



**CALL NO. 102**

**CONTRACT ID. 201013**

**ROWAN COUNTY**

**FED/STATE PROJECT NUMBER STP BRZ 0903 (211)**

**DESCRIPTION LITTLE PERRY ROAD(CR-1025)**

**WORK TYPE GRADE, DRAIN & SURFACE WITH BRIDGE**

**PRIMARY COMPLETION DATE 38 WORKING DAYS**

**LETTING DATE: July 24,2020**

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

**PLANS AVAILABLE FOR THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 4%**

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

## TABLE OF CONTENTS

PART I	<b>SCOPE OF WORK</b> <ul style="list-style-type: none"><li>• PROJECT(S), COMPLETION DATE(S), &amp; LIQUIDATED DAMAGES</li><li>• CONTRACT NOTES</li><li>• FEDERAL CONTRACT NOTES</li><li>• ASPHALT MIXTURE</li><li>• INCIDENTAL SURFACING</li><li>• COMPACTION OPTION B</li><li>• HOLD AWARD</li><li>• SPECIAL NOTE(S) APPLICABLE TO PROJECT</li><li>• TREE REMOVAL</li><li>• BRIDGE DEMOLITION, RENOVATION</li><li>• ASBESTOS ABATEMENT REPORT</li><li>• RIGHT OF WAY NOTES</li><li>• UTILITY IMPACT &amp; RAIL CERTIFICATION NOTES</li><li>• GENERAL UTILITY NOTES</li><li>• WATER STANDARD UTILITY BID ITEMS</li><li>• WATERLINE SPECIFICATIONS</li><li>• DEPT OF ARMY - NATIONWIDE PERMIT</li></ul>
PART II	<b>SPECIFICATIONS AND STANDARD DRAWINGS</b> <ul style="list-style-type: none"><li>• SPECIFICATIONS REFERENCE</li><li>• SUPPLEMENTAL SPECIFICATION</li><li>• [SN-11F] TURF REINFORCEMENT MAT</li><li>• [SP-69] EMBANKMENT AT BRIDGE END BENT STRUCTURES</li></ul>
PART III	<b>EMPLOYMENT, WAGE AND RECORD REQUIREMENTS</b> <ul style="list-style-type: none"><li>• FEDERAL-AID CONSTRUCTION CONTRACTS - FHWA 1273</li><li>• NONDISCRIMINATION OF EMPLOYEES</li><li>• EXECUTIVE BRANCH CODE OF ETHICS</li><li>• PROJECT WAGE RATES LOCALITY 3 / FEDERAL</li><li>• NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO ROWAN</li></ul>
PART IV	<b>INSURANCE</b>
PART V	<b>BID ITEMS</b>

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

## ADMINISTRATIVE DISTRICT - 09

**CONTRACT ID - 201013**

**STP BRZ 0903 (211)**

**COUNTY - ROWAN**

**PCN - DE10310252013**

**STP BRZ 0903 (211)**

LITTLE PERRY ROAD(CR-1025) (MP 0.081) ADDRESS DEFICIENCIES OF BRIDGE ON LITTLE PERRY ROAD OVER TRIPLETT CREEK (MP 0.089), A DISTANCE OF 0.70 MILES.GRADE & DRAIN WITH BRIDGE SYP NO. 09-08914.00.  
GEOGRAPHIC COORDINATES LATITUDE 38:14:29.00 LONGITUDE 83:21:01.00

**COMPLETION DATE(S):**

38 WORKING Days

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 AWARD OF CONTRACT**

In accordance to section 103.02 of the Standard Specifications for Road and Bridge Construction, the Department may hold and not award the contract for a period not to exceed sixty (60) calendar days from the date of letting.

### SPECIAL NOTE FOR CONCRETE SEALING

These Notes or designated portions thereof, apply where so indicated on the plans, proposals or bidding instruction.

**I. DESCRIPTION.** Perform all work in accordance with the Department's 2012 Standard Specifications, and applicable Supplemental Specifications, the attached sketches, and these Notes. Section references are to the Standard Specifications.

This work consists of: (1) Furnish all labor, materials, tools, and equipment; (2) Clean the bridge deck; (3) Seal the bridge deck; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

**II. MATERIALS.**

**A. Sealer.** Use one of the following:

Product	Supplier
Protectosil BHN	Evonik Industries
Protectosil 300	Evonik Industries
TK-590-40 Tri-Silane 40%	TK Products
Certivex Penseal 244 O/W 80	Vexcon
Master Protect H 440 VT <i>(formerly Hydrozo Clear 40 VOC)</i>	BASF
SW-244-100 DOT	Chemical Products Industries, Inc.
TK-590-1 MS Tri-Silane	TK Products

**III. CONSTRUCTION.**

**A. Cleaning the Deck.** Dry clean the deck to remove all loose debris. Remove all visible hydrocarbons from the surface with detergent approved by the manufacturer of the deck sealant. Pressure wash all surfaces to be sealed at 2000 to 3000 psi. Install pressure gauges at each wand to verify pressure. Use 30° fan tip or as recommended by the manufacturer of the deck sealant. Hold pressure washing wand a minimum of 45° from the deck with a maximum stand-off distance of 12 inches.

**B. Sealing the Deck.** Allow new concrete to cure a minimum 28 days prior to application of sealer. Monitor weather conditions prior to sealer application. Refer to manufacturer's recommendations for proper ambient conditions. Do not apply sealer if precipitation is anticipated within the time stated by the manufacturer. Allow the deck to dry 24 hours (after washing or rain event) before sealer application. The deck can be reopened to traffic while drying. Sealer must be applied within 48 hours of washing or the deck must be rewashed. Divide the deck into predefined areas of specific square footage to aid in determining usage. Comply with manufacturer's usage recommendation. Using a low

pressure pump, apply sealer and spread evenly with broom or squeegee; do not allow pooling to remain. When each predefined area is complete, measure the amount of sealer used to verify proper usage. After sealing, follow manufacturer's recommended cure time before opening to traffic.

**C. Inspection:** Monitor all aspects of the project to assure compliance to this specification. Observe and document general conditions during the entirety of the project. Verify that each phase of work has been satisfactorily completed prior to beginning the next phase. Phases are described as follows:

1. Dry cleaning to remove loose debris, verify and document:
  - a. All debris has been removed and disposed of properly.
2. Removal of hydrocarbons, verify and document:
  - a. The manufacturer's recommended detergent is used for removal.
  - b. Hydrocarbons have been satisfactorily removed.
3. Pressure washing, verify and document:
  - a. Washing pressure at the wand.
  - b. Tip size used.
  - c. Wash angle and stand-off distance.
  - d. The deck is satisfactorily cleaned.
4. Sealer application, verify and document:
  - a. Proper cure time for new concrete.
  - b. Deck surface is dry.
    1. Document time since washed.
    2. Was deck opened to traffic after washing?
  - c. Ambient conditions.
    1. Document ambient temperature, surface temperature, relative humidity, and dew point.
  - d. Application and distribution method.
  - e. Coverage to be complete and even.
  - f. Material is not allowed to remain pooled.
  - g. Monitor material usage.
  - h. No traffic until proper cure time is allowed.

#### **IV. MEASUREMENT**

**A. Concrete Sealing.** The Department will measure the quantity per square feet of each area sealed.

#### **V. PAYMENT**

**A. Concrete Sealing.** Payment at the contract unit price per square feet is full compensation for the following: (1) Furnish all labor, materials, tools, and equipment; (2) Clean the bridge deck; (3) Seal the bridge deck; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

***SPECIAL NOTE***

**For Tree Removal**

**Rowan County  
ADDRESS DEFICIENCIES OF BRIDGE ON LITTLE PERRY ROAD  
OVER TRIPLETT CREEK  
Item No. 9-8914**

NO CLEARING OF TREES 5 INCHES OR GREATER (DIAMETER BREAST  
HEIGHT) FROM JUNE 1- JULY 31.

**If there are any questions regarding this note, please contact Danny Peake, Director,  
Division of Environmental Analysis, 200 Mero Street, Frankfort, KY 40601, Phone:  
(502) 564-7250.**

### **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.**

***SPECIAL NOTE***

**KY Division of Air Quality Bridge Demolition Notification**

**Rowan County  
Address Deficiencies of the Bridge on Little Perry Road  
over Triplett Creek  
(103C00007N)**

**Item No. 9-8914.00**

**Please be advised that it will be the responsibility of the selected roadway contractor to submit the 10-Day Notice of Intent for Demolition to the Kentucky Division of Air Quality. The attached Asbestos Inspection Report should accompany the submittal.**

**If there are any questions regarding this note, please contact Director, Division of Environmental Analysis, TCOB, 200 Mero Street, Frankfort, KY 40622, Phone: (502) 564-7250.**



**Matthew G. Bevin**  
Governor

**COMMONWEALTH OF KENTUCKY**  
**TRANSPORTATION CABINET**  
Frankfort, Kentucky 40622  
[www.transportation.ky.gov/](http://www.transportation.ky.gov/)

**Greg Thomas**  
Secretary

## **MEMORANDUM**

**TO:** Karen Mynhier, Environmental Coordinator  
District 9 – Fleming County  
**FROM:** Brittany Stratton, Geologist II  
UST/Hazmat Section  
**DATE:** 12/01/2017  
**SUBJECT:** Asbestos Inspection Report for Rowan County  
Replace Bridge on Little Perry Road over Triplett Creek  
Bridge # 103C00007N  
**Item #** 09-8914

---

**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**

**County:** Rowan  
**Bridge #** 103C00007N  
**Description:** Bridge inspected for asbestos containing materials (ACM's)

### **Results**

No suspect asbestos containing material was detected (ACM)

### **Conclusions**

No abatement is required.



**Brittany Stratton**

*Has met the requirements of 401 KAR 58.005 and is accredited as an:*



Accreditation Number: **117-06-6049**  
Issue Date: **6/20/2017**  
Expiration Date: **6/13/2018**



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

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Re-Certification	<b>RIGHT OF WAY CERTIFICATION</b>	
ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
09-8914.00	Rowan	12FO FD55 103 9264601R	STP BRZ 0903 (211)

**PROJECT DESCRIPTION**  
 ADDRESS DEFICIENCIES OF BRIDGE ON LITTLE PERRY ROAD OVER TRIPLETT CREEK.(16CCN) ROWAN COUNTY CR-1025 From MP 0.081 to MP 0.089

**No Additional Right of Way Required**  
 Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.



**Condition # 1 (Additional Right of Way Required and Cleared)**  
 All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.

**Condition # 2 (Additional Right of Way Required with Exception)**  
 The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract

**Condition # 3 (Additional Right of Way Required with Exception)**  
 The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.

Total Number of Parcels on Project	4	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
<b>Number of Parcels That Have Been Acquired</b>			
Signed Deed	3		
Condemnation	1		
Signed ROE	1		

**Notes/ Comments (Use Additional Sheet if necessary)**

<b>LPA RW Project Manager</b>		<b>Right of Way Supervisor</b>	
Printed Name		Printed Name	James R. Mason
Signature		Signature	 <small>Digitally signed by James R. Mason</small>
Date		Date	<small>Date: 2020.02.10 10:21:00 -05'00'</small>
<b>Right of Way Director</b>		<b>FHWA</b>	
Printed Name		Printed Name	<b>No Signature Required</b>
Signature	 <small>Digitally signed by DM Loy Date: 2020.02.10 10:30:57 -05'00'</small>	Signature	<b>as per FHWA-KYTC Current Stewardship Agreement</b>
Date		Date	

## UTILITIES AND RAIL CERTIFICATION NOTE

**Rowan County**  
**STPBRZ0903211**  
**FD52 103 9264601U**  
**Mile point: 0.081 TO 0.089**  
**ADDRESS DEFICIENCIES OF BRIDGE ON LITTLE PERRY ROAD OVER TRIPLETT CREEK.(16CCN)**  
**ITEM NUMBER: 09-8914.00**

### 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 in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

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

Utility coordination efforts determined that no significant utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.

## UTILITIES AND RAIL CERTIFICATION NOTE

Rowan County  
STPBRZ0903211  
FD52 103 9264601U  
Mile point: 0.081 TO 0.089  
**ADDRESS DEFICIENCIES OF BRIDGE ON LITTLE PERRY ROAD OVER TRIPLETT CREEK.(16CCN)**  
ITEM NUMBER: 09-8914.00

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

Not Applicable

**\*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**

Not Applicable

**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

<p>Rowan County STPBRZ0903211 FD52 103 9264601U Mile point: 0.081 TO 0.089 <b>ADDRESS DEFICIENCIES OF BRIDGE ON LITTLE PERRY ROAD OVER TRIPLETT CREEK.(16CCN)</b> ITEM NUMBER: 09-8914.00</p>
---

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

Rowan Water, Inc. - Water

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

No Rail Involvement     Rail Involved     Rail Adjacent

## UTILITIES AND RAIL CERTIFICATION NOTE

**Rowan County**  
**STPBRZ0903211**  
**FD52 103 9264601U**  
**Mile point: 0.081 TO 0.089**  
**ADDRESS DEFICIENCIES OF BRIDGE ON LITTLE PERRY ROAD OVER TRIPLETT CREEK.(16CCN)**  
**ITEM NUMBER: 09-8914.00**

### AREA FACILITY OWNER CONTACT LIST

<b>Facility Owner</b>	<b>Address</b>	<b>Contact Name</b>	<b>Phone</b>	<b>Email</b>
Rowan Water, Inc. - Water	1765 Christy Creek Rd. Morehead KY 40351	Jerry Patrick	6067849818	rowanwater@windstream.net

Item No. 9-8914.00  
Rowan County

## **GENERAL UTILITY NOTES AND** **INSTRUCTIONS APPLICABLE TO ALL** **UTILITY WORK MADE A PART OF THE** **ROAD CONSTRUCTION CONTRACT**

The contractor should be aware the following utility notes and KYTC Utility Bid Item Descriptions shall supersede, replace and take precedence over any and all conflicting information that may be contained in utility owner supplied specifications contained in the contract, on plans supplied by the utility owner, or any utility owner specifications or information externally referenced in this contract.

Where information may have been omitted from these notes, bid item descriptions, utility owner supplied specifications or plans; the KYTC Standard Specifications for Road and Bridge Construction shall be referenced.

### PROTECTION OF EXISTING UTILITIES

The existing utilities shown on the plans are shown as best known at the time the plans were developed and are to be used as a guide only by the Contractor. The Contractor shall use all means at his disposal to accurately locate all existing utilities, whether shown on the plans or not, prior to excavation. The contractor shall protect these utilities during construction. Any damage to existing utilities during construction that are shown or not shown on the plans shall be repaired at the Contractor's expense.

### PREQUALIFIED UTILITY CONTRACTORS

Some utility owners may require contractors that perform relocation work on their respective facilities as a part of the road contract be prequalified or preapproved by the utility owner. Those utility owners with a prequalification or preapproval requirement are as follows:

***No contractors are required to be prequalified or preapproved by the utility owner(s) to perform utility relocation work under this contract.***

The bidding contractor needs to review the above list and choose from the list of approved subcontractors at the end of these general notes as identified above before bidding. When the list of approved subcontractors is provided, only subcontractors shown on the following list(s) will be allowed to work on that utility as a part of this contract.

When the list of approved subcontractors for the utility work is not provided in these general notes, the utility work can be completed by the prime contractor. If the prime contractor chooses to subcontract the work, the subcontractor shall be prequalified with the KYTC Division of Construction Procurement in the

Item No. 9-8914.00  
Rowan County

work type of “Utilities” (I33). Those who would like to become prequalified may contact the Division of Construction Procurement at (502) 564-3500. Please note: it could take up to 30 calendar days for prequalification to be approved. The prequalification does not have to be approved prior to the bid, but must be approved before the subcontract will be approved by KYTC and the work can be performed.

#### CONTRACT ADMINISTRATION RELATIVE TO UTILITY WORK

All utility work is being performed as a part of a contract administered by KYTC; there is not a direct contract between the utility contractor and utility owner. The KYTC Section Engineer is ultimately responsible for the administration of the road contract and any utility work included in the contract.

#### SUBMITTALS AND CORRESPONDENCE

All submittals and correspondence of any kind relative to utility work included in the road contract shall be directed to the KYTC Section Engineer, a copy of which may also be supplied to the utility owner by the contractor to expedite handling of items like material approvals and shop drawings. All approvals and correspondence generated by the utility owner shall be directed to the KYTC Section Engineer. The KYTC Section Engineer will relay any approvals or correspondence to the utility contractor as appropriate. At no time shall any direct communication between the utility owner and utility contractor without the communication flowing through the KYTC Section Engineer be considered official and binding under the contract.

#### ENGINEER

Where the word “Engineer” appears in any utility owner specifications included in this proposal, utility owner specifications included as a part of this contract by reference or on the utility relocation plans, it shall be understood the “Engineer” is the Kentucky Transportation Cabinet (KYTC) Section Engineer or designated representative and the utility owner engineer or designated representative jointly. Both engineers must mutually agree upon all decisions made with regard to the utility construction. The Transportation Cabinet, Section Engineer shall make all final decisions in all disputes.

Item No. 9-8914.00  
Rowan County

### INSPECTOR OR RESIDENT PROJECT REPRESENTATIVE

Where the word “Inspector” or “Resident Project Representative” appears in the utility specifications included in this proposal, utility owner specifications included as a part of this contract by reference or on the utility relocation plans, it shall be understood the “Inspector” or “Resident Project Representative” is the utility owner inspector and KYTC inspector jointly. The Transportation Cabinet, Section Engineer shall make all final decisions in all disputes.

### NOTICE TO UTILITY OWNERS OF THE START OF WORK

One month before construction is to start on a utility, the utility contractor shall make notice to the KYTC Section Engineer and the utility owner of when work on a utility is anticipated to start. The utility contractor shall again make confirmation notice to the KYTC Section Engineer and the utility owner one week before utility work is to actually start.

### UTILITY SHUTDOWNS

The Contractor shall not shut down any active and in-service mains, utility lines or services for any reason unless specifically given permission to do so by the utility owner. The opening and closing of valves and operating of other active utility facilities for main, utility line or utility service shut downs are to be performed by the utility owner unless specific permission is given to the contractor by the owner to make shutdowns. If and when the utility owner gives the contractor permission to shutdown mains, utility lines or utility services, the contractor shall do so following the rules, procedures and regulations of the utility owner. Any permission given by the utility owner to the contractor to shutdown active and in-service mains, utility lines or services shall be communicated to the KYTC Section Engineer by the utility owner that such permission has been given.

Notice to customers of utility shut downs is sometimes required to be performed by the utility contractor. The contractor may be required; but, is not limited to, making notice to utility customers in a certain minimum amount of time in advance of the shut down and by whatever means of communication specified by the utility owner. The means of communication to the customer may be; but is not limited to, a door hanger, notice by newspaper ad, telephone contact, or any combination of communication methods deemed necessary, customary and appropriate by the utility owner. The contractor should refer to the utility owner specifications for requirements on customer notice.

Any procedure the utility owner may require the contractor to perform by specification or plan note and any expense the contractor may incur to comply with the utility owner’s shut down procedure and notice to customers shall be considered an incidental expense to the utility construction.

CUSTOMER SERVICE AND LATERAL ABANDONMENTS When temporary or permanent abandonment of customer water, gas, or sewer services or laterals are necessary during relocation of utilities included in the contract, the utility contractor shall perform these abandonments as part of the contract as incidental work. No separate payment will be made for service line and lateral abandonments. The contractor shall provide all labor, equipment and materials to accomplish the temporary or permanent abandonment in accordance with the plans, specifications and/or as directed by the engineer. Abandonment may include, but is not limited to, digging down on a water or gas main at the tap to turn off the tap valve



Item No. 9-8914.00  
Rowan County

or corporation stop and/or capping or plugging the tap, digging down on a sewer tap at the main and plugging or capping the tap, digging down on a service line or lateral at a location shown on the plans or agreeable to the engineer and capping or plugging, or performing any other work necessary to abandon the service or lateral to satisfactorily accomplish the final utility relocation.

### STATIONS AND DISTANCES

All stations and distances, when indicated for utility placement in utility relocation plans or specifications, are approximate; therefore, some minor adjustment may have to be made during construction to fit actual field conditions. Any changes in excess of 6 inches of plan location shall be reviewed and approved jointly by the KYTC Section Engineer or designated representative and utility owner engineer or designated representative. Changes in location without prior approval shall be remedied by the contractor at his own expense if the unauthorized change creates an unacceptable conflict or condition.

