fittings shall be manufactured by an LWC pre-qualified vendor. The vendor shall be a member of the Ductile Iron Pipe Research Association (DIPRA). Prequalified LWC DIP vendors include U.S. Pipe and Foundry, American Cast Iron Pipe Company, Griffin Pipe Co., and the McWane Company or approved equal.
- H. Manufacturer experience shall include the successful fabrication (followed by installation, acceptance and service) to the referenced standards of at least 10,000 lineal feet of the largest specified diameter or larger pipe with similar linings/coatings within the past 5 years.
- I. Manufacturer experience shall include the successful fabrication (followed by installation, acceptance and service) to the referenced standards of at least 50-fittings of the largest specified diameter or larger with similar lining/coatings within the past 5 years.
- J. All pipe and fittings shall be marked in accordance with all applicable AWWA standards. Legibly and permanently mark all pipe, fittings, specials and appurtenances to be consistent with the laying schedule and marking drawings with the following information:
- a. Manufacturer' name, trademark or identification number.
  - b. Date of manufacture.

- c. Size, type, class, and wall thickness.
- d. AWWA Standard(s) produced to.
- e. Each pipe shall be identified with sequential numbering consistent with the laying schedule and marking drawings and each marked pipe will appear on the marking drawings in the identified location for installation.
- f. Special fittings, bends, and appurtenances requiring specific orientation will be appropriately marked with the words "TOP" in the correct position and in a consistent location.

### **PIPELINE - DELIVERY, STORAGE AND HANDLING**

- A. Care shall be taken in loading, transporting, and unloading to prevent injury to the pipe, pipe linings and pipe coatings. See the referenced AWWA Standards for more detailed Shipping, handling and storage procedures. The pipe ends shall be enclosed during transportation to prevent vehicular exhaust or debris from entering the pipe. All pipe and fittings shall be examined by the contractor and the LWC Inspector. Any damage to linings or coatings discovered during the examination shall be repaired to the satisfaction of the Project Manager at the cost of the Contractor, before proceeding with the work.
- B. Pipe shall be transported to the job site on padded bunks or oak timbers and secured with steel banding or nylon tie down straps to adequately protect the pipe and coating. Slings, hooks, pipe tongs or other devices acceptable to the Project Manager shall be used in pipe handling. No uncushioned ropes, chairs, wedges, cables, forks, or levers shall be used in handling finished pipe, fittings or couplings. No forks shall be inserted into the pipe ends. Under no circumstances shall the pipe or fittings be dropped or skidded against each other. Care shall be taken to preventing marring the pipe coating. Padded wooden pipe cradles, or chocks suitable for the protection of coatings shall be used between finished pipes and beneath them when pipes are placed upon rough surfaces. Pipe shall not be stored on bare ground unless soft sand berms are used to support the pipe and is approved by the Project Manager.
- C. Materials, if stored, shall be kept safe from damage. The interior of all pipes, fittings and other appurtenances shall be kept free from dirt, excessive corrosion or foreign matter at all times.
- D. Stored pipe and fittings shall be stored on pallets, skids, sand berms, sand bags, wood cradles, or other suitable materials so that coating will not be damaged. The pipe and fittings shall not be rolled, pushed, or slid into place and shall be secured to prevent accidental rolling. No water or earth shall enter the pipe and fittings. Pipe and fittings shall not be stored directly on the ground.

- E. Pipe shall not be stacked higher than the limits recommended by its manufacturer. The bottom tier shall be kept off the ground on timbers, rails, or concrete. Stacking shall conform to manufacturer's recommendations and/or AWWA standards.
- F. Gaskets for mechanical and push-on joints to be stored shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis.
- G. Lined and/or coated pipe shall be suitably protected from exposure and heating of the sun at all times following procedures recommended by the coating/lining system manufacturer. Exposure will not be allowed (except for short periods such as installation, assembly and repairs).
- H. No metal tools or heavy objects shall be permitted to come in contact unnecessarily with the finished coating. Workers will be permitted to walk upon the coated pipe only when necessary, in which case they shall wear footwear with rubber or composition soles and heels that are sufficiently free of dirt and mud that coating remains undamaged.
- I. It shall be the responsibility of the Contractor to prevent damage to the linings and coatings that might be caused by handling and/or onsite storage of the finished pipe at low temperatures (due to embrittlement), high temperatures or direct sunlight.

### **PIPELINE – DUCTILE IRON MATERIALS**

- A. Ductile iron pipe shall conform to AWWA C151. Pipe shall be supplied in standard lengths.
- B. Thickness design shall be per AWWA C150 and provide minimum Pressure Class 350 for all water mains.
- C. Ductile iron pipe shall conform to the latest specifications as adopted by American National Standards Institute, Inc., (ANSI) and American Water Works Association (AWWA). Specifically, ductile iron pipe shall conform to ANSI/AWWA C151/A21.51.
- D. The pipe shall be coated outside with a bituminous coating in accordance with ANSI/AWWA C151/A21.51. The pipe interior shall be lined with cement mortar and seal coated in compliance with the latest revision of ANSI/AWWA C104/A21.4.
- E. The pipe shall be encased in a double layer of polyethylene as shown on the Drawings and specified herein.

### **PIPELINE – DUCTILE IRON MATERIALS - RESTRAINED JOINTS**

- A. The pipe manufacturer shall comply with the restrained joint system indicated on the drawings. Any deviations from the plans require prior Project Manager approval and the proposed drawing and calculations stamped by a licensed Professional Engineer must be submitted to LWC in advance.
- B. Pipe joints shall be proprietary designs using a factory welded retainer ring on the spigot. The following manufacturers' products are approved: American Lok Ring, American Flex Ring (for pipe diameter 48-inch and less), Griffin Snap Lok, Griffin Bolt Lok, and U.S. Pipe TR Flex.
- C. Thrust blocks shall be used at fittings, bends, etc per the size and detail provided on the drawings. Thrust blocks shall also be used on fittings in the restrained joint sections. The restrained pipe is NOT a replacement for thrust blocks.
- D. Non-friction style restraints are required at all fittings, bends, tees, etc. for all pipe sizes.
- E. Restrained joints shall be boltless push-on type. Boltless restrained joints shall be either U.S. Pipe & Foundry "TR Flex", American Ductile Iron Pipe "Flex-Ring", or equal. Restrained joint pipe shall be furnished with a factory welded retaining ring.
- F. All valves 16 inches and larger shall be restrained with ACIPCO style couple joint glands or approved equal. The use of friction type restrained joints such as Gripper Glands will be allowed for valves 12 inches and smaller.