### RESTORATION

Temporary and permanent restoration of paved or stone areas due to utility construction shall be considered incidental to the utility work. No separate payment will be made for this work. Temporary restoration shall be as directed by the KYTC Section Engineer. Permanent restoration shall be "in-kind" as existing.

Restoration of seed and sod areas will be measured and paid under the appropriate seeding and sodding bid items established in the contract for roadway work.

---

BELOW ARE NOTES FOR WHEN "INST" ITEMS ARE IN THE CONTRACT MEANING THE UTILITY COMPANY IS PROVIDING CERTAIN MATERIALS FOR UTILITY RELOCATION

### MATERIAL

Contrary to Utility Bid Item Descriptions, those bid items that have the text "**Inst**" at the end of the bid item will have the major components of the bid item provided by the utility owner. No direct payment will be made for the major material component(s) supplied by the utility company. All remaining materials required to construct the bid item as detailed in utility bid item descriptions, in utility specifications and utility plans that are made a part of this contract will be supplied by the contractor. The contractor's bid price should reflect the difference in cost due to the provided materials.

The following utility owners have elected to provide the following materials for work under this contract:

***No materials are being supplied by the utility owner(s). All materials are to be supplied by the contractor per bid item descriptions, utility specifications and utility plans.***

### SECURITY OF SUPPLIED MATERIALS

If any utility materials are to be supplied by the utility owner, it will be the responsibility of the utility contractor to secure all utility owner supplied materials after delivery to the project site. The utility

Item No. 9-8914.00  
Rowan County

contractor shall coordinate directly with the utility owner and their suppliers for delivery and security of the supplied materials. Any materials supplied by the utility owner and delivered to the construction site that are subsequently stolen, damaged or vandalized and deemed unusable shall be replaced with like materials at the contractor's expense.

# 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.

# LITTLE PERRY WATER MAIN RELOCATION

## SPECIFICATIONS

FOR

# ROWAN WATER, INC.

July, 2019



222 East Main Street, Ste. 1 • Georgetown, KY 40324

TABLE OF CONTENTS  
ROWAN WATER, INC.  
LITTLE PERRY WATER MAIN RELOCATION

---

**DIVISION 01 – GENERAL REQUIREMENTS**

SECTION 011000 – SUMMARY ..... 1-2  
SECTION 011213 – WORK SEQUENCE..... 1  
SECTION 011400 – GENERAL PROVISIONS..... 1-6  
SECTION 012200 – MEASUREMENT AND PAYMENTS..... 1-6  
SECTION 012500 – PRODUCTS AND SUBSTITUTIONS ..... 1-5  
SECTION 013323 – SHOP DRAWINGS ..... 1-6  
SECTION 016000 – PRODUCT REQUIREMENTS..... 1-3

**DIVISION 31 - EARTHWORK**

SECTION 312316 – EXCAVATION..... 1-2  
SECTION 312317 – ROCK REMOVAL..... 1-3  
SECTION 312333 – TRENCHING AND BACKFILLING..... 1-3

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

SECTION 321216 – ASPHALT FEXIBLE PAVING..... 1-4  
SECTION 321540 – CRUSHED STONE SURFACING..... 1  
SECTION 329200 – TURFS AND GRASSES ..... 1-4

**DIVISION 33 – UTILITIES**

SECTION 330507 – BORING AND JACKING..... 1-4  
SECTION 331413 – WATER DISTRIBUTION PIPING..... 1-21  
SECTION 331419 – VALVES AND HYDRANTS..... 1-5  
SECTION 331900 – METERING EQUIPMENT..... 1-5

**DIVISION 01**

**GENERAL REQUIREMENTS**

011000-1

## SECTION 011000

### SUMMARY

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. This Section includes the following:
  - 1. Work covered by the Contract Documents.
  - 2. Sequence of Operations.
  - 3. Utility Shutdowns
  - 4. Tie-ins and Disconnections
  - 5. Temporary Systems
  - 6. Use of premises.
  - 7. Specification formats and conventions.

##### 1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Contractor shall provide all material, services, labor, tools and equipment, necessary to construct this project. The following is a brief description of the major work items included in the contract:

The work to be completed consists of the installation of approximately 230 LF of 4" PVC pipe and 225 LF of directional drill 6" PE pipe. All of the new water main will be installed within the existing state right of way.

##### 1.03 SEQUENCE OF OPERATIONS

Not used

##### 1.04 UTILITY SHUTDOWNS

- A. One-week advance notice to the Owner is required prior to commencing any work that will require the temporary shutdown of normal tank performance unless of an emergency in nature.
- B. Length of shutdowns on the existing system should be pre-determined before construction by owner, engineer, and contractor.

##### 1.05 TEMPORARY SYSTEM (S)

- A. All temporary water lines and hoses shall be depressurized and all temporary electrical lines and equipment de-energized when not in use and at the end of each workday.

##### 1.06 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Division and Sections using the Master Format 2016 division format.

#### PART 2 - PRODUCTS

Not used



011000-2

**PART 3 - EXECUTION**

Not used

- END OF SECTION -

SUMMARY OF WORK

011213-1

## SECTION 011213

### WORK SEQUENCE

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

The Contractor shall submit to the Engineer for review and acceptance a complete schedule of his proposed sequence of construction operations and payment prior to commencement of work. However, the Engineer shall not accept a construction schedule that fails to utilize the entire time allocated for the construction of the water system extension. This schedule requirement in no way prevents the Contractor from completing the project in a shorter time frame than scheduled. The construction schedule shall be submitted and approved by the Owner prior to the submittal of the first partial payment request. A revised construction schedule shall be submitted with every subsequent partial payment request. This revised schedule must be approved by the Owner prior to payment.

**The new water shall be installed in a contiguous manner. The exiting water main shall not be abandoned until the new water main and reconnection of existing meters have been successfully pressure tested, sterilized and sampled. All services may only be reconnected upon the completion of the water main being successfully sampled.**

##### 1.02 RELATED WORK

A. Section 011000 - Summary of Work.

##### 1.03 ADDITIONAL INFORMATION

Any delays caused by the Contractor shall be at his expense and at no cost to the Owner or Engineer.

- END OF SECTION -

**SECTION 011400**  
**GENERAL PROVISIONS**

**PART 1 - GENERAL**

**1.01 DESIGNATION OF PARTIES**

- A. All references in the Specifications, Contract Documents and Drawings to "Owner" shall mean **Rowan Water, 1765 Christy Creek, Morehead, Kentucky 40351**; all references to "Engineer" shall mean **Bluegrass Engineering, PLLC, 222 East Main Street, Suite 1, Georgetown, Kentucky 40324**.

**1.02 EXPERIENCE CLAUSE**

- A. Wherever experience is required of equipment manufacturers in manufacturing or in records of satisfactory operation for a specified period of time, in lieu of the experience, the manufacturer may furnish a 100 percent (100%) performance guarantee bond or a cash deposit. The bond or cash deposit provided by the manufacturer shall guarantee replacement of the equipment process in the event of failure or unsatisfactory service. The period of time for which the bond or cash deposit is required shall be the same as the experience period of time specified.

**1.03 ACCESS TO INSPECTION OF WORK**

- A. Representatives of the State Department of Health, the State Department for Natural Resources and Environmental Protection, local public health agencies, Owner, and Engineer shall at all times have full access to the project site for inspection of the work accomplished under this Contract and for inspection of all materials intended for use under the Contract. The Contractor shall provide proper facilities for such access and inspection.

**1.04 PRE-CONSTRUCTION CONFERENCE (Not Applicable)**

- A. The Contractor, Engineer and Owner, or their duly appointed representative, shall meet in a preconstruction conference prior to the initiation of construction to organize, schedule and determine responsibilities for the work as it pertains to each party of the Contract.

**1.05 CONSTRUCTION SCHEDULE CHART**

- A. Prior to start of any construction, the Contractor shall furnish a construction schedule or progress chart. The schedule or chart shall be subject to the approval of the Engineer and be of sufficient detail to show the chronological relationship of all activities of the project, the order in which the Contractor proposes to carry on the work, estimated starting and completion dates of major features, procurement of materials, and scheduling of equipment. The schedule shall be in a form suitable for appropriately indicating the percentage of work scheduled for completion at any time. The schedule shall be kept current and shall reflect completion of all work

under the Contract within the specified time and in accordance with these Specifications.

#### **1.06 CONSTRUCTION PROGRESS MEETINGS**

- A. Monthly construction progress meetings shall be held at the project site or at a designated location established by the Owner. The Contractor, appropriate Sub-Contractors, the Engineer and the Owner shall meet to review construction progress, equipment or material submittals, construction schedules, etc.

#### **1.07 PRECONSTRUCTION PHOTOGRAPHS**

- A. Prior to construction and mobilization of equipment, Contractor shall take record photographs of all areas of the project site.
- B. In lieu of photographs, a videographic record may be made of the project site.

#### **1.08 CLEANING**

- A. The Contractor shall at all times keep the construction site and the surrounding area presentable to the public, and clean of rubbish caused by the Contractor's operation. At completion of the work, the Contractor shall remove all the rubbish, all tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the site clean and ready for use.
- B. After completion of all work and before final acceptance of the work, the Contractor shall thoroughly clean all equipment and materials and shall remove all foreign matter such as grease, dirt, plaster, labels, stickers, etc., from the exterior of the piping, equipment and all associated fabrication.
- C. All waste and excess materials shall be disposed of off the project site and at no additional expense to the Owner. In no case shall waste materials (any removed concrete, piping, equipment, etc.) be buried on the site. Burning is not permitted.
- D. Upon completion of the project, the Contractor is responsible for leaving the project site in as good as or better condition than the original. This includes site grading, landscaping, replacement of sidewalks, driveways, curbs, mailboxes, clotheslines, fences, etc. and removal of all construction debris.

#### **1.09 TAXES**

- A. Proposals shall be made to include any applicable taxes on payrolls, materials, equipment, vehicles, utilities, etc., including State sales taxes and shall include compensation for such taxes on all work under this Contract.

#### **1.10 COMPLIANCE WITH SAFETY REGULATIONS**

- A. The equipment items furnished shall comply with all governing federal and state laws regarding safety, including all current requirements of the Occupational Safety and Health Act (OSHA). Contractor shall be solely responsible for job safety in accordance with all laws, regulations, methods, etc. of OSHA and the state.

### **1.11 OBSTRUCTIONS**

- A. In cases where storm sewers, sanitary sewers, gas lines, water lines, telephone lines, electric lines or other underground structures are encountered, they shall not be displaced or molested unless necessary, in which case they shall be replaced in as good a condition as found and as quickly as possible.
- B. The Contractor is responsible for notifying the appropriate utility companies, and coordinating the protection of the utility. All such lines or underground structures damaged or molested in the construction shall be replaced at the Contractor's expense, unless in the opinion of the Engineer, such damage was caused through no fault of the Contractor.

### **1.12 STORAGE FACILITIES**

- A. The Contractor shall be responsible for proper and adequate storage of all materials and equipment used on the site. Any additional off-site space required for construction purposes shall be the Contractor's responsibility to obtain.
- B. Upon completion of the work, the Contractor shall remove all storage facilities, surplus materials and equipment and restore the site to its original condition, or to the finished condition as required by the Contract.

### **1.13 STANDARDS OF WORKMANSHIP**

- A. Work of all crafts and trades shall be laid out to lines and elevations as established by the Contractor from the Drawings or from instructions by the Engineer. Unless otherwise shown, all work shall be plumb and level, in straight lines and true planes, parallel or square to the established lines and levels. The work shall be accurately measured and fitted to tolerance as established by the best practices of the crafts and trades involved, and shall be as required to fit all parts of the work carefully and neatly together.

### **1.14 PERFORMANCE AND PAYMENT BONDS (Not Applicable)**

- A. Performance and payment bonds, as specified in of the General Conditions, shall run for a period of one (1) year after final acceptance of the work by the Owner. These bonds shall be executed on the forms provided as a part of the Contract Documents.

### **1.15 INITIAL START-UP AND OPERATION**

- A. The initial operation period provided for herein is to check and provide the satisfactory mechanical operation of the facilities. These requirements for start-up and operation in no way relieve the Contractor of his responsibility with respect to guaranty of work as specified in the "General Conditions." The manufacturer's representatives shall be present during this period to instruct the operators in the care, operation and maintenance of the equipment. When the shakedown period is completed, the Owner will assume responsibility for maintenance and operation, provided that all major items of the Work are operating satisfactorily.

- B. If any or all of the facilities are not operating satisfactorily at the end of the shakedown period, the Contractor shall continue to maintain those facilities that are incomplete or not operating satisfactorily until they are complete and acceptable to the Owner. Maintenance by the Contractor shall include all mechanical facilities such as pumps and like equipment. Prior to start-up, the Contractor will be required to prepare an operating schedule detailing the proposed start-up and his plans for manpower and auxiliary facilities to be provided.

#### **1.16 GUARANTY**

- A. Except as otherwise specified herein, the Contractor shall guarantee all work from latent defects in materials, equipment and workmanship for one (1) year from the date of final completion of the Contract. The date of final completion shall be that date upon which the final estimate is approved by the Owner or the date of substantial completion as defined in Section 01 77 00 of the technical Specifications. In case any date but the date of final completion is established to govern the time of the Guaranty, such date shall be duly recorded together with the terms and conditions of such agreement.
- B. The Contractor agrees that he will obtain from the manufacturers of equipment and materials furnished under this Contract, guarantees against defective materials and workmanship, and if those guarantees furnished by the manufacturer do not extend for the term of one (1) year from and after the date upon which the final estimate is formally approved by the Owner or other established date as set forth hereinbefore, he shall make the necessary arrangements and assume all cost for extending this guarantee for the required period.
- C. The Contractor shall promptly make such repairs or replacement as may be required under the above specified guarantee, and, when the repairs or replacements involve one or more items of installed equipment, shall provide the services of qualified factory-trained servicemen in the employ of the equipment manufacturers to perform or supervise the repairs or replacements.
- D. When the Engineer or the Owner deems it necessary, and so orders, such replacements or repairs under this section shall be undertaken by the Contractor within twenty-four (24) hours after service of notice. If the Contractor unnecessarily delays or fails to make the ordered replacements or repairs within the time specified, or if any replacements or repairs are of such nature as not to admit of the delay incident to the service of a notice, then the Owner shall have the right to make such replacements or repairs, and the expense thereof shall be paid by the Contractor or deducted from any moneys due the Contractor.
- E. The Performance Bond shall remain in full force and effect throughout the Guaranty period.
- F. All warranties and guarantees remaining in effect at and beyond the Guaranty expiration date shall be relinquished and transferred to the Owner. Copies of such warranty/guaranty shall be submitted to the Engineer prior to date of the start of the guaranty period.

#### **1.17 TRAFFIC CONTROL AND MAINTENANCE**

- A. Traffic shall be maintained on all highways and streets at all times during construction of pipe lines across or along side said highways and streets. Access

to all existing subdivisions and private residences shall also be kept open. Work shall be performed in accordance with applicable City, County, and State Department of Transportation guidelines. Traffic control shall include proper signing and flagging per these guidelines.

- B. Traffic shall be maintained in accordance with the Manual on Uniform Traffic Control Devices. Work shall include all labor and materials necessary for construction and maintenance of traffic control devices and markings.
- C. Traffic control shall also include all flag persons and traffic control devices such as, but not limited to, flashers, signs, barricades and vertical panels, plastic drums (steel drums will not be permitted) and cones necessary for the control and protection of vehicular and pedestrian traffic as specified by the Manual on Uniform Traffic Control Devices.
- D. Any temporary traffic control items, devices, materials, and incidentals shall remain the property of the Contractor when no longer needed.
- E. The Contractor shall maintain a two-lane traveled way with a minimum lane width of 10 feet; however, during working hours, one-way traffic may be allowed at the discretion of the Engineer, provided adequate signing and flagpersons are at the location.
- F. The Contractor shall fully cover with plywood any signs, either existing, permanent or temporary, which do not properly apply to the current traffic phasing, and shall maintain the covering until the signs are applicable or are removed.
- G. In general, all traffic control devices shall be placed starting and proceeding in the direction of the flow of traffic and removed starting and proceeding in the direction opposite to the flow of traffic.
- H. The Engineer and Contractor shall review the signing before traffic is allowed to use lane closures, crossovers, or detours, and all signing shall be approved by the Engineer before work can be started by the Contractor.
- I. If traffic should be stopped due to construction operations and an emergency vehicle on an official emergency run arrives on the scene, the Contractor shall make provisions for the passage of that vehicle immediately.

#### **1.18 PROTECTION OF VEGETATION**

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

#### **PART 2 - PRODUCTS**

**(Not Applicable)**

#### **PART 3 – EXECUTION**

**(Not Applicable)**

- END OF SECTION -



012200-1

## SECTION 012200

### MEASUREMENT AND PAYMENT

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

The Contractor shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, equipment, service, other necessary supplies and perform all work, including all excavation, backfilling, & cleanup (without additional compensation, except where specifically set out in these specifications) at the unit or lump sum prices for the following items.

##### 1.02 PROGRESS AND PAYMENTS SCHEDULES

- A. Contractor shall submit to Engineer, for approval, a construction schedule within ten (10) days upon execution of the AGREEMENT. Construction schedule shall show work completed in dollars versus contract time. Schedule must be approved by ENGINEER prior to any payments being made.
- B. Within ten (10) days after the date of formal execution of the CONTRACT AGREEMENT, the Contractor shall prepare and submit to the Engineer, for approval, a periodic estimate which depicts the Contractor's cost for completing the contract requirements and show by major unit of the project work, the Contractor's dollar value for the material and the labor (two separate amounts) to be used as a basis for the periodic payments. The Contractor's periodic estimate must be approved by the Engineer before any payments will be made on this contract.
- C. The Engineer's decision as to sufficiency and completeness of the Contractor's construction schedule and periodic estimate will be final.
- D. The Contractor must make current, to the satisfaction of the Engineer, the construction schedule and periodic estimate each time he requests a payment on this contract.
- E. The Contractor's construction schedule and periodic estimate must be maintained at the construction site available for inspection and shall be revised to incorporate approved change orders as they occur.
- F. When the Contractor requests a payment on this contract, it must be on the approved periodic estimate and be current. Further, the current periodic estimate and construction schedule (both updated and revised) shall be submitted for review and approval by the Engineer before monthly payments will be made by the Owner. The Contractor shall submit six (6) current copies of each (periodic estimate and construction schedule) when requesting payment.

##### 1.03 CONDITIONS FOR PAYMENT

- A. The Owner will make payments for acceptable work in place and materials properly stored on-site. The value of payment shall be as established on the approved construction schedule and periodic estimate, EXCEPT the Owner will retain five percent (5%) of the work in place and a percentage as hereinafter listed for items properly stored or untested.
- B. No payment will be made for stored materials unless a proper invoice form the supplier is attached to the pay request. Further, no item whose value is less than \$1,000 will be considered as stored materials for pay purposes.

UNIT PRICES

012200-2

- C. Payment for stored materials that are submitted with each monthly pay request will require documentation from the material supplier indicating that those items have been paid. Proof of payment for stored materials shall be in the form of "paid invoice" receipts or cancelled checks. Failure to provide adequate documentation will result in delays in processing subsequent pay requests.
- D. Payment for pipeline items shall be limited to eighty percent (80%) of the bid price until the pipeline items have been tested and clean up has been completed and accepted by the Engineer.
- E. Payment for equipment items shall be limited to eighty-five percent (85%) of their scheduled value (materials portion only) until they are set in place. Eighty-five percent (85%) for stored materials and equipment shall be contingent on proper on-site storage as recommended by the manufacturer or required by the Engineer.
- F. Payment for equipment items set in place shall be limited to ninety percent (90%) of their scheduled value until they are ready for operation and have been certified by the manufacturer. Ninety percent (90%) payment for installed equipment shall be contingent on proper routine maintenance of the equipment in accordance with the manufacturer's recommendations.
- G. Payment for equipment items set in place and ready for operation shall be limited to ninety-five percent (95%) of their scheduled value until all acceptance tests have been completed and the required manufacturer's pre-startup operator's training has been completed.
- H. Payment for the labor portion of equipment items will be subject only to the degree of completeness and the appropriate retainage.
- I. The retainage shall be an amount equal to 5% of said estimate. The retainage on the equipment items shall be 5% as defined hereinbefore.
- J. If at any time thereafter when the progress of the WORK is not satisfactory or determine that the Contractor is not making satisfactory progress, additional amounts may be retained.

#### **1.04 DETERMINATION OF THE VALUE OF EXTRA (ADDITIONAL) OR OMITTED WORK**

- A. The value of extra (additional) or omitted work shall be determined in one or more of the following ways:
  - 1. On the basis of the actual cost of all the items of labor (including on-the-job supervision), materials and use of equipment, plus a maximum 20% for added work or a minimum 20% for deleted work which shall cover the Contractor's general supervision, overhead and profit. In case of subcontracts, the sum of total overhead amounts of the subcontractors and Contractor, plus total profit amounts for the subcontracts and Contractor shall not exceed 25% of the cost. Subcontractors shall be limited to 15% and Contractors shall be limited to 10% for combined overhead and profit. The cost of labor shall include required insurance, taxes and fringe benefits. Contractor to provide detailed breakdown of all cost as justification of change in work. Equipment costs shall be based on current rental rates in the areas where the work is being performed, but in no case shall such costs be greater than the current rates published by the Associated Equipment Distributors, Chicago, Illinois.
  - 2. By estimate and acceptance in a lump sum.

UNIT PRICES

012200-3

3. By unit prices named in the Contract or subsequently agreed upon.
  - B. Provided, however, that the cost or estimated cost of all extra (additional) work shall be determined in advance of authorization by the Engineer and approved by the Owner.
  - C. All extra (additional) work shall be executed under the conditions of the original Contract. Any claim for extension of time shall be adjusted according to the proportionate increase or decrease in the final total cost of the work unless negotiated on another basis.
  - D. Except for over-runs in contract unit price items, no extra (additional) work shall be done except upon a written change Order from the Engineer, and no claim on the part of the Contractor for pay for extra (additional) work shall be recognized unless so ordered in writing by the Engineer.
  - E. Change Orders to the construction contract must comply with DOW Procurement Guidance for Construction and Equipment Contracts. Contract requires cost, pricing, and certification for change orders exceeding \$25,000 as required by DOW Procurement Guidance for Construction and Equipment Contracts.

## **PART 2 – PRODUCTS**

### **2.01 NEW WATER MAIN**

Payment for installing **NEW WATER MAIN** will be made at the contract unit price per linear foot, complete in place, which shall include compensation for furnishing pipe, trenching (including rock excavation), earth or Class I material bedding, thrustblocking, earth backfill, fittings, grip rings, crushed stone for gravel driveways, crushed stone for asphalt driveways, disinfecting, clean up and restoration of all disturbed areas, including seeding and mulching as required, testing, sampling, chlorination and all appurtenances required. Also included are all costs associated with traffic control and the moving and resetting of mailboxes. The quantity of water mains to be paid for shall be the length of the completed line as measured along its centerline without any deduction for lengths of fittings, valves or other appurtenances.

### **2.02 TAPPING SLEEVE AND VALVE**

Payment for **TAPPING SLEEVE AND VALVE** at the location listed shall include all materials and labor necessary for making a connection to the existing water main as shown on the plans. Payment will be made per connection. It shall include any fittings, valve, tapping sleeve, and box to make a complete installation.

### **2.03 CUT AND PLUG EXISTING WATER MAIN**

Payment for **CUTTING AND PLUGGING EXISTING WATER MAIN** shall include all materials and labor necessary for completing the disconnection of the existing water line. This will be paid per cut and plug and will include piping, mechanical joint cap, grip rings, concrete blocking and other appurtenances required to complete the installation. Size of the piping will be paid as one price and will not be differentiated.

UNIT PRICES

012200-4

#### 2.04 STEEL CASING BORE AND JACK

Payment for **STEEL CASING, BORE & JACK** shall be paid for at the contract unit price per linear foot of steel encasement pipe for the various sizes and types. This work shall include the encasement pipe, complete in place with fittings, spacers, end seals, skids, blocking, line markers on each side of crossed roadway, and all items necessary for its construction and installation. Carrier pipe is paid separately under item 2.01.

#### 2.07 BLOW OFF ASSEMBLY

Payment for the **BLOW OFF ASSEMBLY** as shown on the standard details will be paid as a unit price and include the gate valve, valve box, fittings, pipe, concrete pad, cap and any other items to make a complete installation. All sizes will be paid the same

#### 2.08 REPLACE EXISTING SERVICE LINE AND RECONNECT TO EXISTING METER

Payment will be made for a complete installation that is based on the service line limits as set forth in these section and shall also include all excavation, saddles, corp stops, inserts, replacement of existing service tubing, and labor to return an existing customer to service after installation, testing, sterilization of the new main. **All service line shall be 1" Polyethelene Class. 250.**

#### 2.09 CREEK CROSSING DIRECTIONAL DRILL

Payment for all **Directional Drill** piping include furnishing and installing pipe from plan point of beginning to plan point of ending at plan depth, removal of excavated materials and spoils, removal of drilling fluids, backfilling and complete restoration of the site. Please note that payment will only be for the length of pipe stated on the plans. If it is thought additional pipe is required than it shall be figured into the unit cost bid. **No additional footage will be allowed for payment.**

### PART 3 - EXECUTION

#### 3.01 PAY ITEMS

- A. The pay items listed herein before refer to the items listed in the Bid Schedule and cover all of the pay items under the base bid for this contract.
- B. Any and all other items of work listed in the specifications or shown on the Contract Drawings for this contract shall be considered incidental to and included in those pay items.

#### 3.02 QUANTITIES OF ESTIMATE

- A. Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents, including the Bid Proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall not give cause for claims or liability for damages. The Engineer will not be financially responsible for any omissions from the Contract Documents and therefore not included by the Contractor in his proposal.
- B. Aerial photographs utilized for plan sheets in the Contract Documents are indicated at an approximate scale and shall not be scaled for quantity take-offs. The pipeline quantities listed in the Bid Schedule are given for use in comparing bids and may not be the actual quantities to be installed. It is the Contractor's responsibility to field verify the length and

UNIT PRICES

012200-5

quantities of pipeline to be installed prior to the ordering of materials. Payment on unit price contracts are based on actual quantities installed. The Owner or Engineer will not be financially responsible for any shortage of pipe or overrun of pipe ordered for the pipeline quantities.

- C. The actual quantities of all materials to be used for this project shall be field verified prior to the Contractor ordering the necessary materials. The quantity listed in the bid schedule is given for use in comparing bids and may increase or diminish as may be deemed necessary or as directed by the Owner. Any such increase or diminution shall not give cause for claims or liability for damages. The Engineer or Owner will not be financially responsible for any charges incurred for restocking of materials ordered.

- END OF SECTION -

UNIT PRICES

012500-1

## SECTION 012500

### PRODUCTS AND SUBSTITUTIONS

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION OF REQUIREMENTS

- A. General: Substitution of materials and/or equipment is defined in Paragraph 6.7.1 of the General Conditions and more fully hereinafter.
- B. Definitions: Definitions used in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents including such terms as "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction" and similar terms. Such terms are self-explanatory and have recognized meanings in the construction industry.
1. "Products" are items purchased for incorporation in the Work, regardless of whether they were specifically purchased for the project or taken from the Contractor's previously purchased stock. The term "product" as used herein includes the terms "material", "equipment", "system" and other terms of similar intent.
  2. "Named Products" are products identified by use of the manufacturer's name for a product, including such items as a make or model designation, as recorded in published product literature, of the latest issue as of the date of the Contract Documents.
  3. "Materials" are products that must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form units of work.
  4. "Equipment" is defined as a product with operational parts, regardless of whether motorized or manually operated, and in particular, a product that requires service connections such as wiring or piping.
- C. Substitutions: The Contractor's requests for changes in the products, materials, equipment and methods of construction required by the Contract Documents are considered requests for "substitutions", and are subject to the requirements specified herein. The following are not considered as substitutions:
1. Revisions to the Contract Documents, where requested by the Owner, Engineer are considered as "changes" not substitutions.
  2. Substitutions requested during the bidding period, which have been accepted prior to the Contract Date, are included in the Contract Documents and are not subject to the requirements for substitutions as herein specified.
  3. Specified Contractor options on products and construction methods included in the Contract Documents are choices available to the Contractor and are not subject to the requirements for substitutions as herein specified.
  4. Except as otherwise provided in the Contract Documents, the Contractor's determination of and compliance with governing regulations and orders as issued by governing authorities do not constitute "substitutions" and do not constitute a

012500-2

basis for change orders.

- D. Standards: Refer to Division-01 section "Definitions and Standards" for applicability of industry standards to the products specified for the project, and for acronyms used in the text of the specification sections.

## 1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-01 Specification sections, apply to Work of this Section.

## 1.03 SUBMITTALS

The information required to be furnished for evaluation of product substitution will be as follows:

- A. Performance capabilities, and materials and construction details will be evaluated based upon conformance with the Specifications. Products that do not conform with the Specification shall not be accepted.
- B. Manufacturer's production and service capabilities, and evidence of proven reliability will be acceptable if the following is furnished.
  - 1. Written evidence that the manufacturer has not less than (3) years experience in the design and manufacture of the substitute product.
  - 2. Written evidence of at least one application, of a type and size similar to the proposed substitute product, in successful operation in a wastewater treatment plant for a period of at least one year.
  - 3. In lieu of furnishing evidence of a manufacturer's Experience and successful operation of an application of the product to be substituted, the Contractor has the option of furnishing a cash deposit or bond which will guarantee replacement if the product the furnished does not satisfy the other requirements specified in this section. The amount of each deposit or bond will be subject to the approval.
- C. Specific reference to characteristics either superior or inferior to specified requirements will be evaluated based on their net effect on the project. Products with any characteristics inferior to those specified will not be acceptable unless offset by characteristics that, in the opinion of the Engineer, will cause the overall effect of the product on the project to be at least equal to that of those specified.

## 1.04 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same generic kind, from a single source, for each unit of work.
- B. Compatibility of Options: Compatibility of products is a basic requirement of product selection. When the Contractor is given the option of selecting between two or more products for use on the project, the product selected must be compatible with other products previously selected, even if the products previously selected were also Contractor options. The complete compatibility between the various choices available to the Contractor is not assured by the various requirements of the Contract Documents, but must be provided by the Contractor.
- C. The detailed estimate of operating and maintenance costs will be evaluated based on comparison with similar data on the specified products. Proposed substitute products

012500-3

which have an operating and maintenance cost that, in the opinion of the Engineer, exceeds that of the specified products will not be considered equal and will not be acceptable.

### **1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING**

General: Deliver, store, and handle products in accordance with manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft. Control delivery schedules to minimize long-term storage at the site and to prevent overcrowding of construction spaces. In particular coordinate delivery and installation to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

- A. Deliver products to the site in the manufacturer's sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
- B. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- C. Store heavy materials away from the project structure in a manner that will not endanger the supporting construction.

## **PART 2 - PRODUCTS**

### **2.01 GENERAL PRODUCT COMPLIANCE**

- A. General: Requirements for individual products are indicated in the Contract Documents; compliance with these requirements is in itself a Contract Requirement. These requirements may be specified in any one of several different specifying methods, or in any combination of these methods. These methods include the following:

- 1. Proprietary.
- 2. Descriptive.
- 3. Performance.
- 4. Compliance with Reference Standards.

Compliance with codes, compliance with graphic details, allowances, and similar provisions of the Contract Documents also have a bearing on the selection process.

- B. Procedures for Selecting Products: Contractor's options in selecting products are limited by requirements of the Contract Documents and governing regulations. They are not controlled by industry traditions or procedures experienced by the Contractor on previous construction projects.

### **2.02 SUBSTITUTIONS**

- A. Conditions: Contractor's request for substitution will be received and considered when extensive revisions to the Contract Documents are not required, when the proposed changes are in keeping with the general intent of the Contract Documents, when the request are timely, fully documented and properly submitted, and when one or more of the following conditions is satisfied, all as judged by the Engineer; otherwise the requests will be returned without action except to record non-compliance with these requirements.

- 1. The Engineer will consider a request for substitution where the request is directly



012500-4

related to an "or equal" clause or similar language in the Contract Documents.

2. The Engineer will consider a request for substitution where the specified product or method cannot be provided within the Contract Time. However, the request will not be considered if the product or method cannot be provided as a result of the Contractor's failure to pursue the work promptly or to coordinate the various activities properly.
  3. The Engineer will consider a request for substitution where the specified product or method cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  4. The Engineer will consider a request for a substitution where a substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. These additional responsibilities may include such considerations as additional compensation to the Engineer for redesign and evaluation services, the increased cost of other work by the Owner or separate contractors, and similar considerations.
  5. The Engineer will consider a request for substitution when the specified product or method cannot be provided in a manner which is compatible with other materials of the work, and where the Contractor certifies that the substitution will overcome the incompatibility.
  6. The Engineer will consider a request for substitution when the specified product or method cannot be properly coordinated with other materials in the work, and where the Contractor certifies that the proposed substitution can be properly coordinated.
  7. The Engineer will consider a request for substitution when the specified product or method cannot receive a warranty as required by the Contract Documents and where the Contractor certifies that the proposed substitution receive the required warranty.
  8. The Contractor shall reimburse the Owner any costs for review by the Engineer of proposed product substitutions which require major design changes, as determined by the Owner, to related of adjacent work made necessary by the proposed substitutions.
- B. Work-Related Submittals: Contractor's submittal of and the Engineer's acceptance of shop drawings, product data or samples which relate to work not complying with requirements of the Contract Documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

## **2.03 GENERAL PRODUCT REQUIREMENTS**

- A. General: Provide products that comply with the requirements of the Contract Documents and that are undamaged and, unless otherwise indicated, unused at the time of installation. Provide products that are complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
1. Standard Products: Where they are available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

012500-5

2. Continued Availability: Where, because of the nature of its application, the Owner is likely to need replacement parts or additional amounts of a product at a later date, either for maintenance and repair or replacement, provide standard, domestically produced products for which the manufacturer has published assurances that the products and its parts are likely to be available to the Owner at a later date.
- B. Nameplates: Except as otherwise indicated for required labels and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on the exterior of the completed project.
1. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
  2. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power operated equipment. Locate the nameplate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data.
    - a. Name of manufacturer
    - b. Name of product
    - c. Model number
    - d. Serial number
    - e. Capacity
    - f. Speed
    - g. Ratings

### **PART 3 - EXECUTION**

#### **3.01 INSTALLATION OF PRODUCTS**

- A. General: Except as otherwise indicated in individual sections of these Specifications, comply with the manufacturer's instructions and recommendations for installation of the products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work. Clean exposed surfaces and protect surfaces as necessary to ensure freedom from damage and deterioration at Time of Acceptance.

- END OF SECTION -

013323-1

## SECTION 013323

### SHOP DRAWINGS, PRODUCT DATA, & SAMPLES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION OF REQUIREMENTS

- A. General: This section specifies procedural requirements for non-administrative submittals including shop drawings, product data, samples (when samples are specifically requested) and other miscellaneous work-related submittals. Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents.
- B. Refer to other Division-01 sections and other Contract Documents for Specifications on administrative, non-work-related submittals. Such submittals include, but are not limited to the following items:
1. Permits.
  2. Payment applications.
  3. Performance and payment bonds.
  4. Insurance certificates.
  5. Inspection and test reports.
  6. Schedule of values.
  7. Progress reports.
  8. Listing of subcontractors.
  9. Operating and Maintenance Manuals
- C. Engineer prefers initial submittals be in electronic media along with one paper copy for review. Engineer utilizes Newforma software and will provide Contractor with the necessary links and instructions for submittal purposes. Upon completion of the review process, Contractor shall print two (2) copies of complete submittal, including transmittal cover page and stamp page, and deliver to Engineer.
- If Contractor does not have capability to submit electronic submittals, then Contractor shall submit a request to Engineer for waiver. In the event a waiver is granted, paper submittals shall be provided as directed by the Engineer.
- D. Submittals shall be checked and reviewed by the Contractor and stamped with Contractor's review stamp before submission to the Engineer. The review of the submittals by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Review of such submittals will not relieve the Contractor of the responsibility for any errors which may exist as the Contractor shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work.
- E. All Requests for Information (RFI) to Engineer shall be submitted electronically via Engineer's Newforma software.

##### 1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-01 Specification sections, apply to work of this section.

013323-2

### 1.03 DEFINITIONS

A. Shop drawings are technical drawings and data that have been specially prepared for this project, including but not limited to the following items:

1. Fabrication and installation drawings.
2. Setting diagrams.
3. Shopwork manufacturing instructions.
4. Templates.
5. Patterns.
6. Coordination drawings (for use on site).
7. Schedules.
8. Design mix formulas.
9. Contractor's engineering calculations.

Standard information prepared without specific reference to a project is not considered to be shop drawings.

B. Product data includes standard printed information on manufactured products that has not been specially-prepared for this project, including but not limited to the following items:

1. Manufacturer's product specifications and installation instructions.
2. Standard color charts.
3. Catalog cuts.
4. Roughing-in diagram and templates.
5. Standard wiring diagrams.
6. Printed performance curves.
7. Operational range diagrams.
8. Mill reports.
9. Standard product operating and maintenance manuals.

C. Samples, where specifically required, are physical examples of work, including but not limited to the following items:

1. Partial sections of manufactured or fabricated work.
2. Small cuts or containers of materials.
3. Complete units of repetitively-used materials.
4. Swatches showing color, texture and pattern.
5. Color range sets.
6. Units of work to be used for independent inspection and testing.

D. Miscellaneous submittals are work-related, non-administrative submittals that do not fit in the three previous categories, including, but not limited to the following:

1. Specially-prepared and standard printed warranties.
2. Maintenance agreements.
3. Workmanship bonds.
4. Survey data and reports.
5. Testing and certification reports.
6. Record drawings.
7. Field measurement data.

### 1.04 SUBMITTAL PROCEDURES

013323-3

- A. General: Refer to the General Conditions and Paragraph 1.1 hereinbefore for basic requirements for submittal handling.
- B. Coordination: Coordinate the preparation and processing of submittals with the performance of the work. Coordinate each separate submittal with other submittals and related activities such as testing, purchasing, fabrication, delivery and similar activities that require sequential activity.

It is the Contractor's responsibility to make such field measurements as are needed to base submittals on actual field conditions to assure proper connection, fit, function and performance of all work and equipment in the execution of the contract work.

Coordinate the submittal of different units of interrelated work so that one submittal will not be delayed by the Architect/Engineer's need to review a related submittal. The Architect/Engineer reserves the right to withhold action on any submittal requiring coordination with other submittals until related submittals are forthcoming.

- C. Coordination of Submittal Times: Prepare and transmit each submittal to the Architect/Engineer sufficiently in advance of the scheduled performance of related work and other applicable activities. Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the Architect/Engineer's need to review submittals concurrently for coordination.
- D. Review Time: Allow sufficient time so that the installation will not be delayed as a result of the time required to properly process submittals, including time for resubmittal, if necessary. Advise the Architect/Engineer on each submittal, as to whether processing time is critical to the progress of the work and if the work would be expedited if processing time could be shortened.
  - 1. Allow a longer time period where processing must be delayed for coordination with subsequent submittals. The Architect/Engineer will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination.
  - 2. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Architect/Engineer sufficiently in advance of the work.
- E. Submittal Preparation: Mark each submittal with a permanent label for identification. Provide the following information on the label for proper processing and recording of action taken.
  - 1. Project name.
  - 2. Date.
  - 3. Name and address of Architect/Engineer.
  - 4. Name and address of Contractor.
  - 5. Name and address of subcontractor.
  - 6. Name and address of supplier.
  - 7. Name of manufacturer.
  - 8. Number and title of appropriate specification section.
  - 9. Drawing number and detail references, as appropriate.
  - 10. Similar definitive information as necessary.
- F. All submittals shall be referenced to the applicable item, section and division of the Specifications, and to the applicable drawing(s) or drawing schedule(s). Include only one item in a submittal.

013323-4

- G. The Contractor shall review and check submittals, and shall indicate his review by initials and date. Any submittal received without this evidence of review shall be returned to the Contractor without review.
- H. If the submittals deviate from the Contract Drawings and/or Specifications, the Contractor shall advise the Engineer in writing of the deviation and the reasons therefore.
- I. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect/Engineer, and to other destinations as indicated, by use of a transmittal form. Submittals received from sources other than the Contractor will be returned to the sender "without action".
- J. Electronic Submittals: If the electronic method of submittals is agreed to by Contractor, Engineer, and Owner, the format and procedures will be determined and implemented prior to any submittals. Submittals will be processed through "Newforma" software. Each item of the submittal documents shall be in .pdf format and shall be oriented so that they are read from upper left corner to lower right corner, with no rotation of said document being required after receiving it. The .pdf file shall be named so that it describes the item being submitted. All other requirements herein are part of the electronic submittal process with the exception of the duplicate copies. Contractor stamp indicating review and any comments or notes must be on the .pdf submittal.