### **PIPELINE – DUCTILE IRON END TREATMENTS/JOINTS**

- A. All ductile iron pipe/fitting joints shall be push-on rubber gasket type restrained, except where flanged joints are required as shown on the drawings. Restrained joints shall be push on rubber gasket, locking ring type restrained joints per the manufacturer' standard, except where flange joints are shown on the Drawings. All gasket materials shall comply with Table 5-1 of AWWA M-41. Rubber-gasket joints shall conform to AWWA C111 and suitable for chlorinated and chloraminated water. Gasket shall be of styrene butadiene rubber (SBR).
- B. Restraint for push on joint pipe shall be boltless positive locking "Locked-type" joints manufactured by the pipe and fitting manufacturer that utilize restraint independent of the joint gasket. All restrained joints shall be suitable for the specified 300 PSIG test pressure. Joints shall be fabricated of heavy section ductile iron casting. Restrained push on joints shall be by one of the following or an approved equal: "TR Flex" by US Pipe and Foundry, "Lok-Ring", "Flex Ring" (positive locking style)" by the American Cast Iron Pipe Company, "Snap Lok" by Griffin Pipe Products Company, or "Superlok" by McWane Inc.

- C. The minimum number of restrained joints required for resisting forces at fittings and changes in direction of the pipe shall be determined from the length of restrained pipe on each side of the fittings and changes in direction necessary to develop adequate resisting friction with the soil. The required lengths of restrained joints shall be as shown on the Drawings.
- D. Restrained pipe joints that achieve restraint by incorporating cut out sections in the wall of the pipe shall have a minimum wall thickness at the point of the cut out that corresponds with the minimum specified wall thickness for the rest of the pipe.
- E. Threaded ductile iron flanges for ductile iron pipe shall be fabricated per AWWA C115 and sealed during installation with a special high pressure, full face gasket per AWWA C111. At the pipe manufacturer's option, the use of 250 lb pattern flanges, which are faced and drilled in accordance with ANSI B16.1 may be substituted in order to match valves or other equipment and/or to meet the required working pressure requirements. All flanges shall be rated for the same pressure as the adjacent pipe in all cases. Compatibility of the flanges with the 250 lb class and higher special class AWWA valves shall be guaranteed by the Contractor.
- F. Flanges shall be pre drilled and then faced after being screwed onto the pipe, with flanges true to 90 degrees of the pipe axis and shall be flush with the end of the pipe.
- G. Gaskets shall be full face rubber, 1/8" thick SBR material. Such as American Torseal Gasket, or approved equal.
- H. Flanged joints shall be supplied with bolts and nuts on one end, bolt studs with a nut at each end, or studs with nuts on one end where the flange is tapped. The number and size of bolts shall comply with the same standard as the flange. Bolts and nuts shall, except as otherwise specified or noted in the Specifications or on the Drawings, comply with ASTM A193, grade B7.
- I. Blind flanges shall mate with regular flanges.
- J. Filler flanges and beveled flange fillers shall be furnished faced and drilled complete with extra length bolts.

#### **PIPELINE – DUCTILE IRON COUPLINGS AND ADAPTERS**

- A. Sleeve type couplings shall be Dresser Style 38, 138 or equal.
- B. Buried sleeve-type couplings shall have a protective wrapping of "Denso" material by DENSO Inc. of Texas or equal. Where "Denso" material is used, the joint shall be packed up with "Densyl mastic" to give an even contour for wrapping with

"Densopol" tape. A 1.5 mm thick coating of "Denso" paste shall be applied following by 100 mm or more wide "Densopol" tape wound spirally round the joint with at least 50 percent overlap.

- C. Split Sleeve type flexible couplings shall be Victaulic Depend-O-Lok Style or F x F (self-restrained) or equal.
- D. Grooved flexible joints for ductile iron pipe sizes 36-in and smaller must be in accordance with AWWA C606 and shall be Victaulic Style 31 or equal.
- E. Shouldered flexible joints for ductile iron pipe larger than 36-in shall be Victaulic Style 44 or equal.
- F. Flange coupling adapter used inside vaults shall be EBAA Iron Series 2100 Megaflange, or approved equal.

#### **PIPELINE – DUCTILE IRON FITTINGS**

- A. Pipe fittings shall be ductile iron with pressure rating equal to the pipe class. Fittings shall meet the requirements of ANSI/AWWA C110/A21.0 or AWWA C153 as applicable. Fittings shall have the same pressure rating, as a minimum, of the connecting pipe. Fittings shall be provided with boltless restrained joints that match the pipe.
- B. Closures shall be made with mechanical joint ductile iron solid sleeves unless alternate approved coupling systems are used and shall be located in straight runs of pipe at minimum cover outside the limits of restrained joint sections. Location of closures shall be subject to approval of the Project Manager.

#### **PIPELINE – DUCTILE IRON INTERIOR LINING**

- A. Ductile iron pipe and fittings shall have the same type of lining as specified herein.
- B. Ductile iron pipe and fittings shall have a cement mortar lining in accordance with AWWA C104 standard thickness. The cement shall be Type I or II per ASTM C150.
- C. At the option of the supplier, fittings may be lined in accordance with AWWA C550. Lining shall be NSF 61 certified.

#### **PIPELINE – DUCTILE IRON EXTERIOR COATING**

- A. Buried pipe shall be installed with a bituminous coating in accordance with AWWA C151 and C110 respectively.

- B. Pipe and fittings located within vaults and housings shall be furnished with an exterior prime coat comparable to MCU Universal Primer.
- C. Buried pipe shall be installed with blue double polyethylene encasement. Polyethylene encasement shall have a minimum thickness of 8 mils and meet or exceed the minimum standards established by AWWA C105, current edition. Acceptable manufacturers include Fulton or approved equal.
- D. Polyethylene encasement shall meet minimum size requirements per TABLE 3 of section 2.15 of DIPRA's Installation Guide For Ductile Iron Pipe.
- E. Test results from an independent testing agency certifying that the polyethylene encasement meets all criteria established by AWWA C105, current edition, shall be submitted to the Project Manager prior to approval of the polyethylene encasement for use. In general, samples shall be submitted and include test results in accordance with the AWWA standard associated with tensile strength, elongation, dielectric strength, impact resistance, and propagation tear resistance.
- F. A 2-inch wide plastic adhesive tape, such as Calpico Vinyl, Polyken 900, or approved equal, shall be used for sealing seams, cuts, or tears in polyethylene encasement. Duct tape shall not be allowed.
- G. A fabric type or padded sling shall be used when handling polyethylene encased pipe to prevent damage to the polyethylene encasement.
- H. Extreme care shall be taken to ensure that all rips or tears in the polyethylene encasement are properly repaired with additional tape and film as described in ANSI/AWWA C105/A21.5
- I. Extreme care shall be taken when backfilling to avoid damaging the polyethylene encasement
- J. Marking requirements for polywrap are as outlined in AWWA C105-05. Polywrap without correct markings will be rejected.
- K. Polyethylene adhesive tape must be compatible with polyethylene wrap and must not be less than 5 mil thick.
- L. Polyethylene encasement shall be the COLOR BLUE. Other colors will be rejected.
- M. Contractor shall provide certificate of compliance for Polywrap.