#### **1.05 SPECIFIC SUBMITTAL REQUIREMENTS**

- A. Shop drawings shall be prepared by a qualified detailer. Details shall be identified by reference to sheet and detail numbers shown on Contract Drawings. Where applicable, show fabrication, layout, setting and erection details.  
  
Shop drawings are defined as original drawings prepared by the Contractor, subcontractors, suppliers, or distributors performing work under this Contract. Shop drawings illustrate some portion of the work and show fabrication, layout, setting or erection details of equipment, materials and components. The Contractor shall, except as otherwise noted, have prepared the number of reviewed copies required for his distribution plus four (4) which will be retained by the Engineer. Shop drawings shall be folded to an approximate size of 8-1/2" x 11" and in such manner that the title block will be located in the lower right-hand corner of the exposed surface.
- B. Project data shall include manufacturer's standard schematic drawings modified to delete information which is not applicable to the project, and shall be supplemented to provide additional information applicable to the project. Each copy of descriptive literature shall be clearly marked to identify pertinent information as it applies to the project.
- C. Where samples are required, they shall be adequate to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged. Provide sufficient size and quantity to clearly illustrate functional characteristics of product and material, with integrally related parts and attachment devices, along with a full range of color samples.
- D. In the event the Engineer does not specifically reject the use of material or equipment at variance to that which is shown on the Drawings or specified, the Contractor shall, at no additional expense to the Owner, and using methods reviewed by the Engineer, make any changes to structures, piping, controls, electrical work, mechanical work, etc., that may be necessary to accommodate this equipment or material. Should equipment other than that on which design drawings are based be accepted by the Engineer, shop drawings shall be submitted detailing all modification work and equipment changes made necessary by the substituted item.

013323-5

- E. Additional information on particular items, such as special drawings, schedules, calculations, performance curves, and material details, shall be provided when specifically requested in the technical Specifications.
- F. Submittals for all electrically operated items (including instrumentation and controls) shall include complete size, color coding, all terminations and connections, and coordination with related equipment.
- G. Equipment shop drawings shall indicate all factory or shop paint coatings applied by suppliers, manufacturers and fabricators; the Contractor shall be responsible for insuring the compatibility of such coatings with the field-applied paint products and systems.
- H. Fastener specifications of manufacturer shall be indicated on equipment shop drawings.
- I. Where manufacturers brand names are given in the Specifications for building and construction materials and products, such as grout, bonding compounds, curing compounds, masonry cleaners, waterproofing solutions and similar products, the Contractor shall submit names and descriptive literature of such materials and products he proposes to use in this Contract.
- J. No material shall be fabricated or shipped unless the applicable drawings or submittals have been reviewed by the Engineer and returned to the Contractor.
- K. All bulletins, brochures, instructions, parts lists, and warranties package with and accompanying materials and products delivered to and installed in the project shall be saved and transmitted to the Owner through the Engineer.

#### **1.06 REVIEW STATUS**

- A. Submittals will be returned, stamped with the following classifications: "Reviewed", "Furnish as Corrected", "Revise and Resubmit", "Rejected", or "Submit Specified Item".
- B. In some instances, corrections to dimensions or clarification notations will be required, in which case the drawings will be marked "Furnish as Corrected." These shop drawings will not be required to be resubmitted for further approval. If the supplier makes additional modifications after receiving a "Furnish as Corrected" disposition, the drawings must then be resubmitted for review.
- C. If the shop drawing is returned with the notation "Revise and Resubmit", the Contractor shall promptly make the revisions indicated and repeat the submittal approval procedure.
- D. If the shop drawing is returned with the notation "Submit Specified Item", this indicates that the submittal does not meet the specification, will not be reviewed, and is unacceptable. Upon return of a drawing so marked, the Contractor shall repeat the initial approval procedure, submitting acceptable materials or equipment.
- E. The "Rejected" notation is used to indicate materials or equipment that are not acceptable and are not included in the project.

#### **1.07 REMINDER OF CONTRACTOR RESPONSIBILITIES**

- A. Verify field measurements, field construction criteria, catalog numbers, and similar data.
- B. Coordinate each submittal with requirements of work and of Contract Documents.

SHOP DRAWINGS, PRODUCT DATA, & SAMPLES

013323-6

- C. Notify Engineer, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- D. Begin no work, and have no material or products fabricated or shipped which requires submittals until return of submittals with Engineer's stamp and initials or signature indicating review.
- E. Upon review and close-out of a submittal, Contractor shall print two (2) copies of complete submittal, including transmittal cover page and stamp page, and deliver to Engineer.
- F. It is emphasized that the review of shop drawings by the Engineer is for general conformance to the Contract Drawings and Specifications, but subject to the detailed requirements of the Contract Drawings and Specifications. Although the Engineer may check submitted data in more or less detail, such checking is an effort to discover errors and omissions in the Contractor's drawings and to assist the Contractor in coordinating and expediting his work, but shall in no way relieve the Contractor of his obligation and responsibility to properly coordinate the work, and to Engineer the details of the work in such a manner, that the purpose and intent of the Contract will be achieved nor shall any such detailed checking by the Engineer be construed as placing on him or on the Owner, any responsibility for the accuracy, proper fit, functioning or performance of any phase of the work included in this Contract. The Contractor is responsible for confirmation and correlation of dimensions at the job site; for information that pertains solely to the fabrication processes or to the techniques of construction; for the coordination of the work of all trades; and for performance of his work in a safe and satisfactory manner.

## **PART 2 – PRODUCTS**

**(Not Applicable)**

## **PART 3 – EXECUTION**

**(Not Applicable)**

END OF SECTION



016000-1

**SECTION 016000**  
**PRODUCT REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 COMPLIANCE WITH SAFETY REGULATIONS**

The equipment items furnished shall comply with all governing Federal and State laws regarding safety, including all requirements of the Occupational Safety and Health Act of 1970 (OSHA).

**PART 2 - PRODUCTS**

**2.01 REFERENCES**

- A. General Provisions: Section 10 Correction and Guarantee of Work, Section 13 Materials and Equipment.
- B. Section 331413 – Water Distribution Piping
- C. Section 331419 – Valves & Hydrants.
- D. All material shall meet applicable American Water Works Association (AWWA), American Standard Testing Methods (ASTM), Underwriters Laboratories (UL), Factory Mutual (FM), National Sanitation Foundation (NSF) standards.

**ROWAN WATER, INC.**

The following is a list of possible manufacturers for the materials to be provided on the project. All material shall meet applicable AWWA, ASTM, Underwriters Laboratories, and Factory Mutual standards. The Owner and Engineer shall approve the materials submitted during the shop drawing review process.

<b>MATERIAL/ITEM</b>	<b>APPROVED MANUFACTURER</b>
Air Release Valve (Water and Sewer)	Val-Matic, Apco, ARI, Primer Corp or Approved Equal
All Brass Fittings (AWWA brass)	Ford, or Approved Equal
Aluminum Hatch	N/A
Blowoff Hydrant Assembly	Hydrants shall be post type Model No. A-411 as manufactured by Mueller Co. or Approved Equal.
Blowoff Assembly (Underground)	Valve with PVC Pipe to Daylight
Bolted Cast Couplings	Dresser, Smith & Blair, Ford, Viking-Johnson, JCM, Powerseal or Approved Equal
Brass Nipples and Pipe	State Origin
Brass Service Saddles for PVC Pipe	Ford or Approved Equal
Butterfly Valves (Class 150)	Mueller Linesal III or Approved Equal

016000-2

MATERIAL/ITEM	APPROVED MANUFACTURER
Butterfly Valves (Class 250)	Mueller Lineseal XP or Approved Equal
Casing Spacers	Advance Product or approved equal
DI Transition Sleeves from PVC to DI	Griffin, Clow or approved equal
Control Valve	N/A
Cooper Tracing Wire 14 AWG	State Origin
Customer Individual Pressure Reducing Valve	Watts N55BUM1 or Approved Equal
Customer Meter	Badger Radio Read
Customer Meter Box & Cover	Plastic Box & Flat CI Lid as provided by HD Supply
Customer Meter Setter	Ford or Approved Equal
DI and Cast Iron Full Body Tapping Sleeves	Mueller, Clow, US Pipe, American Flow or Approved Equal or Approved Equal
Double Strap Service Saddles for DI Pipe	Mueller, Ford, Smith & Blair, JCM or Approved Equal
DI Pipe Class 350	Griffin, Clow, US Pipe, American DI Pipe or Approved Equal
Dual Disc Check Valve	N/A
Fire Hydrant Assembly w/Flexible Tee	Mueller® Super Centurion 250 ® Model A-423 or Approved Equal
Flushing Hydrant Assembly w/Flexible Tee	Mueller® – Super Centurion 250, Model No. A-423 or Approved Equal (Sized Accordingly)
Full Circle Repair Clamps (all stainless steel)	Mueller, Smith & Blair, Ford, Powerseal, Cascade or Approved Equal
Grip Rings	Romac or approved equal
Gate Valves	Mueller Resilient Seat or Approved Equal
Individual Pressure Reducing Valve	Watts Model No. N55BUM1 or Approved Equal
Mainline Pressure Reducing Valve	N/A
Manhole Ring and Cover	J. R. Hoe & Sons or Approved Equal
Master Meter	Sensus Omni T2 or Approved Equal
MJ Fittings Compact/Full Body MJ Packs	McWayne (Tyler/Union, Clow), Griffin, US Pipe, American DI Pipe or Approved Equal
Precast Concrete Manholes	Cloud, Sherman-Dixie or Approved Equal
PVC Couplings	JM Manufacturing, Harrington, Multi-Fittings or Approved Equal
PVC Pipe Class 250	Diamond, JM Manufacturing, Napco, Freedom, ETI, National, Pioneer or Approved Equal
Restraint Joint Collar Fittings	Mueller, McWayne, Ford, EBBA or Approved Equal
Service Tubing – Polyethylene Tubing (CTS Service Tubing)	ENDOT Blue 250 psi or Approved Equal

016000-3

MATERIAL/ITEM	APPROVED MANUFACTURER
Service Tubing - Type K Copper Soft	N/A
Tapping Valves and SS Sleeves (Check Working Pressure) w/SS bolts	Mueller, Kennedy, Ford or Approved Equal
Underground Detectable Tape	Shall be Lineguard brand encased aluminum foil, Type III. The identification tape is manufactured by Lineguard, Inc., P. O. Box 426, Wheaton, IL 60187 or Approved Equal

-END OF SECTION-

**DIVISION 31**  
**EARTHWORK**

312316-1

## SECTION 312316

### EXCAVATION

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Structure excavation.
- B. Shoring excavations.

##### 1.02 RELATED WORK

- A. Geotechnical Report in these specifications.
- B. SECTION 014500 - Quality Control.
- C. SECTION 312317 - Rock Removal.
- D. SECTION 312213 - Rough Grading.
- E. SECTION 312333 – Trenching & Backfilling.

##### 1.03 REGULATORY REQUIREMENTS

- A. Protect excavations by shoring, bracing, sheet piling, underpinning, or other methods required to prevent cave-in or loose soil from falling into excavation.
- B. Underpin adjacent structures which may be damaged by excavation work, including service utilities and pipe chases.
- C. Notify Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.
- D. Protect bottom of excavations and soil adjacent to and beneath foundations from frost.
- E. Grade excavation top perimeter to prevent surface water run-off into excavation.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. Subsoil: Excavated material, graded free of lumps larger than 12 inches, rocks larger than 12 inches, and debris.
- B. # 57's or # 9's: Mineral aggregate graded 1/4 inch to 5/8 inch, free of soil, subsoil, clay, shale, or foreign matter.

EXCAVATION

312316-2

### **PART 3 - EXECUTION**

#### **3.01 PREPARATION**

Identify required liens, levels, contours, and datum.

#### **3.02 EXCAVATION**

- A. Excavate subsoil required for structure foundations, construction operations, and other work. All excavation shall be unclassified excavation.
- B. Contractor is responsible to adequately brace open cuts and protect workmen and equipment from cave-in.
- C. Remove lumped subsoil, boulders, and rock up to 1/3 cu. yd., measured by volume. Remove larger material under Section 312317.
- D. Correct unauthorized excavation at no cost to Owner.
- E. Fill over-excavated areas under structure bearing surfaces in accordance with direction by Engineer.
- F. Stockpile excavated material in area designated on site.

#### **3.03 FIELD QUALITY CONTROL**

Provide for visual inspection of rock surfaces under provisions of Section 014500.

- END OF SECTION -

EXCAVATION

312317-1

**SECTION 02228**  
**ROCK REMOVAL**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. This Section includes removal to the widths and depths shown on the Contract Drawings or as directed by the Engineer, including the loosening, removing, transporting, storing and disposal of all materials requiring blasting, barring, or wedging for removal from their original beds, and backfill of rock excavations with acceptable materials
- B. Use of explosives for rock removal shall be used only with prior permission from both the Engineer and Owner. **Blasting will NOT be permitted in this project.**
- C. Rock removal is part of and incidental to unclassified excavation. No separate payment shall be made for rock removal.

**1.02 SUBMITTALS**

- A. In addition to those submittals identified in the General Provisions, the following items shall be submitted:
  - 1. Before any blasting operations begin the Contractor shall obtain all permits and licenses required.

**1.03 DEFINITIONS**

- A. Rock
  - 1. All pieces of ledge or bedrock, boulders or masonry larger than one-half cubic yard in volume.
  - 2. Any material requiring blasting, barring, or wedging for removal from its original bed.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

**3.01 BLASTING (Use of explosives for rock removal shall be used only with prior permission from both the Engineer and Owner.)**

- A. General
  - 1. Handling of explosives and blasting shall be done only by experienced persons.

ROCK REMOVAL

312317-2

2. Handling and blasting shall be in accordance with all Federal, State and local laws, rules and regulations relating to the possession, handling, storage and transportation and use of explosives.
  3. All blasts in open cut shall be properly covered and protected with approved blasting mats.
  4. Charges shall be of such size that the excavation will not be unduly large and shall be so arranged and timed that adjacent rock, upon or against which pipelines or structures are to be built, will not be shattered.
  5. Blasting will not be permitted within 25 feet of pipelines or structures.
  6. All existing pipes or structures exposed during excavation shall be adequately protected from damage before proceeding with the blasting.
  7. NFPA 495 - Code for Manufacture, Transportation, Storage and Use of Explosive Materials.
  8. Commonwealth of Kentucky Department of Mines and Minerals, Laws and Regulations Governing Explosives and Blasting.
- B. Repair of Damages Due to Blasting
1. Any injury or damage to the work or to existing pipes or structures shall be repaired or rebuilt by the Contractor at his expense.
  2. Whenever blasting may damage adjacent rock, pipes or structures, blasting shall be discontinued and the rock removed by drilling, barring, wedging or other methods.
- C. Explosives
1. At no time shall an excessive amount of explosives be kept at the site of the work. Such explosives shall be stored, handled and used in conformity with all applicable laws and regulations.
  2. Accurate daily records shall be kept showing the amounts of explosives on hand, both at the site and at any storage magazine, the quantities received and issued, and the purpose for which issued.
  3. The Contractor shall be responsible for any damage or injury to any persons, property or structures as a result of his handling, storage or use of explosives.
- D. Rock Clearance in Trenches
1. Ledge rock, boulders and large stones shall be removed from the sides and bottom of the trench to provide clearance for the specified embedment of each pipe section, joint or appurtenance; but in no instance shall the clearance be less than 6 inches. Additional clearance at the pipe bell or joint shall be provided to allow for the proper make-up of the joint.
  2. At the transition from an earth bottom to a rock bottom the minimum bottom clearance shall be 12 inches for a distance of not less than 5 feet.
- E. Rock Clearance at Structures

ROCK REMOVAL



312317-3

1. Concrete for structures shall be placed directly on the rock and the excavation shall be only to the elevations and grades shown on the Contract Drawings.

**3.02 EXCAVATION AND BACKFILL**

- A. Rock removal and backfilling shall be performed in accordance with the applicable provisions of the Section entitled "Earthwork".
- B. The rock excavated which cannot be incorporated into the backfill material, as specified, shall be disposed of as spoil and shall be replaced with the quantity of acceptable material required for backfilling.

-END OF SECTION-

ROCK REMOVAL

312333-1

## SECTION 312333

### TRENCHING, BACKFILLING AND COMPACTING

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. This Section includes excavation and backfill as required for pipe installation or other construction in the trench, and removal and disposal of water, in accordance with the applicable provisions of the Section entitled "Earthwork" unless modified herein.

#### PART 2 PRODUCTS

NOT USED

#### PART 3 EXECUTION

##### 3.01 EXCAVATION

- A. The trench excavation shall be located as shown on the Contract Drawings or as specified. Under ordinary conditions, excavation shall be by open cut from the ground surface. Where the depth of trench and soil conditions permit, tunneling may be required beneath cross walks, curbs, gutters, pavements, trees, driveways, railroad tracks and other surface structures. No additional compensation will be allowed for such tunneling over the price bid for open cut excavation of equivalent depths below the ground surface unless such tunnel excavation is specifically provided for in the Contract Documents.
- B. Trenches shall be excavated to maintain the depths as shown on the Contract Drawings or as specified for the type of pipe to be installed.
- C. The alignment and depth shall be determined and maintained by the use of a string line installed on batter boards above the trench, a double string line installed along side of the trench or a laser beam system.
- D. The minimum width of trench excavation shall be 6-inches on each side of the pipe hub for 21-inch diameter pipe and smaller and 12-inches on each side of the pipe hub for 24-inch diameter pipe and larger.
- E. Trenches shall not be opened for more than 300 feet in advance of pipe installation nor left unfilled for more than 100 feet in the rear of the installed pipe when work is in progress without the consent of the Engineer. Open trenches shall be protected and barricaded as required.
- F. Bridging across open trenches shall be constructed and maintained where required.

##### 3.02 SUBGRADE PREPARATION FOR PIPE

- A. Where pipe is to be laid on undisturbed bottom of excavated trench, mechanical excavation shall not extend lower than the finished subgrade elevation at any point.
- B. Where pipe is to be laid on special granular material the excavation below subgrade shall be to the depth specified or directed. The excavation below subgrade shall be refilled with special granular material as specified or directed, shall be deposited in layers not to

312333-2

exceed 6 inches and shall be thoroughly compacted prior to the preparation of pipe subgrade.

- C. The subgrade shall be prepared by shaping with hand tools to the contour of the pipe barrel to allow for uniform and continuous bearing and support on solid undisturbed ground or embedment for the entire length of the pipe.
- D. Pipe subgrade preparation shall be performed immediately prior to installing the pipe in the trench. Where bell holes are required they shall be made after the subgrade preparation is complete and shall be only of sufficient length to prevent any part of the bell from becoming in contact with the trench bottom and allowing space for joint assembly.

### **3.03 STORAGE OF MATERIALS**

- A. Traffic shall be maintained at all times in accordance with the applicable Highway Permits. Where no Highway Permit is required at least one-half of the street must be kept open for traffic.
- B. Where conditions do not permit storage of materials adjacent to the trench, the material excavated from a length as may be required, shall be removed by the Contractor, at his cost and expense, as soon as excavated. The material subsequently excavated shall be used to refill the trench where the pipe had been built, provided it be of suitable character. The excess material shall be removed to locations selected and obtained by the Contractor.
  - 1. The Contractor shall, at his cost and expense, bring back adequate amounts of satisfactory excavated materials as may be required to properly refill the trenches.
- C. If directed by the Engineer, the Contractor shall refill trenches with select fill or other suitable materials and excess excavated materials shall be disposed of as spoil.

### **3.04 REMOVAL OF WATER AND DRAINAGE**

- A. The Contractor shall at all times provide and maintain proper and satisfactory means and devices for the removal of all water entering the trench, and shall remove all such water as fast as it may collect, in such manner as shall not interfere with the prosecution of the work.
- B. The removal of water shall be in accordance with the Section entitled "Earthwork".

### **3.05 PIPE EMBEDMENT**

- A. All pipe shall be protected from lateral displacement and possible damage resulting from superimposed backfill loads, impact or unbalanced loading during backfilling operations by being adequately embedded in suitable pipe embedment material. To ensure adequate lateral and vertical stability of the installed pipe during pipe jointing and embedment operations, a sufficient amount of the pipe embedment material to hold the pipe in rigid alignment shall be uniformly deposited and thoroughly compacted on each side, and back of the bell, of each pipe as laid.
- B. Concrete cradle and encasement of the class specified shall be installed where and as shown on the Contract Drawings or ordered by the Engineer. Before any concrete is placed, the pipe shall be securely blocked and braced to prevent movement or flotation. The concrete cradle or encasement shall extend the full width of the trench as excavated

312333-3

unless otherwise authorized by the Engineer. Where concrete is to be placed in a sheeted trench it shall be poured directly against sheeting to be left in place or against a bond-breaker if the sheeting is to be removed.

- C. Embedment materials placed above the centerline of the pipe or above the concrete cradle to a depth of 12 inches above the top of the pipe barrel shall be deposited in such manner as to not damage the pipe. Compaction shall be as required for the type of embedment being installed.

### **3.06 BACKFILL ABOVE EMBEDMENT**

- A. The remaining portion of the pipe trench above the embedment shall be refilled with suitable materials compacted as specified.
  - 1. Where trenches are within the ditch-to-ditch limits of any street or road or within a driveway or sidewalk, or shall be under a structure, the trench shall be refilled in horizontal layers not more than 8 inches in thickness, and compacted to obtain 95% maximum density, and determined as set forth in the Section entitled "Earthwork".
  - 2. Where trenches are in open fields or unimproved areas outside of the ditch limits of roads, the backfilling may be by placing the material in the trench and mounding the surface.
  - 3. Hand tamping shall be required around buried utility lines or other subsurface features that could be damaged by mechanical compaction equipment.
- B. Backfilling of trenches beneath, across or adjacent to drainage ditches and water courses shall be done in such a manner that water will not accumulate in unfilled or partially filled trenches and the backfill shall be protected from surface erosion by adequate means.
  - 1. Where trenches cross waterways, the backfill surface exposed on the bottom and slopes thereof shall be protected by means of stone or concrete rip-rap or pavement.
- C. All settlement of the backfill shall be refilled and compacted as it occurs.

-END OF SECTION-

**DIVISION 32**  
**EXTERIOR IMPROVEMENTS**

321200-1

## SECTION 321216 ASPHALT PAVING

### PART 1 - GENERAL

#### 1.01 SCOPE OF WORK

- A. The hot-mix asphalt paving work includes the construction of an aggregate base course, asphalt base and wearing courses as specified herein. This work is to replace paving disturbed by the construction and any damages to paving by Contractor's operations, as well as new pavement and driveways, within the limits shown on the plans.

#### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. The general provisions of the Contract, including General Conditions and General Requirements apply to the work specified in this section.
- B. Earthwork: Section 31 20 00

#### 1.03 APPLICABLE STANDARDS

- A. All references in this section to the Standard Specifications shall refer to the most recent Edition of Standard Specifications for Road and Bridge Construction with all amendments thereto as published by the Kentucky Transportation Cabinet (KYTC).

#### 1.04 SUBMITTALS

- A. Job-Mix Designs: For each job mix proposed for the Work.
- B. Comply with the requirements of Section 013323.

#### 1.05 QUALITY ASSURANCE

- A. Hot Mix Asphalt Producer Qualifications: Engage a firm experienced in producing hot-mix asphalt similar to that indicated for this Project and with a record of successful in-service performance.
- B. Producer firms shall be qualified through the Kentucky Transportation Cabinet as an approved Asphalt Mix Producing Firm.
- C. Testing and inspection: The Contractor shall retain a qualified testing laboratory for testing and inspection.

#### 1.06 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp. Comply with the provisions of KYTC Standard Specifications [Section 403.03.01](#) for temperature requirements.
- B. Grade Control: Establish and maintain required lines and elevations.

ASPHALT PAVING

321200-2

## **PART 2 – PRODUCTS**

### **2.01 AGGREGATES**

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Aggregate Base Course: Dense Graded Aggregate Base (DGA) complying with Section 302 and 805 of the Standard Specifications.
- C. Coarse Aggregate: Sound, angular crushed stone, or crushed gravel, complying with Standard Specifications Section 805.

### **2.02 ASPHALT MATERIALS**

- A. Asphalt Binder: AASHTO MP 1, Performance Graded Binder PG 64-22 for general applications.
- B. Tack Coat: Comply with provisions in KYTC Standard Specifications Section 406.

### **2.03 MIXES**

- A. Hot-Mix Asphalt: Hot-laid, hot-mix asphalt plant mixes meeting the requirements of the Standard Specifications of the Kentucky Transportation Cabinet (KYTC) or Asphalt Institute (AI) MS-2 and complying with the following requirements:
  - 1. Base Course: Produce KYTC mixture designation Class 2 Base. There shall be no restrictions on polish resistant aggregates (utilize KYTC Type "D" aggregates). Recycled Asphalt Pavement (RAP) may be utilized in accordance with Standard Specifications Section 409.
  - 2. Surface Course: KYTC mixture designation Class 2 Surface. The mixture gradation may pass through the restricted zone and there shall be no restriction on polish resistant aggregates (utilize KYTC Type "D" aggregates). Recycled Asphalt Pavement (RAP) may be utilized in accordance with Standard Specifications Section 409.
- B. Hot-Mix Asphalt: Hot-laid, hot-mix asphalt plant mixes designed according to procedures established by the Kentucky Transportation Cabinet (KYTC) and complying with the following requirements.
  - 1. Provide mixes complying with composition, grading, and tolerance requirements Standard Specifications for the following nominal, maximum aggregate sizes:
    - a. Base Course: Mixture with a nominal maximum aggregate size of 0.75 inch with a minimum Voids in the Mineral Aggregate (VMA) of 12 percent.
    - b. Surface Course: Mixture with a nominal maximum aggregate size of 0.38 inch with a minimum VMA of 14 percent.

321200-3

## **PART 3 - EXECUTION**

### **3.01 INSPECTION**

- A. Pavement installer must examine the areas excavated and backfilled and conditions under which pavement is to be constructed. Notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until satisfactory embankments and subgrade have been established to a uniform line, properly shaped and compacted.
- B. Verify that subgrade is dry and in suitable condition to support paving and imposed loads.
- C. Proof-roll subbase using loaded dump trucks or heavy rubber-tired construction equipment to locate areas that are unstable or that require further compaction.
- D. Proceed with paving only after unsatisfactory conditions have been corrected.
- E. Repairs to Base Course: Fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact flush with adjacent surface.
- F. Patching: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

### **3.02 AGGREGATE BASE COURSES**

- A. Place aggregate base course on subgrades free of mud, frost, snow, or ice in accordance with Section 302 of the Standard Specifications.
- B. On prepared subgrade, place base course as follows:
  - 1. Shape base course to required crown elevations and cross-slope grades.
  - 2. Place base course that exceeds 9 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
  - 3. Compact base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D698 or in accordance with Section 302.03.04 of the Standard Specifications.

### **3.03 SURFACE PREPARATION**

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
  - 1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
- B. Tack Coat: Comply with provisions in Standard Specifications Section 406. Apply to the surface of concrete surfaces, existing asphalt surfaces and, when necessary, to newly constructed asphalt surfaces.



321200-4

### 3.04 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Comply with applicable provisions of KYTC Standard Specifications Section 403 for delivery, placement, spreading and compaction of the mixture.
1. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent.

### 3.05 FIELD QUALITY CONTROL

- A. Thickness Tolerances: Compact each course to produce the thickness indicated within the following tolerances:
1. Aggregate and asphalt base Course: Plus or minus 1/2 inch.
  2. Asphalt surface course: Plus or minus 1/4 inch.
  3. Provide a minimum fall of 2% to facilitate drainage unless otherwise indicated on the Drawings.
- B. Surface Smoothness: Compact each course to produce a surface smoothness with the following tolerances as determined using a 10-foot straightedge applied transversely or longitudinally to paved areas:
1. Aggregate base course: 3/8 inch.
  2. Asphalt base course: 1/4 inch.
  3. Asphalt surface course: 1/8 inch.
  4. Crowned surfaces: Test with crowned template centered and at a right angle to crown. Maximum allowable variance from template is 1/4 inch.
- C. In-Place Density: Field density test of in-place compacted aggregate base will be determined by nuclear method in accordance with ASTM D 2940. Field density of in-place compacted pavement will be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726. Test will be made for every 1,000 square yards or less of installed pavement.
- D. Core Sampling: If required to confirm either thickness tolerances or compaction of asphalt courses, core samples shall be taken and tested according to ASTM D 3549 for thickness and ASTM D 1188 or ASTM D 2726 for compaction. Determination of need for core samples will be made by the Engineer.

- END OF SECTION -

321540-1

## SECTION 321540

### CRUSHED STONE SURFACING

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

- A. Furnish and install crushed stone for miscellaneous uses as shown on the Drawings, as called for in the Specifications.
- B. Sizes, types, and quality of crushed stone are specified in this Section, but its use for replacement of unsuitable material, pavement base, and similar uses is specified in detail elsewhere in the Specifications. The Engineer may order the use of crushed stone for purposes other than those specified in other Sections, if, in his opinion, such use is advisable. Payment for same will be subject to negotiation.

#### PART 2 - PRODUCTS

##### 2.01 MATERIALS

- A. When referred to in these Specifications, crushed stone shall be Number 57 graded in accordance with the Kentucky Department of Highways, Standard Specifications, latest edition, unless otherwise noted.
- B. When referred to in these Specifications, dense graded aggregate (DGA) shall be crushed stone classified by the Kentucky Department of Highways, Standard Specifications, latest edition, and conforming to the following requirements:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 Inch	100
3/4 Inch	70 - 100
1/2 Inch	50 - 80
#4	30 - 65
#10	17 - 50
#40	8 - 30
#200	2 - 10

#### PART 3 - EXECUTION

##### 3.01 INSTALLATION

- A. Crushed stone shall be placed and compacted in accordance with the Kentucky Department of Highways, Standard Specifications.
- B. Crushed stone shall be placed in those areas as shown on the Drawings.

-- END OF SECTION --

CRUSHED STONE SURFACING

329200-1

**SECTION 329200**  
**TURF & GRASSES**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. Provide all labor, materials, equipment, and services required for seeding of all disturbed areas caused by construction activities and for installation of sod where indicated on the Contract Drawings or specified herein. **The Rowan Water Inc. KY 158 project, the contractor shall complete final cleanup at the end of each work day.**

**1.02 RELATED DOCUMENTS**

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to Work of this Section.
- B. SECTION 312000 – EARTH MOVING

**1.03 MAINTENANCE**

- A. Maintenance shall begin immediately following the last operation of installation for each portion of lawn.
- B. Lawns shall be maintained by watering, mowing, and for resodding for a period of forty-five (45) days. At the end of this period an inspection will be made and any deficiencies, which may be attributable to the Contractor, will be noted in writing. At this time, the Owner will assume the maintenance. Another inspection will be made at the beginning of the next planting season, and any of the previously noted deficiencies still existing shall be repaired by the Contractor.

**1.04 INSPECTION FOR ACCEPTANCE**

- A. The Inspection of the Work:
  - 1. The inspection of the work of lawns to determine the completion of contract work exclusive of the possible replacement of plants, will be made by the Architect/Engineer upon written notice requesting such inspection submitted by the Contractor at least ten (10) days prior to the anticipated date.
- B. Acceptance:
  - 1. After inspection, the Contractor will be notified in writing by the Owner of acceptance of all work of this Section, exclusive of the possible replacement of plants subject to guaranty, or if there are any deficiencies of the requirements of completion of the Work.

**PART 2 - PRODUCTS**

**2.01 WATER**

LAWNS AND GRASSES

329200-2

- A. Water used in this work shall be suitable for irrigation and free from ingredients harmful to plant life.
- B. Hose and other watering equipment required for the Work shall be furnished by the Contractor.

**2.02 TOPSOIL**

- A. The Contractor shall furnish and place sufficient topsoil for the seeding and installation of sod.

**2.03 FERTILIZER**

- A. Commercial fertilizer for lawn areas shall be complete fertilizer, formula 10-10-10, for lawns and shall conform to the applicable state fertilizer laws. Fertilizer shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guarantee analysis. Any fertilizer which becomes caked or otherwise damaged making it unsuitable for use will not be accepted.
- B. Fertilizer shall be applied at the rate of 25 pounds per 1,000 square feet.

**2.04 GRASS SEED**

- A. The seed mixture to be sown shall be in the following proportions:

<u>Common Name</u>	<u>Proportion By Weight</u>	<u>% of Purity</u>	<u>% of Germination</u>
Fine Lawn Fescue	40	90	85
Chewings Fescue	25	90	85
Italian Rye Grass	20	90	85
Red Top	10	90	85
White Clover	5	95	90

- B. All seed shall be fresh and clean and shall be delivered mixed, in unopened packages, bearing a guaranteed analysis of the seed mixture.
- C. Germination must be certified to conform to the following minimums:

Purity	90%
Germination	85%

**2.05 SOD**

- A. Sod shall be at least 70% Bluegrass, strongly rooted and free of pernicious weeds.
- B. It shall be mowed to a height not to exceed 3" before lifting, and shall be of uniform thickness with not over 1-1/2" or less than 1" of soil.

**2.06 MULCH**

- A. Mulch for seeded areas shall be Conwed Hydro Mulch, Silva-Fiber, or equal. It shall be suitable for use in a water slurry or for application with hydraulic equipment.

329200-3

- B. Clean straw is acceptable as mulch. It shall be spread at the rate of one (1) bale per 1,000 feet (approximately 2 inch loose depth).
- C. Mulch on slopes greater than 1: 3 shall be held in place with erosion control netting.
- D. Mulch on areas subject to surface water run-off or in drainage ditches shall be held in place with erosion control netting.

### **PART 3 - EXECUTION**

#### **3.01 TIME OF PLANTING**

- A. Planting operations shall be conducted under favorable weather conditions during seasons which are normal for such work as determined by accepted practice in the locality of the project. At the option and on full responsibility of the Contractor, planting operations may be conducted under unseasonable conditions without additional compensation.

#### **3.02 LAWNS**

- A. Areas to be sodded are designated on the Drawings. All other lawn areas, including areas of cut and fill and where existing ground has been disturbed by construction operations shall be seeded.
- B. Fertilizer:
  - 1. Fertilizer shall be applied at the rate of 25 pounds per 1,000 square feet to the lawn area being prepared for planting and mixed lightly into the top few inches of topsoil. Fertilizer may be mixed with and distributed with grass seed.
- C. Planting of Lawns:
  - 1. Sowing of Seed:
    - a. Immediately before any seed is to be sown, the ground shall be scarified as necessary, and shall be raked until the surface is smooth, friable and of uniformly fine texture. Lawn areas shall be seeded evenly with a mechanical spreader at the rate of 4 pounds per 1,000 square feet of area, lightly raked, rolled with a 200-pound roller and watered with a fine spray. The method of seeding may be varied at the discretion of the Contractor on his own responsibility to establish a smooth, uniform turf composed of the grasses specified. The sowing of seed shall be done only within the season extending from March 1st to May 15th and from September 1st to October 15th, unless other seasons may be approved by the Owner.
  - 2. Laying of Sod:
    - a. Before any sod is laid, all soft spots and inequalities in grade shall be corrected. Fertilizer spread shall be raked in. Sod shall be laid so that no voids occur, tamped or rolled and then thoroughly watered. The complete sodded surface shall be true to finished grade, even and firm at all points. Sodding shall be done only within the seasons extending from

LAWNS AND GRASSES

329200-4

March 1st to May 15th and from September 1st to October 15th, unless other seasons may be approved by the Owner.

3. Sod on Slopes:
  - a. Sod on slopes 2 to 1 or steeper shall be held in place by wooden pins about 1-inch square and about 6 inches long driven through the sod into the soil until they are flush with the top of the sod, or by other approved methods for holding the sod in place.
4. Mulching:
  - a. All seeded areas are to be mulched with Conwed Hydro Mulch, Silva-Fiber, or equal, or with clean straw as specified under PRODUCTS. Mulch shall be applied at the rate of 1,500 pounds per acre. It may be applied with hydraulic equipment or may be added to the water slurry in a hydraulic seeder and the seeding and mulching combined in one operation. Clean straw may be spread by hand to cover the seeded areas at a depth of two (2) inches. Erosion control netting shall be installed and anchored per manufacturer's instructions in areas of slopes, ditches, or surface water runoff.

### **3.03 CLEAN UP**

- A. All soil, peat or similar material which has been brought over paved areas by hauling operations or otherwise, shall be removed promptly, keeping these areas clean at all times. Upon completion of the planting all excess soil, stone and debris which have not previously been cleaned up shall be removed from the site or disposed of as directed by the Owner. All lawns shall be prepared for final inspection.

### **3.04 OTHER WORK**

- A. The Contractor also shall be responsible for the repair of any damage caused by his activities or those of his subcontractors, such as the storage of topsoil or other materials, operations or equipment, or other usages to all on-site areas outside the contract limits. Such repair operations shall include any regrading, seeding or other work necessary to restore such areas to an acceptable condition.

### **3.05 QUALITY CONTROL**

- A. Areas seeded shall be protected until a uniform stand develops, when it will be accepted and the Contractor relieved of further responsibility for maintenance. Displaced mulch shall be replaced or any damage to the seeded area shall be repaired promptly, both in a manner to cause minimum disturbance to the existing stand of grass. If necessary to obtain a uniform stand, the Contractor shall refertilize, reseed and remulch as needed. Scattered bare spots up to one (1) square yard in size will be allowed up to a maximum of 10 percent of any area.

- END OF SECTION -

## DIVISION 33

## UTILITIES



330507-1

**SECTION 330507**  
**BORING AND JACKING**

**PART 1 - GENERAL**

**1.01 SCOPE OF WORK**

- A. Provide all labor, materials, equipment and services required to furnish and install all bored and jacked carrier pipes in encasement pipes under railroad and highway crossings as shown on the Drawings and/or specified herein.

**1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. SECTION 312000 – EARTH MOVING
- B. SECTION 312213 – ROUGH GRADING
- C. SECTION 331413 – WATER DISTRIBUTION PIPING

**1.03 SUBMITTALS**

- A. Descriptive literature, catalog cuts, and dimensional prints clearly indicating all dimensions and materials of construction, shall be submitted on all items specified herein to the Engineer for review before ordering.
- B. At the time of submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the submittals may have from the requirements of the Contract Drawings and Specifications.
- C. Comply with all requirements of DIVISION 01.

**1.04 EXISTING CONDITIONS**

- A. The existing piping and other utilities shown on the Contract Drawings is based on the best available information. The Engineer makes no guarantee as to the accuracy of the locations or type of piping or utility depicted. All new piping which ties into existing lines must be made compatible with that piping.
- B. So that piping conflicts may be avoided, Contractor shall locate the utility (vertically & horizontally) well ahead of the pipe laying operation to confirm exact locations of existing piping before installing any new piping.
- C. Contractor shall provide all fittings and adapters necessary to complete all connections to existing piping.

**BORING AND JACKING**



330507-2

**PART 2 - PRODUCTS**

**2.01 CARRIER PIPE**

A. Carrier pipe shall be as specified in the applicable Division 33 section unless otherwise noted.

**2.02 CASING PIPE**

A. Casing pipe shall be steel, plain end, have a minimum yield point strength of 35,000 psi and conform to ASTM A 252 Grade 2 or ASTM A 139 Grade B without hydrostatic tests. The steel pipe shall have welded joints and be in at least 18 foot lengths.

B. The diameter of the casing pipe shall be as follows:

Carrier Pipe Nominal Diameter (Inches)															
4	6	8	10	12	14	16	18	20	22	24	26	28	30	33	36
Casing Pipe Nominal Diameter (Inches)															
10	12	14	16	18	20	22	24	26	28	30	33	36	40	44	50

For carrier pipe sizes greater than 36-inches nominal diameter, the casing pipe diameter size shall be determined by the Engineer or as shown on the Contract Drawings.

C. The wall thickness of the casing pipe shall be as follows:

Casing Pipe Nominal Diameter (Inches)								
Under 20	20 & 22	24	30	36	38	42	48	50
Casing Pipe Nominal Thickness (Inches)								
.375"	.375"	.375"	.406"	.469"	.500"	.562"	.625"	.656"

However, should casing pipe thickness be specified or required on Highway or Railroad permit approval sheets, said permit thickness requirement shall govern. Permit approval sheets will be made available to the Contractor.

**2.3 CASING SPACERS**

A. **Stainless Steel Casing Spacers:** Stainless steel casing spacers shall be bolt-on style with a shell made in two (2) sections of heavy T-304 stainless steel. Connecting flanges shall be ribbed for extra strength. The shell shall be lined with a PVC liner .090" thick with 85-90 durometer. All nuts and bolts are to be 18-8 stainless steel. Runners shall be made of ultra high molecular weight polymer with inherent high abrasion resistance and a low coefficient of friction. Runners shall be supported by risers made of heavy T-304 stainless steel. The supports shall be mig welded to the shell and all welds shall be fully passivated. Stainless steel casing spacers shall be made by Cascade Waterworks Mfg. Co., or equal.