## **PIPELINE – INSTALLING DUCTILE IRON PIPE AND FITTINGS**

- A. Care shall be taken in loading, transporting and unloading to prevent injury to the pipe, lining or coatings. Pipe and fittings shall not be dropped or skidded against each other. Slings, hooks or pipe tongs shall be used for pipe handling. All pipe and fittings shall be examined before laying and no piece shall be installed which is found to be defective. Any damage to the pipe, lining or coatings shall be repaired per manufacturer's recommendations. Handling and laying of pipe and fittings shall be in accordance with manufacturer's instruction and as specified herein.
- B. If any defective pipe is discovered after it has been laid, it shall be removed and replaced with a sound pipe in a satisfactory manner. All pipe and fittings shall be thoroughly cleaned before laying, shall be kept clean until they are used in the work and when installed or laid, shall conform to the lines and grades required.
- C. Materials, if stored, shall be kept safe from damage. The interior of all pipes, fittings and other appurtenances shall be kept free from dirt, excessive corrosion or foreign matter at all times.
- D. Pipe shall not be stacked higher than the limits recommended by its manufacturer. The bottom tier shall be kept off the ground on timbers, rails, or concrete. Stacking shall conform to manufacturer's recommendations and/or AWWA C600.
- E. Gaskets for mechanical and push-on joints to be stored shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis.
- F. Ductile iron pipe and fittings shall be installed in accordance with requirements of the laying schedule and AWWA C600, except as otherwise specified herein. A firm, even bearing throughout the length of the pipe shall be provided by digging bell holes at each joint and by tamping backfill materials at the side of the pipe to the springline per details shown on the Drawings. Blocking will not be permitted. If any defective pipe or fitting is discovered after it has been laid, it shall be removed and replaced with a sound pipe or fitting in a satisfactory manner by the Contractor, at his/her own expense.
- G. All pipe and fittings shall be kept clean until they are used in the work and shall be sound and thoroughly cleaned before laying. When laid, the pipe and fittings shall perform to the lines and grades required. When laying is not in progress, including lunch breaks, open ends of the pipe shall be closed by a watertight plug or other approved means. Sufficient backfill shall be placed to prevent flotation.
- H. All ductile iron pipe laid underground shall have a minimum of 4.0 feet of cover unless otherwise shown on the Drawings or as specified herein. Pipe shall be laid such that the invert elevations shown on the Drawings are not exceeded.

- I. Fittings, in addition to those shown on the Drawings shall be provided, where required, in crossing utilities which may be encountered upon opening the trench. Solid sleeve closures shall be installed at locations approved by the Project Manager.
- J. The pipe interior shall be maintained dry and broom clean throughout the construction period.
- K. When field cutting the pipe is required, the cutting shall be done by machine, leaving a smooth cut at right angles to the axis of the pipe. The end of the cut pipe shall be beveled to conform to the manufacture's recommendations for the spigot end. Any coating removed from the cut end shall be repaired according to manufacturer's recommendation subject to the approval of the LWC project manager. Cement lining shall be undamaged. Cutting of restrained joint pipe will not be allowed, unless approved at specific joints in conjunction with the use of restrainer glands by EBAA Iron or field adaptable restrained joints. Where field cuts are permitted, the pipe to be cut shall be supplied by the factory as "gauged full length". Should full length gauged pipe be unavailable, the pipe to be cut shall be field gauged at the location of the new spigot using a measuring tape, or other means approved by the manufacturer, to verify that the diameter is within the tolerances permitted in Table 1 of AWWA C151.
- L. The deflection at joints shall not exceed 75% of the maximum deflection recommended by the manufacturer or 2.5 degrees whichever is less.
- M. Push-on joints shall be made in strict accordance with manufacturer's instructions, AWWA C600 and Appendix B of AWWA C111. If there is conflict, the manufacturer's instructions shall take precedence. Pipe shall be laid with bell ends looking ahead. A rubber gasket shall be inserted in the groove of the bell end of the pipe. The joint surfaces shall be cleaned and lubricated and the plain end of the pipe shall be aligned with the bell of the pipe to which it is to be joined and pushed home. After joining the pipe, a metal feeler shall be used to make certain that the rubber gasket is properly seated. The surfaces with which the rubber gasket comes in contact shall be thoroughly cleaned just prior to assembly. The gasket shall then be inserted into the groove in the bell. Before starting joint assembly, a liberal coating of special lubricant shall be applied to the gasket and the spigot end. With the spigot end centered in the bell, the spigot end is pushed home.
- N. Mechanical joints shall be assembled in strict accordance with the manufacturer's instructions, AWWA C600 and Appendix A of AWWA C111. If there is conflict, the manufacturer's instructions shall take precedence. Pipe shall be laid with bell ends looking ahead. To assemble the joints in the field, thoroughly clean and lubricate the joint surfaces and rubber gasket. Bolts shall be tightened to the specified torques. Under no condition shall extension wrenches or pipe over handle of ordinary ratchet wrench be used to secure greater leverage. After installation,

apply a bitumastic coating to bolts and nuts and install polyethylene encasement as specified.

- O. All components shall be cleaned and lubricated with soapy water prior to assembly. Slip the follower gland and gasket over the pipe plain end making sure the small side of the gasket and lip of the gland face the bell socket. Insert the plain end into socket. Push gasket into position with fingers, gasket should be evenly seated. Slide gland into position, insert bolts and tighten by hand. Bolts are then tightened alternately (across from one another) to the following normal torques:

Bolt Size	Torque Range (Foot-Pounds)
0.50"	40 - 60
0.75"	60 - 90
1"	70 - 100
1.25"	90 - 120

- P. Bolts in mechanical or restrained joints shall be tightened alternately and evenly. All restrained mechanical joints shall be suitable for the specified test pressure.
- Q. Restrained joints shall be installed according to pipe manufacturer's instructions. After installation, the restrained joint pipe shall be extended to prevent extension under pressure and assure the joint is locked.
- R. Flanged joints shall be assembled in strict accordance with the manufacturer's instructions and Appendix C of AWWA C111. If there is conflict, the manufacturer's instructions shall take precedence. Extreme care shall be taken to ensure that there is no restraint on opposite ends of pipe or fitting, which would prevent uniform gasket compression, cause unnecessary stress, bending or torsional strains, or distortion of flanges or flanged fittings. Adjoining push on joints shall not be assembled until flanged joints have been tightened. Flange bolts shall be tightened uniformly to compress the gasket uniformly and obtain a seal. Flange bolts shall be left with approximately 1/2-inch projection beyond the face of the nut after tightening. After installation apply a bitumastic coating to the bolts and nuts as specified.
- S. Sleeve couplings shall only be installed for closure or as shown on the Drawings. Couplings shall not be assembled until adjoining joints have been assembled. After installation. Apply a heavy bitumastic coating to the bolts and nuts and install protective wrap recommended by the manufacturer or as required herein. Care shall be exercised to insure that the insulating properties of insulating and dielectric couplings are maintained.