330507-3

- B. Solid Polyethylene Casing Spacers (to be used with PVC pipe only): Solid polyethylene casing spacers shall be bolt-on style with a shell made in two (2) sections. Carrier pipe shall be wrapped with rubber strap inside casing space to prevent slippage. All nuts and bolts are to be 18-8 stainless steel. Solid polyethylene casing spacers shall be made by Calpico Inc., Advance Products & Systems, Inc., or equal.

#### **2.04 CASING END SEALS**

- A. Wrap-around end seals - Wrap-around end seals shall be made of a waterproof flexible coal tar membrane reinforced with fiberglass, or synthetic rubber. The two exposed edges of the wrap-around seal shall be adhesively bonded forming a watertight seal. The ends of the wrap shall be sealed on the casing and carrier pipe by stainless steel bands. Wrap-around end seals shall be made by Calpico Inc., Advance Products & Systems, Inc., or equal.
- B. Upon approval the by Engineer, in lieu of wrap-around end seals, each end of the casing pipe and the carrier pipe shall be wrapped with two (2) layers of roofing felt.

### **PART 3 - EXECUTION**

#### **3.01 CROSSINGS - GENERAL**

- A. Where designated on the drawings, crossings beneath state maintained roads, not to be disturbed shall be accomplished by boring and jacking a casing pipe.
- B. Steel casing pipe for crossings shall be bored and/or jacked (or open cut installed where indicated on the Drawings) into place to the elevations shown on the drawings. All joints between lengths shall be solidly butt-welded with a smooth non-obstructing joint inside. The casing pipe shall be installed without bends. The carrier pipe shall be installed after the casing pipe is in place, and shall extend a minimum of two (2) feet beyond each end of the casing to facilitate making joint connections. The carrier shall be braced and centered with casing spacers within the casing pipe to preclude possible flotation. Casing spacers shall be installed a maximum of eight (8) feet apart along the length of the carrier pipe within the casing pipe, within two (2) feet of each side of a pipe joint, and the rest evenly spaced. The height of the supports and runners combined shall be sufficient to keep the carrier pipe at least 0.75" from the casing pipe wall at all times. Manufacturer's recommendations may govern these requirements.
- C. At each end of the casing pipe, the carrier pipe shall be sealed with casing end seals. The end seals shall extend a minimum of 12 inches in each direction from the end of the casing pipe.
- D. Wood skids are not an acceptable method of supporting the carrier pipe.

#### **3.02 BORING AND JACKING**

- A. The Contractor shall excavate his own pits, as he may deem necessary, and will set his own line and grade stakes which shall be checked by the Engineer. Permits, as required, will be furnished or obtained by the Owner, but shall be in the Contractor's hands before any excavating is commenced.

**BORING AND JACKING**

330507-4

- B. The boring method shall consist of pushing the pipe into the earth with a boring auger rotating within the pipe to remove the spoil.
1. The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that there will be no unsupported excavation ahead of the pipe.
  2. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. If the obstruction cannot be removed without excavation in advance of the pipe, the pipe shall be abandoned in place and immediately filled with grout.
  3. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than 2 inch. If voids should develop or if the bored hole diameter is greater than the outside diameter of the pipe by more than approximately 1 inch, grouting or other approved methods must be used to fill such voids.
  4. The face of the cutting head shall be arranged to provide a reasonable obstruction to the free flow of soft or poor material.
  5. Any method which does not have this boring arrangement will not be permitted. Contractor's boring arrangement plans and methods must be submitted to, and approved by, the Engineer.
- C. In the event an obstruction is encountered in boring which cannot be removed and it becomes necessary to withdraw the casing and commence elsewhere, the hole from which the casing is withdrawn shall be completely backfilled with coarse sand rammed in.
- D. Insurance to be furnished by the Contractor to cover this type of work shall be adequate to meet the requirements of the Railroad and/or State or County Highway Departments. Insurance shall consist of comprehensive general liability and automobile liability insurance.
- E. Before award of the contract, the Contractor shall furnish a statement of his experience of such work, or if inexperienced, shall advise the Owner as to whom he will sublet the work and give a statement of the experience of the subcontractor, which shall be satisfactory to the Owner.

### **3.03 CONTRACTOR'S RESPONSIBILITIES**

- A. Obtain a copy of the Highway Encroachment and/or Railroad Permit before beginning construction.
- B. Attend a preconstruction meeting at the construction site with the City Inspector, Railroad Inspector, Highway Inspector Engineer, and Contractor being present.

- END OF SECTION -

BORING AND JACKING

331413-1

**SECTION 331413**  
**WATER DISTRIBUTION PIPING**

**PART 1 - GENERAL**

**1.01 SCOPE OF WORK**

- A. Provide all labor, materials, equipment and services required for furnishing and installing all piping and appurtenances specified herein.

**1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. SECTION 331419 – VALVES & HYDRANTS

**1.03 SUBMITTALS**

- A. A notarized certification shall be furnished for all pipe and fittings that verifies compliance with all applicable specifications.
- B. The requirement for this certification does not eliminate the need for shop drawings submittals in compliance with DIVISION 01.

**1.04 EXISTING CONDITIONS**

- A. The existing piping shown on the Contract Drawings is based on the best available information. The Engineer makes no guarantee as to the accuracy of the locations or type of piping depicted. All new piping which ties into existing lines must be made compatible with that piping.
- B. So that piping conflicts may be avoided, Contractor shall open up his trench well ahead of the pipe laying operation to confirm exact locations of existing piping before installing any new piping.
- C. Contractor shall provide all fittings and adapters necessary to complete all connections to existing piping.

**1.05 UTILITY LINE ACTIVITIES COVERED UNDER NATIONWIDE PERMIT # 12**

- A. All activities involving utility line construction covered under the US Army Corps of Engineers NATIONWIDE PERMIT # 12 shall meet the following conditions:
  - 1. Utility Line Activities. Activities required for the construction, maintenance, repair, and removal of utility lines and associated facilities in waters of the United States, provided the activity does not result in the loss of greater than 1/2-acre of waters of the United States for each single and complete project. Utility lines: This NWP authorizes the construction, maintenance, or repair of utility lines, including outfall and intake structures, and the associated excavation, backfill, or bedding for the utility lines, in all waters of the United States, provided there is no change in pre-construction contours. This NWP also authorizes temporary structures, fills, and work necessary to conduct the utility line activity.
  - 2. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures,

331413-2

work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

3. Notification: The permittee must submit a pre-construction notification to the US Army Corps district engineer prior to commencing the activity if any of the following criteria are met: (1) The activity involves mechanized land clearing in a forested wetland for the utility line right-of-way; (2) a section 10 permit is required; (3) the utility line in waters of the United States, excluding overhead lines, exceeds 500 feet; (4) the utility line is placed within a jurisdictional area (i.e., water of the United States), and it runs parallel to or along a stream bed that is within that jurisdictional area; (5) discharges that result in the loss of greater than 1/10-acre of waters of the United States; (6) permanent access roads are constructed above grade in waters of the United States for a distance of more than 500 feet; or (7) permanent access roads are constructed in waters of the United States with impervious materials.

- B. All activities involving utility line construction covered under KENTUCKY GENERAL CERTIFICATION of Nationwide Permit # 12 shall meet the following conditions:

The general Water Quality Certification applies to surface waters of the Commonwealth as defined in 401KAR10:001 Chapter 10, Section 1(80): Surface waters means those waters having well-defined banks and beds, either constantly or intermittently flowing, lakes and impounded waters; marshes and wetlands; and any subterranean waters flowing in well-defined channels and having a demonstrable hydrologic connection with the surface.

1. The activity will not occur within surface waters of the Commonwealth identified by the Kentucky Division of Water as Outstanding State or National Resource Water, Cold Water Aquatic Habitat, or Exceptional Waters.
2. The activity will not occur within surface waters of the Commonwealth identified as perpetually-protected (e.g. deed restriction, conservation easement) mitigation sites.
3. This general water quality certification does not authorize the installation of utility lines in a linear manner within the stream channel or below the top of the stream bank.
4. For a single crossing, impacts from the construction and maintenance corridor in surface waters shall not exceed 50 feet of bank disturbance.
5. This general certification shall not apply to nationwide permits issued for individual crossings which are part of a larger utility line project where the total cumulative impacts from a single and complete linear project exceed 1/2 acre of wetlands or 300 linear feet of surface waters. Cumulative impacts include utility line crossings, permanent or temporary access roads, headwalls, associated bank stabilization areas, substations, pole or tower foundations, maintenance corridor, and staging areas.
6. Stream impacts under Conditions 4 and 5 of this certification are defined as the length of bank disturbed. For the utility line crossing and roads, only one bank length is used in calculation of the totals.

331413-3

7. Stream impacts covered under this General Water Quality Certification and undertaken by those persons defined as an agricultural operation under the Agricultural Water Quality Act must be completed in compliance with the Kentucky Agricultural Water Quality Plan (KWQP).
8. The Kentucky Division of Water may require submission of a formal application for an individual certification for any project if the project has been determined to likely have a significant adverse effect upon water quality or degrade the waters of the Commonwealth so that existing uses of the water body or downstream waters are precluded.
9. Activities that do not meet the conditions of this General Water Quality Certification require an Individual Section 401 Water Quality Certification.
10. Blasting of stream channels, even under dry conditions, is not allowed under this general water quality certification.
11. Utility lines placed parallel to the stream shall be located at least 50 feet from an intermittent or perennial stream, measured from the top of the stream bank. The cabinet may allow construction within the 50 foot buffer if avoidance and minimization efforts are shown and adequate methods are utilized to prevent soil from entering the stream.
12. Utility line stream crossings shall be constructed by methods that maintain flow and allow for a dry excavation. Water pumped from the excavation shall be contained and allowed to settle prior to re-entering the stream. Excavation equipment and vehicles shall operate outside of the flowing portion of the stream. Spoil material from the excavation shall not be allowed to enter the flowing portion of the stream.
13. The activities shall not result in any permanent changes in pre-construction elevation contours in surface waters or wetlands or stream dimension, pattern or profile.
14. Utility line activities which impact wetlands shall not result in conversion of the area to non-wetland status. Mechanized land clearing of forested wetlands for the installation or maintenance of utility lines is not authorized under this certification.
15. Activities qualifying for coverage under this General Water Quality Certification are subject to the following conditions:
  - a. Erosion and sedimentation pollution control plans and Best Management Practices must be designed, installed, and maintained in effective operating condition at all times during construction activities so that violations of state water quality standards do not occur.
  - b. Sediment and erosion control measures, such as check-dams constructed of any material, silt fencing, hay bales, etc., shall not be placed within surface waters of the Commonwealth, either temporarily or permanently, without prior approval by the Kentucky Division of Water's Water Quality Certification Section. If placement of sediment and erosion control measures in surface waters is unavoidable, design and placement of temporary erosion control measures shall not be conducted in such a manner that may result in instability of streams that are adjacent to, upstream, or downstream of the structures. All sediment and erosion control devices shall be removed and the natural grade restored within the completion timeline of the activities.

331413-4

- c. Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
- d. Removal of riparian vegetation shall be limited to that necessary for equipment access.
- e. To the maximum extent practicable, all in-stream work under this certification shall be performed under low-flow conditions.
- f. Heavy equipment, e.g. bulldozers, backhoes, draglines, etc., if required for this project, should not be used or operated within the stream channel. In those instances in which such in-stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize turbidity and disturbance to substrates and bank or riparian vegetation.
- g. Any fill shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If rip-rap is utilized, it should be of such weight and size that bank stress or slump conditions will not be created because of its placement.
- h. If there are water supply intakes located downstream that may be affected by increased turbidity and suspended solids, the permittee shall notify the operator when such work will be done.
- i. Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the Kentucky Division of Water shall be notified immediately by calling (800) 928-2380.

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

#### **1.06 CONSTRUCTION IN A FLOODPLAIN**

- A. No material shall be placed in the stream or in the flood plain to form construction pads, coffer dams, access roads, etc. unless prior approval has been obtained from the Environmental and Public Protection Cabinet.
- B. The trench shall be backfilled as closely as possible to the original contour. All excess material from construction of the trench shall be disposed of outside the flood plain unless the applicant has received prior approval from the Cabinet to fill within the flood plain.

### **PART 2 - PRODUCTS**

#### **2.01 POLYVINYL CHLORIDE PLASTIC (PVC) PIPE**

- A. AWWA C-900
  - 1. 4-inch through 12-inch - PVC plastic pipe shall conform to ANSI/AWWA C-900, DR 18 pressure class 235. PVC pipe shall have a maximum laying length of 20 feet, with bell end and elastomeric gasket, and with plain end for cast-iron or ductile-iron fittings. Elastomeric gasket shall conform with the requirements of ASTM F-477. The seal of the National Sanitation Foundation Testing Laboratory must appear on each pipe
- B. CLASS 200 & 250
  - 1. Polyvinyl chloride (PVC) pipe for water mains shall be Class 200 (SDR 21) or Class 250 (SDR 17) PVC pressure rated pipe as shown on the Drawings or indicated in

331413-5

- the proposal form with either twin gasket joints or integral bell joints with rubber O-ring seals.
2. All PVC pipe shall conform to the latest revisions of ASTM D-1784 (PVC Compounds), ASTM D-2241 (PVC Plastic Pipe, SDR) and ASTM D-2672 (Bell-End PVC Pipe). Rubber gasketed joints shall conform to ASTM D-3139. The gaskets for the PVC pipe joint shall conform to ASTM F-477 and D-1869.
  3. Couplings shall be furnished by the pipe manufacturer and shall accommodate the pipe for which they are used. Rubber gasket joints shall provide adequate expansion to allow for a 50 degree change in temperature on one length of pipe. Lubrication for rubber connected couplings shall be water soluble, non-toxic, be non-objectionable in taste and odor and have no deteriorating affect on the PVC or rubber gaskets and shall be as supplied by the pipe manufacturer. Couplings shall conform to ASTM D-3139; SDR-21, 200 psi.
  4. All pipe and couplings shall bear identification markings that will remain legible during normal handling, storage and installation, which have been applied in a manner that will not reduce the strength of the pipe or coupling or otherwise damage them. Pipe and coupling markings shall include the normal size and OD base, material code designation, dimension ratio number, ASTM Pressure Class, ASTM designation number for this standard, manufacturer's name or trademark, seal (mark) of the testing agency that verified the suitability of the pipe material for potable-water service. Each marking shall be applied at intervals of not more than 5 feet for the pipe and shall be marked on each coupling.
- C. Fittings shall be pressure class 350 ductile iron and have mechanical-joints or push-on joints in accordance with ANSI/AWWA C110/A21.10, latest revision, and shall conform to the details and dimensions shown therein. Fittings shall have interior cement-mortar lining as specified hereinbefore for the pipe. Compact ductile iron fittings meeting the requirements of ANSI/AWWA C153/A21.53, latest revision, will also be acceptable.
- D. The basis of acceptance of PVC plastic water main pipe will be a written, notarized certification, accompanied by a copy of test results, that the pipe and pipe material has been sampled, tested and inspected in accordance with the designated standard specifications. These certifications shall be obtained from the manufacturer and delivered to the Engineer's or Owner's representative on the project site. A sufficient number of tests and certifications shall be made so as to be representative of the complete project. Copies of the test results shall be kept on file by the manufacturer and shall be available for review by the Engineer or Owner upon request.
- E. Pipe shall be visually inspected on the project site for proper markings which shall include manufacturer's name or trademark, nominal pipe size, pressure rating for water at 73.4 degrees F., plastic pipe material designation code (e.g. PVC 1120), dimension ratio, AWWA or ASTM designation and pressure class with which the pipe complies, and the National Sanitation Foundation NSF 14 Seal of Approval for drinking water.

## 2.02 DUCTILE IRON PIPE (D.I.P.)

- A. AWWA C150/AWWA C151
1. Ductile iron pipe (D.I.P.) shall conform to ANSI/AWWA C150/A21.50, ANSI/AWWA C151/A21.51 Standard. The pipe shall conform to thickness class 350 unless noted otherwise. All pipe, fittings and joints should be capable of accommodating pressure up to 350 psi. Joint restraints required. SEE SECTION 012500 PRODUCTS & SUBSTITUTIONS.



331413-6

2. All pipe shall be tar coated outside and shall receive a standard cement lining with bituminous seal coat on the inside in accordance with ASA Specification A21.40 (AWWA-C104).
3. Cement mortar lining and seal coating for pipe where applicable, shall be in accordance with ANSI/AWWA C104/A21.4. Bituminous outside coating shall be in accordance with ANSI/AWWA C151/A21.51 for pipe and ANSI/AWWA C110/A21.10 for fittings.
4. No separate pay item has been established for fittings and no determination of the number of fittings required on the job has been made. The Contractor, during the bidding phase, shall determine the number of fittings required on the job and include the cost of the fittings and installation in the unit price for pipe.
5. Push-on type joints shall be single rubber gasket, with cast gasket socket and recessed bell with a tapered annular opening and flared socket and shall conform to ANSI/AWWA C111/A21.11. Plain spigot ends shall be suitably beveled to permit easy entry into the bell, centering and compressing the gasket.
6. Ductile iron flanged joint pipe shall conform to ANSI/AWWA C115/A 21.15 Standard and have a Class of 350. The pipe shall have a rated working pressure of 350 psi with Class 125 flanges. Gaskets shall be ring gaskets with a thickness of 1/8-inch. Flange bolts shall conform to ANSI B16.1.
7. Flanged fittings shall meet all requirements of ANSI/AWWA C110/A21.10 and have Class 125 flanges. Fittings shall accommodate a working pressure up to 350 psi and be supplied with all accessories.
8. River crossing pipe shall be ductile iron with ball and socket type joint. The joint shall be boltless with restraint provided by a bayonet-type locking of the retainer over the bell. All pipe components shall be rugged, high strength ductile iron. The barrel is cast of 60-42-10 ductile iron in accordance with American National Standard A21.51. The bell, ball, and retainer are cast of 70-50-05 ductile iron in accordance with the applicable requirements of American National Standard A21.10. The gasket will be of high quality rubber and symmetrical in shape. The first and last section of river crossing pipe shall be furnished with mechanical joint ends suitable for connection to the remaining system piping.
9. Restraint glands or fittings shall be either "Meg-a-Lug" or "Series 100" or "Series 1200" as manufactured by EBBA Iron Sales, Inc., Eastland, Texas.
10. Restrained Joint Pipe:
  - a. Restrained joints for 4" through 16" push-on joint pipe installation is required and indicated in the project plans or specifications, restrained push-on joint pipe and fittings utilizing ductile iron components shall be provided.
  - b. Restrained joint pipe shall be ductile iron manufactured in accordance with the requirements of ANSI/AWWA C151/A21.51. Push-on joints for such pipe shall be in accordance with ANSI/AWWA C111/A21.11. Pipe thickness shall be designed in accordance with ANSI/AWWA C150/A21.50, and shall be based on laying conditions and internal

331413-7

pressures as stated in the project plans and specifications. Pipe shall be U.S. Pipe TR FLEX pipe or equal.

- c. Restrained joint fittings shall be ductile iron in accordance with applicable requirements of ANSI/AWWA C110/A21.10 with the exception of the manufacturer's proprietary design dimensions. Push-on joints for such fittings shall be in accordance with ANSI/AWWA C111/A21.11. Fittings shall be U.S. Pipe TR FLEX fittings or equal.
- d. Cement mortar lining and seal coating for pipe and fittings, where applicable, shall be in accordance with ANSI/AWWA C104/A21.4. Bituminous outside coating shall be in accordance with ANSI/AWWA C151/A21.51 for pipe and ANSI/AWWA C110/A21.10 for fittings.
- e. Restrained push-on joints for pipe and fittings shall be designed for a water working pressure of 350 psi in sizes 4" through 24" and 250 psi for sizes 30" through 54".
- f. Restrained push-on joint pipe and fittings shall be capable of being deflected after assembly.

## 2.03 HIGH-DENSITY POLYETHYLENE AWWA C906

### A. AWWA C906

- 1. General: This section is for High-density Polyethylene AWWA C906 and NSF 14 Approved Pipe for Potable Water Service in Sizes 4" to 24" DIPS (Ductile Iron Pipe Size) and defines the characteristics and properties of high-density polyethylene pipe. This specification governs the material, pipe, fittings, butt fusion, and general construction practice for HDPE piping systems.
  - a. Pipe shall have a hydrostatic design stress rating of 800 psi based on a material with a 1,600 psi at 23° hydrostatic design basis as determined in accordance with ASTM D-2837.
  - b. Fittings shall be molded or fabricated from material meeting the same standards as the pipe.
  - c. Joints shall be made by the thermal butt fusion system. All joints shall be completely watertight, airtight and as strong as or stronger than the pipe wall, in strict accordance with the manufacturer's recommendations.
  - d. Sections of polyethylene pipe shall be joined into continuous lengths on the job site above ground. The joining method shall be the heat fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The heat fusion equipment used in the joining procedures shall be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, temperature requirements of 400°F, alignment, and 150 psi interfacial fusion pressure.
  - e. Heat fusion joining shall be 100% efficient offering a joint weld strength equal to or greater than the tensile strength of the pipe. Socket fusion shall not be used.

331413-8

2. References: Where all or part of a Federal, ASTM, ANSI, AWWA, etc., standard specification is incorporated by reference in these Specifications, the reference standard shall be the latest edition and revision and considered a part of these specifications.
3. Material: Materials used for the manufacture of polyethylene pipe and fittings shall be extra high molecular weight, high density PE 3408 polyethylene resin. The material shall be listed by PPI (Plastics Pipe Institute, a division of the Society of the Plastics Industry) in PPI TR-4 with a 73°F hydrostatic design basis of 1,600 psi and a 140°F hydrostatic design basis of 800 psi. The PPI listing shall be in the name of the pipe manufacturer and shall be based on ASTM D 2837 testing.
4. Pipe and Fittings: Qualification of Manufacturers. The Manufacturer shall have manufacturing and quality assurance facilities capable of producing and assuring the quality of the pipe and fittings required by these Specifications. The Manufacturer's production facilities shall be open for inspection by the Owner or his Authorized Representative.
  - a. Pipe: Pipe supplied under this specification shall have a nominal DIPS (Ductile Iron Pipe Size) OD unless otherwise specified. The DR (Dimension Ratio) and the pressure rating of the pipe supplied shall be as shown on the drawings. The pipe shall be produced from approved HDPE pipe grade resin with the nominal physical properties as specified in the appropriate ASTM specifications for the sizes indicated. Pipe having a diameter 3" and larger will be made to the dimensions and tolerances specified in ASTM F 714.

The pipe shall contain no recycled compound except that generated in the manufacturer's own plant. The pipe shall be homogeneous throughout and free of visible cracks, holes, voids, foreign inclusions, or other defects that may affect the wall integrity.

- b. Pipe Performance: The pipe will be extruded from resin meeting the specifications of ASTM D 3350 with a minimum cell classification of 345464C.
- c. Fittings: HDPE fittings shall be in accordance with ASTM D 3261 and shall be manufactured by injection molding, a combination of extrusion and machining, or fabrication from HDPE pipe conforming to this specification. The fittings shall be fully pressure rated and provide a working pressure equal to that of the pipe with an included 2:1 safety factor. The fittings shall be manufactured from the same base resin type and cell classification as the pipe itself. The fittings shall be homogeneous throughout and free from cracks, holes, foreign inclusions, voids, or other injurious defects.
- d. Molded Fittings. Molded fittings shall be manufactured and tested in accordance with ASTM D 3261 and shall be so marked. Molded fittings shall be tested in accordance with AWWA C906.
- e. X-Ray Inspection. The Manufacturer shall submit samples from each molded fittings production lot to x-ray inspection.
- f. Fabricated Fittings. Fabricated fittings shall be made by heat fusion joining specially machined shapes cut from pipe, polyethylene sheet stock or molded fittings. Fabricated fittings shall be rated for internal pressure

331413-9

service at least equal to the full service pressure rating of the mating pipe. Fabricated fittings shall be tested in accordance with AWWA C906.

- g. Polyethylene Flange Adapters. Flange adapters shall be made with sufficient throughbore length to be clamped in a butt fusion-joining machine without the use of a stub-end holder. The sealing surface of the flange adapter shall be machined with a series of small v-shaped grooves (serrations) to promote gasketless sealing, or restrain the gasket against blowout.
5. Joining - Butt Fusion: Sections of polyethylene pipe shall be joined by the butt fusion process into continuous lengths at the job site. The joining method shall be the heat fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The heat fusion equipment used in the joining procedures should be capable of meeting all conditions recommended by the pipe manufacturer. Properly executed electrofusion fittings may be used. Extrusion welding or hot gas welding of HDPE shall not be used for pressure pipe applications or fabrications where shear or structural strength is important. Mechanical joint adapters, flanges, unions, grooved-couplers, transition fittings, and some mechanical couplings may be used to mechanically connect HDPE pipe. Refer to the manufacturer's recommendations.
6. Joining - Other Means: Polyethylene pipe and fittings may be joined together or to other materials by means of (a) flanged connections (flange adapters and back-up rings), (b) mechanical couplings designed for joining polyethylene pipe or for joining polyethylene pipe to another material, (c) MJ Adapters or (d) electrofusion. When joining by other means, the installation instructions of the joining device manufacturer shall be observed.
  - a. ID Stiffener and Restraint. A stiffener shall be installed in the bore of the polyethylene pipe when an OD compression mechanical coupling is used and when connecting plain end PE pipe to a mechanical joint pipe, fitting or appurtenance. External clamp and tie rod restraint shall be installed where PE pipe is connected to the socket of a mechanical joint pipe, fitting or appurtenance except where an MJ Adapter is used.
7. Quality and Workmanship: The pipe and/or fitting manufacturer's production facilities shall be open for inspection by the owner or his designated agents with a reasonable advanced notice. During inspection, the manufacturer shall demonstrate that it has facilities capable of manufacturing and testing the pipe and/or fittings to standards required by this specification. Pipe which has been tested by the manufacturer and falls outside of the appropriate limits set forth in this specification will be cause for rejection.
8. QA Records: QA/QC records shall be maintained intact for a minimum of one year from the date of production.
9. Pipe Marking: During extrusion production, the HDPE pipe shall be continuously marked with durable printing including the following in formation:
  - Nominal Size
  - Dimension Ratio
  - Pressure Class, psi
  - Manufacturer's Name and Product Series
  - Cell Class
  - ASTM Basis

331413-10

“NSF-PW”  
Pipe Test Category  
Plant Code & Extruder  
Production Date  
Operator Number (Shift Letter optional)  
Resin Supplier Code

10. Pipe Packaging, Handling, & Storage: The manufacturer shall package the pipe in a manner designed to deliver the pipe to the project neatly, intact, and without physical damage. The transportation carrier shall use appropriate methods and intermittent checks to insure the pipe is properly supported, stacked, and restrained during transport such that the pipe is not nicked, gouged, or physically damaged. Pipe shall be stored on clean, level ground to prevent undue scratching or gouging. If the pipe must be stacked for storage, such stacking shall be done in accordance with the pipe manufacturer's recommendations. The pipe shall be handled in such a manner that it is not pulled over sharp objects or cut by chokers or lifting equipment. Sections of pipe having been discovered with cuts or gouges in excess of 10% of the pipe wall thickness shall be cut out and removed. The undamaged portions of the pipe shall be rejoined using the heat fusion joining method. Fused segments of pipe shall be handled so as to avoid damage to the pipe. Chains or cable type chokers must be avoided when lifting fused sections of pipe. Nylon slings are preferred. Spreader bars are recommended when lifting long fused sections.
  
11. Testing:
  - a. Fusion Quality. The Contractor shall ensure the field set-up and operation of the fusion equipment, and the fusion procedure used by the Contractor's fusion operator while on site. Upon request by the Owner, the Contractor shall verify field fusion quality by making and testing a trial fusion. The trial fusion shall be allowed to cool completely; then test straps shall be cut out and bent strap tested in accordance with ASTM D 2657. If the bent strap test of the trial fusion fails at the joint, the field fusions represented by the trial fusion shall be rejected. The Contractor at his expense shall make all necessary corrections to equipment, set-up, operation and fusion procedure, and shall re-make the rejected fusions.
  
  - b. Hydro-Test: Pipelines shall be tested to the requirements and specifications of the engineer of record. HDPE pressure pipe shall be tested in accordance with the specifications and requirements of the engineer of record and/or with the manufacturer's recommendations. The pressure rating of the pipe is a function of temperature at the time of hydro-test. Refer to the manufacturer's temperature related pressure ratings. At a minimum and if not specified elsewhere, hydro-test the piping system at 1.5 times the pressure rating of the pipe for 2 to 3 hours per Driscopipe Technical Note #35. If a system component such as a fabricated or mechanical fitting has a pressure rating less than that of the pipe, the piping system should be pressure tested to manufacturer's guidelines on that component.

## 2.04 COUPLING AND ADAPTORS

- A. Flexible couplings shall be of the sleeve type with a middle ring, two wedge shaped resilient gaskets at each end, two follower rings, and a set of steel trackhead bolts. The middle ring shall be flared at each end to receive the wedge portion of the gaskets. The follower rings shall confine the outer ends of the gaskets, and tightening of the bolts shall cause the

331413-11

follower rings to compress the gaskets against the pipe surface, forming a leak-proof seal. Flexible couplings shall be steel with minimum wall thickness of the middle ring or sleeve installed on pipe being 5/16-inch for pipe smaller than 10 inches, 3/8-inch for pipe 10 inches or larger. The minimum length of the middle ring shall be 5-inches for pipe sizes up to 10 inches and 7 inches for pipe 10 inches to 30 inches. The pipe stop shall be removed. Gaskets shall be suitable for 250 psi pressure rating or at rated working pressure of the connecting pipe. Couplings shall be harnessed and be designed for 250 psi.

- B. Flanged adapters shall have one end suitable for bolting to a pipe flange and the other end of flexible coupling similar to that described hereinbefore. All pressure piping with couplings or adapters shall be harnessed with full threaded rods spanning across the couplings or adapters. The adapters shall be furnished with bolts of an approved corrosion resistant steel alloy, extending to the adjacent pipe flanges. Flanges on flanged adapter (unless otherwise indicated or required) shall be faced and drilled ANSI B16.1 Class 125.
- C. Flexible couplings and flanged adapters shall be as manufactured by Dresser, Rockwell, or equal, per the following, unless otherwise specified and/or noted on the Drawings:
- D. Steel couplings for joining same size, plain-end, steel, cast iron, and PVC plastic pipe.

<u>Dresser</u>	<u>Rockwell</u>
Style 138	4II

- E. Transition couplings for joining pipe of different outside diameters-

<u>Dresser</u>	<u>Rockwell</u>
Style 162 (4"-12")	413 steel (2"-24")
Style 62 (2"-24")	415 steel (6"-48")
	433 cast (2"-16")
	435 cast (2"-12")

- F. Flanged adapters for joining plain-end pipe to flanged pipe, fittings, valves and equipment.

<u>Dresser</u>	<u>Rockwell</u>
Style 127 cast (3"-12")	912 cast (3"-12")
Style 128 steel (3"-48" C.I. Pipe)	913 steel (3" and larger)
Style 128 steel (2"-96" steel pipe)	

331413-12

**2.05 DETECTABLE UNDERGROUND UTILITY WARNING TAPES**

- A. Detectable underground utility warning tapes which can be located from the surface by a pipe detector shall be installed directly above nonmetallic (PVC, polyethylene, concrete) pipe.
- B. The tape shall consist of a minimum thickness 0.35 mils solid aluminum foil encased in a protective inert plastic jacket that is impervious to all known alkalis, acids, chemical reagents and solvents found in the soil.
- C. The minimum overall thickness of the tape shall be 5.5 mils and the width shall not be less than 2" with a minimum unit weight of 2-1/2 pounds/1" x 1,000'. The tape shall be color coded and imprinted with the legend as follows:

Type of Utility	Color Code	Legend
Water	Blue	Caution Buried Water Line Below

- D. Detectable underground tape shall be "Detect Tape" as manufactured by Allen Systems, or equal.
- E. Installation of detectable tapes shall be per manufacturer's recommendations and shall be as close to the grade as is practical for optimum protection and detectability. Allow a minimum of 18" between the tape and the line.
- F. Payment for detectable tapes shall be included in the linear foot price bid of the appropriate bid item(s) unless it is listed as a separate payment item in the bid schedule.

**2.06 TRACER WIRE**

- A. Tracer wire shall be 12 gauge copper wire with 30-mil polyethylene jacket. Tracer wire shall be installed with all buried piping, "duct" taped to top of pipe.
- B. Split Bolt connectors are required when connecting two (2) pieces of tracer wire. Wire and connector shall be wrapped with electrical tape.
- C. Tracer wire shall be brought up into locator boxes with grounding devices. Locator boxes shall be valve boxes with a polystyrene donut that fits around the box to serve as a termination point for tracer wire. Locator boxes shall be installed at a maximum of 3000 linear feet apart, or where shown on the Drawings.
- D. Payment for tracer wire and boxes shall be included in the linear foot price bid of the appropriate bid item(s) unless it is listed as a separate payment item in the bid schedule.

**2.07 CONCRETE PIPE ANCHORS, THRUST BLOCKS, CRADLE OR ENCASEMENT**

- A. Where indicated on the Drawings, required by the Specifications or as directed by the Engineer, concrete pipe anchors, thrust blocks, cradles or encasements shall be installed.
- B. Concrete shall be 3,500 psi, and reinforcing bars shall be installed as indicated on the details.

331413-13

## **2.08 CONNECTION OF NEW WATER MAINS TO EXISTING SYSTEM**

- A. The Contractor shall connect the new water main to existing water main where shown on the Drawings or directed by the Engineer, and shall furnish all necessary equipment and materials required to complete the connection.

## **2.09 POLYETHYLENE (PE) TUBING**

- A. Customer service tubing, sizes 3/4-inch and 1-inch, shall be Polyethylene (PE) DR-9 (200 psi) and conform to AWWA C901, ASTM F 741 with a pipe designation of PE 3408 defined per ASTM D 3035 for IPS sizes and ASTM D 2737 for CTS sizes.

## **2.10 CUSTOMER SERVICE RELOCATIONS AND RE-CONNECTIONS**

Where water service lines are disturbed, the Contractor shall reconnect the existing service line to the new water main. The Contractor shall furnish and install the necessary piping, couplings, fittings, etc. necessary to complete the service line re-connection.

### **A. Service Lines Not Crossing a Road**

- 1. Unless indicated otherwise on the plans, all service lines shall be of PE tubing.
- 2. Water service connections shall be made in accordance with the details shown on the Drawings and/or set forth herein. Locations of the various sizes shall be as directed by the Engineer and as shown on the Drawings.

### **B. Service Lines Crossing a County Road or City Streets**

- 1. Same as subparagraph A, except that in general all pipe may be jacked beneath certain paved or blacktopped city streets or county roads, unless solid rock prevents using this method in which case, the open trench method will be used. Schedule 40 steel pipe shall be used as casing pipe unless otherwise indicated by the plans. The open trench method generally will be used on all unpaved city streets, county roads and private driveways. In general, blacktopped private driveways shall also be jacked under. In all cases where lines are under traffic, a minimum cover of thirty-six (36) inches shall be provided. All backfill shall be compacted by air tampers in layers no greater than 6-inch depth. Specific instructions as to the type of crossing to be installed will be shown on the plans.

### **C. Service Lines Crossing a State Highway**

- 1. Services shall be jacked or pushed under paving. If solid rock is encountered, trench will be open-cut, pipe placed and backfilled all in accordance with current requirements of the State Highway Department or the crossing will be relocated to permit boring or jacking. Specific details will be shown on the plans. Where required on the plans or by the ENGINEER service pipe shall be encased under highways. Schedule 40 steel pipe shall be used as casing pipe unless otherwise indicated by the plans.

### **D. Existing Galvanized Iron Services**

- 1. All galvanized services are to be replaced in their entirety, including service piping from the main to the meter, corporation stops, water meters, meter setters, meter boxes, and service piping five (5) feet past the meter. Service connections shall be made in accordance with the details shown on the Drawings and/or set forth herein.



331413-14

## 2.11 CORPORATION STOPS AND FITTINGS FOR HOUSE SERVICE RECONNECTIONS

- A. Corporation stops, of the size required, shall be tapped directly into the water main for Ductile Iron Pipe or by the use of a tapping saddle for PVC pipe.
- B. Corporation stops shall have AWWA C800-66 C.S. threaded inlet. Outlets shall be suitable for the type of service piping furnished and laid, and the Contractor shall verify compatibility with "iron pipe size" or "copper tubing size" service piping as required before ordering stops.
- C. Corporation stops shall match the listed manufacturer listed in SECTION 012500 – PRODUCTS & SUBSTITUTIONS or Owner and Engineer approved equal.
- D. Fittings shall be brass.

## PART 3 - EXECUTION

### 3.01 EXCAVATION FOR PIPELINE TRENCHES

- A. Unless otherwise directed by the Engineer, trenches in which pipes are to be laid shall be excavated in open cut to the depths required by field conditions or as specified by the Engineer. In general this shall be interpreted to mean that machine excavation in earth shall not extend below an elevation permitting the pipe to be properly bedded. Installation shall be in accordance with ANSI/AWWA C600 for ductile iron and Cast Iron O.D. (AWWA) PVC pipe or ASTM F-645 for Iron Pipe O.D. (ASTM) PVC pipe except as modified herein.
- B. If the foundation is good firm earth and the machine excavation has been accomplished as set out hereinbefore, the remainder of the material shall be excavated by hand, then the earth pared or molded to give full support to the lower quadrant of the barrel of each pipe. Where bell and spigot is involved, bell holes shall be excavated during this latter operation to prevent the bells from being supported on undisturbed earth. If for any reason the machine excavation in earth is carried below an excavation that will permit the type of bedding specified above, then a layer of granular material shall be placed so that the lower quadrant of the pipe will be securely bedded in compact granular fill.
- C. Excavation may be undercut to a depth below the required invert elevation that will permit laying the pipe in a bed of granular material to provide continuous support for the bottom quadrant of the pipe. When this method is used, the bedding shall be as set out in Paragraph 3.02 hereinafter.
- D. Trenches shall be of sufficient width to provide free working space on each side of the pipe and to permit proper backfilling around the pipe, but unless specifically authorized by the Engineer, trenches shall in no case be excavated or permitted to become wider than 2'-0" plus the nominal diameter of the pipe at the level of or below the top of the pipe. If the trench does become wider than 2'-0" at the level of or below the top of the pipe, special precaution may be necessary, such as providing compacted, granular fill up to top of the pipe or providing pipe with additional crushing strength as determined by the Engineer after taking into account the actual trench loads that may result and the strength of the pipe being used. The Contractor shall bear the cost of such special precautions as are necessary.

331413-15

- E. All excavated materials shall be placed a minimum of two feet (2') back from the edge of the trench.
- F. Before laying the pipe, the trench shall be opened far enough ahead to reveal obstructions that may necessitate changing the line or grade of the pipeline.
- G. The trench shall be straight and uniform so as to permit laying pipe to lines and grades given by the Engineer. It shall be kept free of water during the laying of the pipe and until the pipeline has been backfilled. Removal of trench water shall be at the Contractor's expense. Dry conditions shall be maintained in the excavations until the backfill has been placed. During the excavation, the grade shall be maintained so that it will freely drain and prevent surface water from entering the excavation at all times. When directed by Owner, temporary drainage ditches shall be installed to intercept or direct surface water which may affect work. All water shall be pumped or drained from the excavation and disposed of in a suitable manner without damage to adjacent property or to other work.
- H. Minimum cover of 30" shall be provided for all pipelines, except those located in the State Highway Right of Way. Those shall have a minimum cover of 42".

### 3.02 PIPE BEDDING

- A. All pipe shall be supported on a bed of granular material, unless the trench has been prepared in accordance with Paragraph 3.1B. In no case shall pipe be supported directly on rock. Bedding shall not be a separate pay item unless otherwise set out in the Detailed Specifications. Bedding shall be provided in earth bottom trenches, as well as rock bottom trenches. Bedding material shall be free from large rock, foreign material, frozen earth, and shall be acceptable to the Engineer. Bedding shall be a minimum of 6" below pipe barrel.
- B. In all cases the foundation for pipes shall be prepared so that the entire load of the backfill on top of the pipe will be carried on the barrel of the pipe so that none of the load will be carried on the bells.
- C. Where flexible pipe is used, the bedding shall be placed up to at least the spring line (horizontal center line) of the pipe. The bedding material and procedures shall conform to ASTM D 2321 and any Technical Specifications set out hereinafter. If conditions warrant, the Engineer may require the bedding to be placed above the springline of the pipe. Granular bedding shall be Size #9-m or ASTM C 33, Size #7 crushed stone, fine gravel, or sand, and is not a separate pay item.
- D. Where undercutting and granular bedding is involved it shall be of such depth that the bottom of the bells of the pipe will be at least three inches above the bottom of the trench as excavated. Undercutting is not a separate pay item.
- E. In wet, yielding mucky locations where pipe is in danger of sinking below grade or floating out of line or grade, or where backfill materials are of such a fluid nature that such movements of the pipe might take place during the placing of the backfill, the pipe must be weighted or secured permanently in place by such means as will prove effective. When ordered by the Engineer, yielding and mucky materials in subgrades shall be removed below ordinary trench depth in order to prepare a proper bed for the pipe. Crushed stone or other such granular material, if necessary, as determined by the Engineer to replace poor subgrade material, shall be a separate pay item and classified as "Special Granular Fill". Removal of poor material is not a separate pay item.
- F. Installation shall be in accordance with ASTM D 2321 except as modified hereinafter.