- T. All blowoffs, outlets, valves, fittings and other appurtenances required shall be set and jointed as indicated on the Drawings in accordance with manufacturer's instructions.

### **PIPELINE – CLEANING**

- A. At the conclusion of pipe laying at the end of each day, thoroughly wet clean all of the daily pipe installed to remove all dirt, stones, mud, smears, wood, or other material which may have entered during the day. The standard of cleaning is that cleaning wash water shall flow clean. Only potable water shall be used for cleaning. Seal off previously cleaned downhill pipe from the section being cleaned.
- B. Any subsequent entry into the cleaned pipe shall be closely controlled so that no debris or dirt is allowed to enter the pipe. After all work on the pipe is concluded and the pipe is ready for pressure testing, the entire pipe shall be completely pressure washed and all wash water removed by pumping. A completely clean pipe is a condition precedent for testing, disinfection, substantial completion, and acceptance. Use confined space entry procedures.

### **PIPELINE INSTALLATION - GENERAL**

- A. Prior to the start of any work at the site (including saw-cutting), the Contractor and LWC Construction Inspector shall review the proposed pipeline alignment with respect to the utility locations marked by KY811, trees, and other existing site improvements.

### **TIE-INS TO EXISTING MAINS**

- A. The Contractor shall install the necessary pipe and fittings for the connections to the existing mains, as shown on the project drawings, and shall make the connections complete, ready-for-use.
- B. All pipe, fittings and materials installed for tie-ins or taps not exposed to pipeline dechlorination shall be disinfected with an adequate chlorine solution.

### **SETTING CAST IRON VALVES AND FITTINGS**

- A. Valves, air valves, blow offs, and drains shall be assembled, and joints made up, both flanged and mechanical joint, as indicated on the project drawings. Valves twelve inches (12") and larger on ductile iron pipe, all valves on PVC (polyvinyl chloride) pipe, and all reducers must be anchored by coated and deformed reinforcing bars wrapped around each end of the valve or reducer, and cast in a cast-in-place concrete anchor block under each valve.

- B. The weight of each valve shall be supported by solid pre-cast concrete bricks. Bricks should not be removed prior to concrete placement. Cast-in-place concrete shall then be poured up to the bottom of the valve. In no instance shall the weight of the valve be supported by the adjacent pipe.
- C. If PVC pipe is used with iron fittings, the weight of each fitting shall be supported by a two feet (2') x two feet (2') width x one foot (1') depth cast-in-place concrete support block; rod anchorage is required at vertical bends which require the placement of the thrust block under the fitting.
- D. The concrete support block shall bear against undisturbed earth, as shall the other above-mentioned types of concrete blocking.
- E. The LWC Project Manager shall have the authority to direct the Contractor to add line valves if they are needed to facilitate the project and/or to keep service outages to an absolute minimum at no additional cost to LWC. In cases where the water main must be put into service as soon as possible, very early strength concrete can be specified by the LWC Project Manager for thrust restraint.

#### **POLYETHYLENE WRAP FOR DUCTILE IRON PIPE AND FITTINGS**

- A. Polyethylene wrap shall be installed in accordance with the current edition of AWWA Standard Specification C105 (ANSI A21.5) for American National Standard for Polyethylene Encasement, unless otherwise specified herein.
- B. Polyethylene wrap shall be furnished by the contractor. The Contractor shall cut the roll in tubes 2 feet (2') longer than the standard length of pipe. Each tube shall be slipped over the length of ductile iron pipe, with centering to allow a one foot overlap on each adjacent pipe section. After the lap is made, slack in the tubing shall be taken up for a snug fit, and the overlay shall be secured with polyethylene tape. Each length of ductile iron pipe shall receive two separate polyethylene wraps as described above.
- C. Ductile iron pipe shall not be wrapped for more than 5 days in advance of placement into the trench. Pipe to be wrapped shall include ductile iron and ductile iron restrained-joint pipe and iron fittings.
- D. Odd shaped appurtenances such as valves, tees, fittings, and other ferrous metal pipeline appurtenances shall be wrapped by using a flat sheet of polyethylene. Wrapping shall be done by placing the sheet under the appurtenances and bringing it up around the item to be wrapped. Seams will be made by bringing the edges together, folding twice, and taping down. Each appurtenance shall receive two separate polyethylene wraps as described above.

- E. Care will be taken when backfilling to prevent damage to the polyethylene wrapping. Sections of wrapping having cuts, tears, punctures, or other damage shall be repaired or replaced.

### **16-INCH AND SMALLER VALVE BOXES**

- A. Standard valve boxes consisting of keytubes, extension pipes, and round tops and lids shall be furnished by the Contractor and installed on all valves 16 inches and smaller by the Contractor. These boxes shall be centered about the operating nuts, shall be vertical, shall be set to grade, shall be placed and maintained in the proper position, and shall be free of dirt or other matter for the duration of the period covered by this contract.
- B. Styrofoam collars or polywrap tape may be placed around each valve box before placement of concrete and in such a manner to allow the valve box to be raised to grade without demolishing the concrete subbase.
- C. Valve extensions shall be placed on gate valves operating nuts to reach not less than two feet (2') or more than three feet (3') of ground elevation. Valve extensions may be welded together to reach the appropriate length. Valve extensions are available at the LWC warehouse.
- D. Cast iron screw type (two (2) piece Buffalo style) valve box, round top, and cover may be required in areas of vehicular traffic per project drawings.
- E. In areas of bituminous pavement, round top shims shall be furnished by the Company and installed by the Contractor under the round tops. The shims shall be installed after the subbase has cured, and before placement of the bituminous pavement.
- F. Round tops and lids on all valves that are to be abandoned shall be removed and returned to the Allmond Avenue warehouse. The keytube shall be filled and surfaces properly.

### **THRUST ANCHORS, COUNTERWEIGHTS, AND RESTRAINED-JOINT HARDWARE**

- A. The Contractor shall install concrete thrust anchors or counterweights (4,000 psi concrete) at all bends (11¼, 22½, 45, and 90 degrees), reducers, tees, offsets, gate valves and plugs to withstand maximum test pressure. The Contractor shall provide all labor and material to construct the thrust anchors, piers, and counterweights, for all fittings, both horizontal and vertical. These concrete thrust anchors shall be minimum dimensions and size as indicated on the thrust anchor schedule shown on the detail sheet in the project drawings.

- B. If field conditions prevent standard concrete thrust anchors placement as shown detailed in project drawings, the LWC Project Manager must approve any modification.
- C. The Company Inspector may require forming (plywood or steel) in order to properly locate and position concrete thrust anchors. Company-supplied restrained-joint hardware is not intended to be used in lieu of concrete thrust anchors and counterweights.
- D. Whenever restrained-joint hardware is used to restrain fittings, the Contractor must also pour a concrete thrust block. In no instances, shall restrained-joint hardware alone be accepted as a permanent thrust restraint.

### **PLACING WATER MAIN IN SERVICE**

- A. After a section of main has been properly installed and valved, the main shall be filled, disinfected, pig cleaned, flushed, and pressure and leakage tested before being placed in service.
- B. The Contractor shall provide adequate personnel to assist the Company Inspector on site for placing the water main in service.
- C. The cleaning pig shall be inserted into the pipeline at the time of installation. Pipe soap shall not be applied directly to cleaning pigs. Pigs shall be supplied by Louisville Water Company.
- D. Disinfection, cleaning, and flushing of the water main must result with subsequent water samples passing all Louisville Water Company water quality tests.

### **FILLING AND DISINFECTION OF THE WATER MAIN**

- A. The main shall be chlorinated prior to beginning the pigging operation and shall be filled from downstream of the pig. Contractors must use Temporary Service Meters for filling mains to account for water usage and backflow prevention.
- B. The main shall be filled with hyperchlorinated water for at least 24-hours prior to the beginning of flushing operations.
- C. When the disinfection method is granular calcium hypochlorite (HTH or equal), the granular calcium hypochlorite (HTH or equal) must be applied into each section of pipe during installation and prior to filling the water main.
- D. When the pipe is filled, air shall be expelled through fire hydrants, air valves, or flushing connections.

- E. All flushing connections, fill connections, and discharge connections shall be installed by the Contractor at locations indicated on the project drawings or as directed by the LWC Project Manager or Company Inspector if a fire hydrant or service connection cannot be utilized.
- F. If not specified to be furnished by the Company, particular components of flushing/discharge hardware shall be furnished by the Contractor.
- G. New or relocated water mains shall be disinfected in accordance with the requirements of the Kentucky Division of Water, Natural Resources and Environmental Cabinet and AWWA Standard C651 upon completion of construction and before being placed in service.
- H. The method to be used to achieve these requirements will be application of chlorine or chlorine compounds (calcium hypochlorite granules - HTH or equal) to each pipe length at the time of installation, or liquid sodium hypochlorite or other LWC Project Manager approved method.
- I. The Contractor shall supply granular calcium hypochlorite or sodium hypochlorite as needed. Granular calcium hypochlorite shall conform to ANSI / AWWA B300 and contain a minimum of 65% per cent available chlorine by weight and be stored in a cool, dry, and dark environment to minimize its deterioration.
- J. Granular calcium hypochlorite must meet NSF /ANSI Standard 60 requirements. Certified Manufacturers are listed on the NSF Product and Service Listings internet site.
- K. Sodium hypochlorite liquid shall conform to ANSI / AWWA B300 and contain a minimum of 15% per cent available chlorine by volume and the storage conditions and time must be controlled to minimize deterioration.
- L. Sodium hypochlorite liquid must meet NSF /ANSI Standard 60 requirements. Certified Manufacturers are listed on the NSF Product and Service Listings internet site.
- M. The Contractor shall equally apply calcium hypochlorite granules (HTH or equal) throughout the entire section of pipeline during the installation or sodium hypochlorite to produce a concentration of at least fifty (50) ppm and a residual of at least twenty-five (25) ppm at the end of 24 hours, to be followed by thorough flushing; this is in compliance with 401 KAR 8:150 "Disinfection and Filtration", Sections 4(1) and 4(2).
- N. The following amounts of calcium hypochlorite granules (HTH or equal) or sodium hypochlorite liquid (@ 12.5 %), per 100 linear feet of pipeline, should produce fifty (50) ppm of chlorine:

Amount of Granular Chlorine (HTH OR EQUAL) or Sodium Hypochlorite per 100 Linear Feet of Pipeline:

Pipe Size	Weight of Granular Chlorine (HTH or equal)	Volume of Granular Chlorine (HTH or equal)	Volume of Sodium Hypochlorite @12.5% solution
4"	0.75 ounce	1/8 cup	0.031 gallons
6"	1.50 ounces	1/4 cup	0.072 gallons
8"	2.75 ounces	3/8 cup	0.126 gallons
12"	6.00 ounces	7/8 cup	0.286 gallons
16"	10.75 ounces	1-1/2 cups	0.501 gallons
20"	16.75 ounces	2-1/2 cups	0.787 gallons

- O. After the disinfection procedure has begun, the Contractor shall tag-out and not operate any valves, including those newly installed, without consent and presence of the LWC Project Manager or Company Inspector.
- P. The Contractor shall perform the chlorination under the complete control of the LWC Project Manager or Company Inspector.

**PIG CLEANING AND FLUSHING THE WATER MAIN**

- A. When beginning the pigging operation, after opening the downstream (outlet) valve, the valve upstream of the pig shall be opened allowing the pig to move at approximately one (1) foot per second (FPS).
- B. Hyperchlorinated water shall be discharged through the end of the pipeline from which the pig shall be removed.
- C. With respect to flushing, the Company's standard operating procedure is as follows. The flushing assembly is to be checked-out from the Company's meter shop by the Contractor with an initial meter reading taken and shall be returned by same after flushing operations have been completed.
- D. The meter/check valve portion of the flushing assembly is not to be installed until after the completion of pigging operations (so as to protect the meter/check valve from internal damage caused by debris). Upon the completion of pigging operations and prior to the start of flushing operations, the meter/check valve is to be installed.

- E. The Contractor is to supply a two inch (2") hose to be used during flushing operations. Upon the completion of flushing operations, a final meter reading will be taken when returned to the Company's meter shop.
- F. No flushing device, blow-off, or air relief valve shall be directly connected to any non-storm sewer, storm sewer, or storm drain, and shall be located at a distance greater than ten (10) feet from any non-storm sewer.  
See Standard Drawing: 1601, 1602, and 1603 in Appendix of Drawings.

### **DISCHARGE OF HYPERCHLORINATED WATER**

- A. Discharge of hyperchlorinated water can be directed to combined or sanitary sewer facilities only after the LWC Project Manager has received approval from the Permit Section Supervisor of the Louisville and Jefferson County Metropolitan Sewer District or jurisdictional sewer agency authority. Flushing outside the Louisville and Jefferson County Metropolitan Sewer District service area shall be in accordance with Kentucky Division of Water requirements.
- B. The Contractor shall provide 72 hours notice to the LWC Project Manager of intended discharge of hyperchlorinated water. In locations where discharge of hyperchlorinated water is restrictive, LWC Project Managers may approve tanker truck transportation for disposal at other sites. If the discharge of hyperchlorinated water can not be to a combined or sanitary sewer, the hyperchlorinated water shall be neutralized to a chlorine concentration of less than 0.019 ppm (mg/L) before discharge to a storm drain or onto the ground surface in a manner which will not violate 401 KAR 5:031 Surface Water Standards.
- C. The Contractor shall be responsible for all chlorinated water disposal (neutralized to acceptable levels per regulations prior to release) and adherence to "LWC Best Management Practice & Procedures on Chlorinated Water Disposal" and 401 KAR 5:031 and 401 KAR 8:020. Contractor disposal methods must have LWC Project Manager approval.
- D. The Company shall furnish all dechlorination hardware necessary for the dechlorination operation. The Contractor will be responsible to furnish hoses and fittings required for the flushing operation.
- E. The LWC Project Manager or Company Inspector shall reserve the right to postpone the dechlorination operation in the event of an anticipated major rain event.
- F. The LWC Project Manager shall reserve the right to dechlorinate water with calcium thiosulfate (Captor), sodium bisulfate, or other approved method supplied by the Company.

**PRESSURE AND LEAKAGE TEST**

- A. Before the hydrostatic test is begun, the Contractor shall: backfill all pipe; provide all temporary and permanent thrust anchor blocking; and install taps for releasing air at all points of highest elevation where no fire hydrant or flushing connection has been installed. All valves within the test area shall be fully open including valves on fire hydrant supply pipes.
- B. It shall be the Contractor's responsibility to locate and repair any and all leaks that may develop.
- C. The water main (ductile iron and PVC) and appurtances shall be discharged of hyperchlorinated water, flushed and filled with potable water prior to performing the pressure and leakage test.
- D. The water main shall then be subject to a hydrostatic pressure of 200 PSI for ductile iron pipe, 200 PSI for PVC DR-14, and 150 PSI for PVC DR-18 or at a pressure specified by the LWC Project Manager at the lowest point along the section being tested for a period of two (2) hours with the test pressure not dropping more than 5 PSI during the test. At elevated sections of the pipeline the minimum test pressure shall be 75% of the hydrostatic test pressure.
- E. In conjunction with the hydrostatic test, a leakage test shall be conducted at the same pressure and for the same period of time.
- F. The Contractor may furnish a test pump if approved by the Company Inspector. The test pump must be equipped with a quick-connect coupling to allow the connection of the Company Inspector's pressure gauge.
- G. The leakage allowed will be as given by the following table. All of this
- H. testing shall be accomplished in the presence of the LWC Project Manager or Company Inspector.
- I. Allowable Leakage per 1000 feet of Ductile Iron or PVC Pipeline in gallons/hour. (Average Test Pressure @ 200 PSI for Ductile Iron and PVC DR-14 or 150 PSI for PVC DR-18)

Pipe Diameter(inches)	4"	6"	8"	12"	16"	20"
D.I. or PVC - DR14 Leakage @ 200 PSI (gallon/hour)	0.38	0.57	0.76	1.15	1.53	1.91
PVC – DR 18 Leakage @ 150 PSI (gallon/hour)	0.33	0.50	0.66	0.99	1.32	1.66

- J. All pipe, fittings, and other materials found to be defective under test shall be removed and replaced. These tests shall be repeated until satisfactory to the LWC Project Manager and Company Inspector. All visible leaks shall be repaired regardless of the amount of leakage.
- K. The required testing apparatus, consisting of a gasoline motor driven pump, valves, pressure gauge, meter, test pump hose, and connections, shall be picked up and returned to the Company yard, the day the test is to be run.
- L. The Contractor shall be responsible for all phases of testing the water main.

### **COLIFORM MONITORING**

- A. The water main shall be placed in service only after coliform monitoring (sampling and analysis) applicable to the line does not show the presence of coliform. If coliform is detected, repeat flushing of the line and coliform monitoring. If coliform is still detected, repeat disinfection and flushing as if the line has never been disinfected. Continue the described process until monitoring does not show the presence of coliform. The presence or absence of total coliform monitored by sampling and analysis as needed shall be determined for new, cleaned, repaired or relocated water line(s).
- B. Water samples shall be taken within 1200 feet of each connection point to existing lines, at one (1) mile intervals, and at dead ends without omitting any branch of the new, cleaned, repaired or relocated water line(s).
- C. Sample bottles shall be clearly identified with a unique project identification note and delivered to the LWC Water Quality Laboratory. The test results will be submitted to the cabinet (KDOW) on a monthly basis, no later than the 10th day of the following month. These results will include chlorine residual and total coliform negative results.

### **CONCRETE MATERIALS AND CONSTRUCTION METHODS** **(PORTLAND CEMENT CONCRETE)**

- A. All concrete used on this project and as shown on the project drawings shall have a 28-day minimum compression strength of 4,000 pounds per square inch (psi). The proportions and construction requirements for the concrete shall be as listed in the Kentucky Transportation Cabinet Department of Highways (KTCDOH) Standard Specifications for Road and Bridge Construction (latest edition). See Standard Drawings: 4000, 4100 and 4400 in Appendix of Drawings

### **SITE CLEAN UP**

- A. Surplus pipeline materials, equipment, tools, and temporary structures shall be removed by the Contractor, and all dirt, rubbish and excess earth from excavations shall be hauled and disposed by the Contractor, all in a manner satisfactory to the Company.
- B. The Contractor shall leave the site in presentable shape at least comparable with the condition in which it was before the construction began and in compliance with all restoration provisions of this specification.

### **REFERENCE STANDARDS**

- A. The following standards shall apply. The revision in effect at the time of bid opening shall apply.
- B. American Society for Testing and Materials (ASTM)
  - a. ASTM A139 "Electric-Fusion (ARC) Welded Steel Pipe (NPS 4 and over)
  - b. ASTM A193 - Standard Specification for Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service.
  - c. ASTM A194 - Standard Specification for Carbon and Alloy Steel Nuts for Bolts for High-Pressure and High-Temperature Service.
  - d. ASTM A242 – Standard Specification for High-Strength Low-Allow Structural Steel
  - e. ASTM A307 – Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
  - f. ASTM C497 – Standard Test Methods for Concrete Pipe, Manhole Sections or Tile
  - g. ASTM A648 – Standard Specification for Steel Wire, Hard Drawn for Prestressing Concrete Pipe
  - h. ASTM A674 – Standard Practice for Polyethylene Encasement for Ductile Iron Pipe for Water or Other Liquids.
  - i. ASTM C33 – Standard Specification for Concrete Aggregates
  - j. ASTM C150 Standard Specification for Portland Cement.
- C. American Water Works Association (AWWA)

- a. AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
  - b. AWWA C105 - Polyethylene Encasement for Ductile-Iron Pipe Systems.
  - c. AWWA C110 - Ductile-Iron and Gray-Iron Fittings, 3 in through 48 in (75mm through 1219mm) for Water.
  - d. AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
  - e. AWWA C150 - Thickness Design of Ductile-Iron Pipe.
  - f. AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast, for Water.
  - g. AWWA C115 – Flanged Ductile Iron Pipe with Ductile Iron or Grey Iron Threaded Flanges.
  - h. AWWA C116 – Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior surfaces of Ductile Iron and Grey Iron Fittings for Water Supply Service.
  - i. AWWA C153 - Ductile- Iron Compact Fittings, 3-in through 24-in and 54-in through 64-in, for Water.
  - j. AWWA C301 – Prestressed Concrete Pressure Pipe, Steel-Cylinder Type
  - k. AWWA C304 – Design of Prestressed Concrete Cylinder Pipe
  - l. AWWA C550 – Protective Interior Coatings for Valves and Hydrants
  - m. AWWA C600 - Installation of Ductile-Iron Water Mains and Their Appurtenances.
  - n. AWWA C606 - Grooved and Shouldered Joints.
  - o. AWWA C651 Disinfecting Water Mains.
  - p. AWWA M9 – Concrete Pressure Pipe
  - q. AWWA M41 – Ductile Iron Pipe and Fittings Manual of Water Supply Practices
- D. National Sanitation Foundation (NSF)
- a. NSF 60 – Drinking Water Treatment Chemicals – Health Effects

- b. NSF 61 – Drinking Water System Components Health Effects.
- E. American Association of State Highway and Transportation Officials (AASHTO)
- F. American Iron and Steel Institute (AISI)

**PART II**  
**SPECIFICATIONS AND STANDARD DRAWINGS**

### **SPECIFICATIONS REFERENCE**

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2019* and *Standard Drawings, Edition of 2016*.

## **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.

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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 May 1, 2012

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**ATTACHMENTS**

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

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 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.

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (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).

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

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.

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.

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). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal 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).

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

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.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the 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.

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, 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 who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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

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

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring 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, national origin, age or disability. The following procedures shall be followed:

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with 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. 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, 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, 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

**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 \$10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. 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, 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.

## 2. Withholding

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

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

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

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

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

**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.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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.

**9. Disputes concerning labor standards.** 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 he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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 watchmen 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.

**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. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 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.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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" 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:

(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.

2. 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. 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.

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

## 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 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.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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 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 1, 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**

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

**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.

**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.

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.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.

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.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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.

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**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) 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;
- (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; 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.

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

**2. Instructions for Certification - Lower Tier 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)

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 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 grantee or subgrantee 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 grantee or subgrantee 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.

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.

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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

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

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

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

\* \* \* \* \*

**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 20).

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting 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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

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, 3 Fountain Place, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: January 27, 2017

"General Decision Number: KY20200038 01/03/2020

Superseded General Decision Number: KY20190038

State: Kentucky

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on



BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 27.81	13.01

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BRKY0007-004 06/01/2017

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

	Rates	Fringes
BRICKLAYER.....	\$ 32.98	19.02

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BRKY0017-004 06/01/2017

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

	Rates	Fringes
BRICKLAYER.....	\$ 26.47	12.76

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CARP0064-001 05/01/2015

	Rates	Fringes
CARPENTER.....	\$ 27.50	16.06
Diver.....	\$ 41.63	16.06
PILEDRIVERMAN.....	\$ 27.75	16.06

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\* ELEC0212-008 06/03/2019

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.18	18.89

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ELEC0212-014 11/26/2018

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication		
Technician.....	\$ 24.35	10.99

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ELEC0317-012 06/01/2019

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen)		
Electrician.....	\$ 34.35	25.70

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ELEC0369-007 05/28/2019

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL,  
CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY,  
JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,  
MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT,  
SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 32.44	17.22

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\* ELEC0575-002 05/27/2019

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 33.75	17.19

ENGI0181-018 07/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 33.30	16.50
GROUP 2.....	\$ 30.44	16.50
GROUP 3.....	\$ 30.89	16.50
GROUP 4.....	\$ 30.12	16.50

OPERATING ENGINEER CLASSIFICATIONS

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

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor;

Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment, including Articulating Dump Trucks; Greaser on Grease Facilities servicing Heavy Equipment

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

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

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

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IRON0044-009 06/01/2019

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,  
BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);  
CARROLL (Eastern third, including the Township of Ghent);  
FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport,

JEFFERSON COUNTY  
BRO 8801(009)

Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);

MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);

NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);

OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);

SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

Rates Fringes

IRONWORKER

Fence Erector.....	\$ 28.00	21.20
Structural.....	\$ 29.47	21.20

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IRON0070-006 06/01/2019

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE, WASHINGTON & WOODFORD

BOURBON (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris);

CARROLL (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville);

CLARK (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte);

OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill);

SCOTT (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stampling Ground & Woodlake);

	Rates	Fringes
IRONWORKER.....	\$ 29.68	22.75

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 IRON0769-007 06/01/2019

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

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 32.00	25.95
ZONE 2.....	\$ 32.40	25.95
ZONE 3.....	\$ 34.00	25.95

ZONE 1 - (no base rate increase) Up to 10 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 2 - (add \$0.40 per hour to base rate) 10 to 50 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 3 - (add \$2.00 per hour to base rate) 50 mile radius & over of Union Hall, 1643 Greenup Ave, Ashland, KY.

LABO0189-003 07/01/2018

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.07	14.21
GROUP 2.....	\$ 23.32	14.21
GROUP 3.....	\$ 23.37	14.21
GROUP 4.....	\$ 23.97	14.21

LABORERS CLASSIFICATIONS

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

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

Georgia Buggy & Wheel Barrow; Power Post Hole Digger;  
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind  
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;  
Vibrator Operator; Wagon Driller

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

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

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LABO0189-008 07/01/2018

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.07	14.21
GROUP 2.....	\$ 23.32	14.21
GROUP 3.....	\$ 23.37	14.21
GROUP 4.....	\$ 23.97	14.21

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement  
Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter  
Tender; Cement Mason Tender; Cleaning of Machines;  
Concrete; Demolition; Dredging; Environmental - Nuclear,  
Radiation, Toxic & Hazardous Waste - Level D; Flagperson;

Grade Checker; Hand Digging & Hand Back Filling; Highway  
Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;  
Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail  
& Fence Installer; Signal Person; Sound Barrier Installer;  
Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;  
Wrecking of Concrete Forms; General Cleanup

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

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

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

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LABO0189-009 07/01/2018

BRECKINRIDGE & GRAYSON COUNTIES

Rates

Fringes

Laborers:

GROUP 1.....	\$ 23.07	14.21
GROUP 2.....	\$ 23.32	14.21
GROUP 3.....	\$ 23.37	14.21
GROUP 4.....	\$ 23.97	14.21

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;

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

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PAIN0012-005 06/11/2005

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

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

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PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender		
and Containment Builder.....\$	20.73	9.06
Brush & Roller.....\$	23.39	9.06
Elevated Tanks;		

Steeplejack Work; Bridge &		
Lead Abatement.....	\$ 24.39	9.06
Sandblasting & Water		
Blasting.....	\$ 24.14	9.06
Spray.....	\$ 23.89	9.06

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 PAIN0118-004 06/01/2018

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 22.00	12.52
Spray, Sandblast, Power		
Tools, Waterblast & Steam		
Cleaning.....	\$ 23.00	12.52

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 PAIN1072-003 12/01/2018

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

	Rates	Fringes
Painters:		
Bridges; Locks; Dams;		
Tension Towers & Energized		
Substations.....	\$ 33.33	18.50
Power Generating Facilities.	\$ 30.09	18.50

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 PLUM0248-003 06/01/2018

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 36.00	20.23

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PLUM0392-007 06/01/2018

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.01	19.67

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PLUM0502-003 08/01/2019

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

	Rates	Fringes
PLUMBER.....	\$ 35.77	20.78

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SUKY2010-160 10/08/2001

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole

Trailer when used to pull building materials and equipment;  
Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

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

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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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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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.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination

\* a Wage and Hour Division letter setting forth a position on a wage determination matter

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

4.) All decisions by the Administrative Review Board are final.  
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END OF GENERAL DECISION

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

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:

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
11.2%	6.9%

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

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

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

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

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

**PART IV**  
**INSURANCE**

Refer to  
*Kentucky Standard Specifications for Road and Bridge Construction,*  
current edition

**PART V**  
**BID ITEMS**

**PROPOSAL BID ITEMS**

Report Date 1/21/20

**Section: 0001 - PAVING**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	384.00	TON		\$	
0020	00069		CRUSHED AGGREGATE SIZE NO 3	724.00	TON		\$	
0030	00214		CL3 ASPH BASE 1.00D PG64-22	668.00	TON		\$	
0040	00356		ASPHALT MATERIAL FOR TACK	.50	TON		\$	
0050	00388		CL3 ASPH SURF 0.38B PG64-22	94.00	TON		\$	
0060	23019EN		ASPHALT MILLING AND TEXTURING	400.00	SQYD		\$	

**Section: 0002 - ROADWAY**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0070	01719		ADJUST INLET	1.00	EACH		\$	
0080	01875		STANDARD HEADER CURB	241.00	LF		\$	
0090	01904		REMOVE CURB	241.00	LF		\$	
0100	02012		BARRICADE-TYPE I	4.00	EACH		\$	
0110	02014		BARRICADE-TYPE III	10.00	EACH		\$	
0120	02230		EMBANKMENT IN PLACE	1,620.00	CUYD		\$	
0130	02231		STRUCTURE GRANULAR BACKFILL	1,265.00	CUYD		\$	
0140	02562		TEMPORARY SIGNS	505.00	SQFT		\$	
0150	02585		EDGE KEY	168.00	LF		\$	
0160	02599		FABRIC-GEOTEXTILE TYPE IV	1,080.00	SQYD		\$	
0170	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0180	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0190	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0200	02701		TEMP SILT FENCE	135.00	LF		\$	
0210	02703		SILT TRAP TYPE A	1.00	EACH		\$	
0220	02704		SILT TRAP TYPE B	1.00	EACH		\$	
0230	02705		SILT TRAP TYPE C	1.00	EACH		\$	
0240	02706		CLEAN SILT TRAP TYPE A	2.00	EACH		\$	
0250	02707		CLEAN SILT TRAP TYPE B	2.00	EACH		\$	
0260	02708		CLEAN SILT TRAP TYPE C	2.00	EACH		\$	
0270	02720		SIDEWALK-4 IN CONCRETE	173.00	SQYD		\$	
0280	02721		REMOVE CONCRETE SIDEWALK	230.00	SQYD		\$	
0290	02726		STAKING	1.00	LS		\$	
0300	02731		REMOVE STRUCTURE	1.00	LS		\$	
0310	05952		TEMP MULCH	40.00	SQYD		\$	
0320	05953		TEMP SEEDING AND PROTECTION	20.00	SQYD		\$	
0330	05963		INITIAL FERTILIZER	.01	TON		\$	
0340	05964		MAINTENANCE FERTILIZER	.01	TON		\$	
0350	05985		SEEDING AND PROTECTION	40.00	SQYD		\$	
0360	05990		SODDING	53.00	SQYD		\$	
0370	05992		AGRICULTURAL LIMESTONE	.06	TON		\$	
0380	06514		PAVE STRIPING-PERM PAINT-4 IN	840.00	LF		\$	
0390	06516		PAVE STRIPING-PERM PAINT-8 IN	85.00	LF		\$	
0400	08003		FOUNDATION PREPARATION	1.00	LS		\$	
0410	20071EC		JOINT ADHESIVE	840.00	LF		\$	
0420	20430ED		SAW CUT	400.00	LF		\$	

**PROPOSAL BID ITEMS**

Report Date 1/21/20

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0430	21432NC		CONCRETE FORMLINER	560.00	SQFT		\$	
0440	22861EN		HIGH STRENGTH GEOTEXTILE FABRIC TY V	1,050.00	SQYD		\$	
0450	23158ES505		DETECTABLE WARNINGS	12.00	SQFT		\$	
0460	23398EC		STRUCTURAL SIDEWALK	186.00	SQYD		\$	
0470	24684EN		RAIL SYSTEM TYPE 4	166.00	LF		\$	

**Section: 0003 - DRAINAGE**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0480	00524		STORM SEWER PIPE-24 IN TO BE USED AS NEEDED FOR EXISTING STORM SEWER CONECTIONS LOCATED IN EXISTING EA	40.00	LF		\$	

**Section: 0004 - BRIDGE-CULVERT**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0490	21804EN		3-SIDED CULVERT	96.00	LF		\$	

**Section: 0005 - WATERLINE**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0500	02556		CONCRETE CAP	5.00	CUYD		\$	
0510	14020		W FIRE HYDRANT RELOCATE	1.00	EACH		\$	
0520	14048		W PIPE DCTL IRON RSTRND JOINT 08 IN	35.00	LF		\$	
0530	14050		W PIPE DCTL IRON RSTRND JOINT 12 IN	5.00	LF		\$	
0540	14052		W PIPE DCTL IRON RSTRND JOINT 20 IN	155.00	LF		\$	
0550	14074		W PLUG EXISTING MAIN	1.00	EACH		\$	
0560	14095		W TIE-IN 08 INCH	1.00	EACH		\$	
0570	14099		W TIE-IN 20 INCH	2.00	EACH		\$	
0580	14106		W VALVE 08 INCH	1.00	EACH		\$	
0590	14108		W VALVE 12 INCH	1.00	EACH		\$	
0600	14110		W VALVE 20 INCH (REVISED: 1-21-20)	2.00	EACH		\$	
0610	23341EC		GENERAL CONCRETE	70.00	CUYD		\$	

**Section: 0006 - DEMOBILIZATION &/OR MOBILIZATION**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0620	02569		DEMOBILIZATION	1.00	LS		\$	