331413-16

### 3.03 SPECIAL GRANULAR FILL

- A. As noted in Paragraph 3.2E, granular material for "Special Granular Fill" when directed by the Engineer shall be Department of Transportation crushed limestone, Size #57. Payment for "Special Granular Fill" must have approval from the Engineer prior to installation.

### 3.04 LAYING PIPE

- A. The laying of pipe in finished trenches shall be commenced at the lowest point so the spigot ends point in the direction of flow.
- B. All pipes shall be laid with ends abutting and true to line and grade as given by the Engineer. Supporting of pipes shall be as set out hereinbefore under "Pipe Bedding" and in no case shall the supporting of pipes on blocks be permitted.
- C. Before each piece of pipe is lowered into the trench, it shall be thoroughly inspected to insure that it is clean. Each piece of pipe shall be lowered separately unless special permission is given otherwise by the Engineer. No piece of pipe or fitting which is known to be defective shall be laid or placed in the lines. If any defective pipe or fitting shall be discovered after the pipe is laid, it shall be removed and replaced with a satisfactory pipe or fitting without additional charge. In case a length of pipe is cut to fit in a line it shall be so cut as to leave a smooth end at right angles to the longitudinal axis of the pipe.
- D. Pipe shall not be laid on solid rock. A pad of granular material as specified in Paragraph 3.02 "Pipe Bedding", shall be used as a pipe bedding. Pipe bedding is not a separate pay item. Irregularities in subgrade in an earth trench shall be corrected by use of granular material.
- E. When ordered by the Engineer, unsuitable materials in subgrades shall be removed below ordinary trench depth in order to prepare a proper bed for the pipe.
- F. When laying of pipe is stopped for any reason, the exposed end of such pipe shall be closed with a plywood or fabricated plug fitted into the pipe bell, so as to exclude earth or other material, and precautions taken to prevent flotation of pipe by runoff into trench.
- G. No backfilling (except for securing pipe in place) over pipe will be allowed until the Engineer has had an opportunity to make an inspection of the joints, alignment and grade, in the section laid.

### 3.05 BACKFILLING PIPELINE TRENCHES

- A. Backfilling of pipeline trenches shall be accomplished as shown on the Drawings and with details set forth hereinafter. Before final acceptance, the Contractor will be required to level off all trenches or to bring the trench up to grade. The Contractor shall also remove from roadways, rights-of-way and/or private property all excess earth or other materials resulting from construction. In the event that pavement is not placed immediately following trench backfilling in paved areas, the Contractor shall be responsible for maintaining the trench surface in a level condition at proper pavement grade at all times. Under pavement, all trench backfill shall be in accordance with Method C as shown on the Detail Drawings. All other trench backfill shall be in accordance with Method A or B.

- B. Method "A" - Backfilling in Open Terrain:

Backfilling of pipeline trenches in open terrain shall be accomplished in the following manner:

331413-17

1. The lower portion of the trench, from the pipe bedding to a point 12" above the top of the pipe, shall be backfilled with material free from rock and/or material acceptable to the Engineer. This material shall be placed in a manner approved by the Engineer, and shall be carefully compacted to avoid displacement of the pipe. Compaction shall be accomplished by hand-tamping or by approved mechanical methods.
2. The upper portion of the trench above the compacted portion shall be backfilled with material which is free from large rock. Incorporation of rock having a volume exceeding one-half cubic foot is prohibited. Backfilling this portion of the trench may be accomplished by any means approved by the Engineer. The trench backfill shall be heaped over or leveled as directed by the Engineer.

C. Method "B" - Backfilling Under Sidewalks & Unpaved Driveways:

Backfilling of pipeline trenches under sidewalks and unpaved driveways shall be accomplished in the following manner.

1. The lower portion of the trench, from the pipe bedding to a point 12 inches above the top of the pipe, shall be backfilled with material free from rock and/or material acceptable to the Engineer. This material shall be placed in a manner to avoid displacement of the pipe. Compaction shall be accomplished by hand-tapping or by approved mechanical methods.
2. The middle portion of the trench, from a point 12" above the top of the pipe to a point 6" below the grade line, shall be backfilled with material free from rock and/or acceptable to the Engineer. This material shall be placed and compacted in layers of approximately 6 inches. Water (puddling) may be used as required to obtain maximum compaction.
  - a. Upon approval of the Engineer, the Contractor may backfill the middle portion of the trench with crushed stone, fine gravel, or sand in lieu of materials which require compaction.
3. The upper portion of the trench shall be temporarily backfilled and maintained with crushed stone or gravel until such time as the sidewalk is constructed or the driveway surface is restored.

D. Method "C" - Backfilling Under Streets, Roads, and Paved Driveways:

Backfilling of pipeline trenches under streets, roads and paved driveways shall be accomplished in the following manner:

1. The lower portion of the trench from the pipe bedding to a point 6" below the bottom of the pavement or concrete sub-slab, shall be backfilled with # 9 crushed stone.
2. The upper portion of the trench, from a point 6" below the bottom of the pavement or concrete sub-slab to grade, shall be backfilled with a base course of dense graded aggregate. At such time that pavement replacement is accomplished, the excess base course shall be removed as required.

- E. Trenches outside existing sidewalks, driveways, streets, and highways shall be backfilled in accordance with Method "A". Trenches within the limits of sidewalk and unpaved driveways shall be backfilled in accordance with Method "B". Trenches within the paving limits of existing streets, highways and driveways shall be backfilled in accordance with Method "C". All methods are shown on the Detail Drawings. When directed by the Engineer, the Contractor shall wet backfill material to assure maximum compaction.

331413-18

1. Before final acceptance, the Contractor will be required to level off all trenches or to bring the trench up to grade. The Contractor shall also remove from roadways, rights-of-ways and/or private property all excess earth or other materials resulting from construction.
2. In the event that pavement is not placed immediately following trench backfilling in streets and highways, the Contractor shall be responsible for maintaining the trench surface in a level condition at proper pavement grade at all times.

### **3.06 SETTLEMENT OF TRENCHES**

- A. Whenever lines are in, or cross, driveways and streets, the Contractor shall be responsible for any trench settlement which occurs within these rights-of-way within one (1) year from the time of final acceptance of the work. If paving shall require replacement because of trench settlement within this time, it shall be replaced by the Contractor at no extra cost to the Owner. Repair of settlement damage shall meet the approval of the Owner.

### **3.07 CONCRETE THRUST BLOCKS, CRADLE, ANCHORS OR ENCASEMENT**

- A. Concrete thrust blocks, cradle, anchors or encasement shall be placed where shown on the Drawings, required by the Specifications, or as directed by the Engineer.
- B. For cradle and encasement, concrete shall be 3000 psi and shall be mixed sufficiently wet to permit it to flow under the pipe to form a continuous bed.
- C. For thrust blocks and anchors, concrete shall be 3000 psi, and shall be formed or be sufficiently stiff to maintain the forms indicated on the Details.
- D. In tamping concrete, care shall be taken not to disturb the grade or line of the pipe or injure the joints. Concrete placed outside the specified limits or without authorization from the Engineer will not be subject to payment.
- E. Water mains shall have concrete thrust or "kicker" blocks at all pipe intersections and changes of direction to resist forces acting on the pipeline. All reducers (increasers) shall be anchored.

### **3.08 BITUMINOUS CONCRETE HIGHWAY, STREET AND DRIVEWAY REPLACEMENT**

- A. The Contractor shall replace those sections of existing roads, streets and driveways required to be removed to install the pipe lines under this contract. He shall construct same to the original lines and grades and in such manner as to leave all such surfaces in fully as good or better condition than that which existed prior to the operations.
- B. Prior to trenching, the pavement shall be scored or cut to straight edges at least twelve (12) inches outside each edge of the proposed trench to avoid unnecessary damage to the remainder of the paving. Edges of the existing pavement shall be re-cut and trimmed to square, straight edges after the pipeline has been installed and prior to placing the new base and pavement.
- C. Backfilling of the trench shall be in accordance with Method "C" as described hereinbefore. Base course for the paving shall be dense graded crushed limestone furnished and placed in accordance with the current requirements of the Standard Specifications for Road and Bridge Construction of the Department of Transportation, to a depth of six (6) inches in roads and streets and four (4) inches in driveways.

331413-19

- D. A subslab of reinforced concrete shall be placed for state maintained highways as indicated on the Drawings. The subslab shall have a minimum thickness of 6 inches. Concrete for the subslab shall be 3000 psi, in accordance with the Details shown on the Drawings.

### **3.09 UNPAVED DRIVEWAY (CRUSHED STONE) SURFACE REPLACEMENT**

- A. The Contractor shall replace those sections of existing driveways and parking areas required to be removed to install the pipe lines under this contract. He shall construct same to the original lines and grades and in such manner as to leave all such surfaces in fully as good or better condition than that which existed prior to the operations.
- B. Material for backfilling of the pipeline trench shall be dense-graded aggregate in accordance with Method "B" as described hereinbefore.

### **3.10 REMOVING AND REPLACING CONCRETE CURB AND GUTTER OR SIDEWALK**

- A. The Contractor shall remove the curb and gutter or sidewalk when encountered when required for laying the pipe. Only that portion of the curb and gutter or sidewalk needed to lay the pipe shall be removed.
- B. Where concrete curb and gutter or sidewalk is removed or disturbed during the construction work, it shall be replaced, using 3000 psi concrete, in fully as good or better condition than that which existed prior to the Contractor's operation.

### **3.11 REPLACEMENT OF EXISTING MAIL BOXES, CULVERTS, CLOTHES LINE POSTS, FENCES AND OTHER SUCH FACILITIES**

- A. Existing mail boxes, drainage culverts, clothes line posts, fences and the like shall not be damaged or disturbed unless necessary, in which case, they shall be replaced in as good condition as found as quickly as possible. Existing materials shall be reused in replacing such facilities when materials have not been damaged by the Contractor's operations. Existing facilities damaged by Contractor's operation shall be replaced with new materials of the same type at the Contractor's expense. Work in this category is not a pay item.
- B. Replacement of paved drainage ditches within highway right-of-way shall be accomplished in accordance with Department of Transportation specifications.

### **3.12 PORTLAND CEMENT CONCRETE DRIVEWAY REPLACEMENT**

- A. Wherever Portland cement concrete driveways are removed, they shall be reconstructed to the original lines and grades and in such manner as to leave all such surfaces in fully as good or better condition than existed prior to the operation.
- B. The existing concrete paving shall be sawed or cut to straight edges 12-inches outside the edges of the trench or broken out to an existing joint, as directed by the Engineer. The concrete pavement shall be equal to the existing pavement thickness but not less than 6-inches in thickness for driveways.
- C. Pavement shall be reinforced with 6 x 6 #10-10 wire mesh and shall be constructed with 3000 psi concrete.

331413-20

### **3.13 RIP-RAP STREAM BANK SLOPE PROTECTION**

- A. The Contractor shall install rip-rap stream bank slope protection at locations directed by the Engineer. Rip-rap slope protection shall be 12-inches thick and shall meet State D.O.T. Standard Specifications.

### **3.14 TESTING**

- A. All pressure piping (lines not laid to grade) shall be given a hydrostatic test of at least 1.5 times the normal operating pressure of the pipe (at its lowest elevation), but not to exceed the rated working pressure of the pipe or valves. Note: Engineer shall verify test pressure. Loss of pressure during the test shall not exceed 0 psi in a 4 hour period and 5 psi in a 24 hour period. Any test results that do not meet either of these requirements shall constitute a failure of the pressure test.
- B. Leakage in pipelines, when tested under the hydrostatic test described above, shall not exceed 10 gallons per 24 hours per inch of diameter per mile of pipe.
- C. Contractor shall furnish a recording gauge and water meter for measuring water used during leakage test and recording pressure charts during duration of test. Recording pressure charts shall be turned over to the Engineer at conclusion of tests. The pressure recording device shall be suitable for outside service, with a range from 0-200 psig, 24- hour spring wound clock, designed for 9-inch charts, and shall be approved by the Engineer.
- D. Pipelines shall be tested before backfilling at joints except where otherwise required by necessity or convenience.
- E. Duration of test shall be not less than four (4) hours where joints are exposed and not less than 24 hours where joints are covered.
- F. Where leaks are visible at exposed joints, evident on the surface where joints are covered, and/or identified by isolating a section of pipe, the joints shall be repaired and leakage must be minimized, regardless of total leakage as shown by test.
- G. All pipe, fittings, valves, and other materials found to be defective under test shall be removed and replaced at no additional expense to the Owner.
- H. Lines which fail to meet tests shall be repaired and retested as necessary until test requirements are complied with.
- I. Where nonmetallic joint compounds are used, pipelines should be held under normal operating pressure for at least three days before testing.
- J. The Owner will provide initial water for testing the pressure piping. Should the first test fail to pass, all additional water required for subsequent tests shall be furnished at the Contractor's expense.
- K. The cost of testing of pressure piping is incidental and is to be included in the Contractor's unit Contract Price.

### **3.15 CLEAN UP**

- A. Upon completion of installation of the piping and appurtenances, the Contractor shall remove all debris and surplus construction materials resulting from the Work. The

331413-21

Contractor shall grade the ground along each side of pipe trenches in a uniform and neat manner leaving the construction area in a shape as near as possible to the original ground line.

### **3.16 DISINFECTION OF POTABLE WATER LINES**

- A. The new potable waterlines shall not be placed in service--either temporarily or permanently--until they have been thoroughly disinfected in accordance with AWWA Standard C651-05, 2005 and to the satisfaction of the Engineer.
- B. After testing, a solution of hypochlorite using HTH or equal shall be introduced into the section of the line being disinfected sufficient to insure a chlorine dosage of at least 50 ppm in the main. While the solution is being applied, the water should be allowed to escape at the ends of the line until tests indicate that a dosage of at least 50 ppm has been obtained throughout the pipe. Open and close all valves and cocks while chlorinating agent is in the piping system. The chlorinated water shall be allowed to remain in the pipe for 24 hours, after which a residual of at least 25 ppm shall be obtained. The disinfection shall be repeated until 25 ppm is obtained after which time the main shall be thoroughly flushed until the residual chlorine content is not greater than 1.0 ppm, and then may be connected to the system. Also, no additional payment will be allowed for providing taps for chlorine injection and/or flushing, if necessary. The Contractor is responsible for the disposal of highly chlorinated water flushed from the main.
- C. The new water line shall not be put into service until bacteriological samples taken at the points specified herein are examined and shown to be negative after disinfection, following the requirements of "Standard Methods for Examination of Water and Wastewater". Two consecutive sets of acceptable samples, taken at least 24 hours apart shall be collected from the new line. Samples are to be taken and tested at every 1200 feet of new water line, at each branch and at each dead end.
- D. If trench water has entered the pipe, or excessive quantities of dirt or debris have entered the pipe, samples shall be taken at intervals of approximately 200 feet and the locations identified. Samples shall be taken of water that has stood in the new line for at least 16 hours after flushing is completed.
- E. If the initial disinfection does not produce satisfactory bacteriological results, the new line shall be reflushed and resampled. If samples fail, the line shall be rechlorinated by the continuous-feed or slug method until satisfactory results are obtained.
- F. All testing documentation shall be submitted to the Owner.

- END OF SECTION -



331419-1

## SECTION 331419 VALVES & HYDRANTS

### PART 1 - GENERAL

#### 1.01 SCOPE OF WORK

- A. Provide all labor, materials, equipment and services required for furnishing and installing all hydrants and appurtenances specified herein.

#### 1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. SECTION 312200 – GRADING
- B. SECTION 331413 – WATER DISTRIBUTION PIPING

#### 1.03 SUBMITTALS

- A. Submit shop drawings and product data in accordance with DIVISION 01 of this specification.
- B. Descriptive literature, catalog cuts, and dimensional prints clearly indicating all dimensions and materials of construction, shall be submitted on all items specified herein to the Engineer for review before ordering.
- C. At the time of submission, the Contractor shall, in writing, call Engineer's attention to any deviations that the submittals may have from the requirements of the Engineer's Contract Drawings & Specifications.

### PART 2 - PRODUCTS

#### 2.01 FLUSHING HYDRANTS

- A. The Contractor shall furnish and install fire hydrants and auxiliary gate valves where shown on the Drawings or directed by the Engineer. Hydrants shall conform in all respects to the most recent requirements of AWWA C502. Hydrant barrel shall have safety breakage feature above the ground line. All flushing hydrant, type 1 shall have 6-inch mechanical joint shoe connection, two (2) 2-1/2-inch discharge nozzles, and one (1) 4 1/2-inch pumper nozzle with rubber gasketed caps fitted with cap chains. All Flushing Hydrant, Type 2 shall have a 6-inch mechanical joint shoe connection and two (2) 2-1/2-inch discharge nozzles with rubber gasketed caps fitted cap chains. Cap nuts are to be five (5) sided. Connection threads shall be National Standard Thread. Main valve shall have 5-1/4-inch full opening and be of the compression type opening against water pressure so that valve remains closed should barrel be broken off.
- B. Hydrants shall be fully bronze mounted. Main valve shall have a threaded bronze seat ring assembly of such design that it is easily removable by unscrewing from a threaded bronze drain ring. Bronze drain ring shall have multiple ports providing positive automatic drainage as the main valve is opened or closed. Drainage waterways shall be completely bronze to prevent rust and corrosion.

VALVES & HYDRANTS

331419-2

- C. The operating nut shall be five (5) sided bronze or bronze with a five (5) sided ductile iron cap, and mounted so that a counter clockwise motion will open the valve. There must be cast on top an arrow and the word "Open" indicating the direction of turn to open the hydrant.
- D. Operating stem shall be equipped with anti-friction thrust bearing to reduce operating torque and assure easy opening. Stop shall be provided to limit stem travel. Stem threads shall be enclosed in a permanently sealed lubricant reservoir protected from weather and the waterway with O-ring seals.
- E. Hydrants shall be shop tested to 300 psi pressure with main valve both opened and closed. Under test the valve shall not leak, the automatic drain shall function and there shall be no leakage into the bonnet.
- F. Type of shoe connection shall be mechanical joint and size shall be six inches (6").
- G. Hydrants shall be given two (2) coats of enamel high visibility paint to be selected by the Owner.
- H. Hydrants shall be provided as described in DIVISION 01.

## **2.02 GATE VALVES**

- A. Gate valves shall conform with AWWA C-509 standard, and shall be of the resilient seat type, iron body, fully bronze mounted, non-rising stem and have a design working pressure of 250 psi. All assembly bolts shall be stainless steel. Valves shall be of standard manufacturer and of the highest quality both as to materials and workmanship.
- B. All gate valves shall be furnished with mechanical joint connections, unless otherwise shown on the Drawings or specified hereinafter.
- C. An epoxy coating conforming to AWWA C-550 shall be applied to the interior and exterior ferrous surfaces of the valve except for finished or seating surfaces.
- D. All gate valves shall have the name or monogram of the manufacturer, the year the valve casting was made, the size of the valve, and the working water pressure cast on the body of the valve.
- E. Gate valves 12" and smaller shall be installed in a vertical position. Gate valves greater than 12" shall have the bonnet mounted in the horizontal position and have a bevel gear actuator. Gate valves shall be provided with a 2-inch square operating nut and shall be opened by turning to the left (counter-clockwise). All valve operating nuts shall be set within a cast iron valve box. There shall be a maximum 48" depth of valve operating nut. Contractor must use extension stems, if necessary, to raise operator nut within 48" of final grade.

## **2.02 GATE VALVES - BURIED**

- A. Gate valves shall conform to the Specifications of Section 331219, Paragraph 2.2, except be designed for buried service, have mechanical joint ends, have all exterior surfaces shop painted with two coats of Fed. Spec. TT-V-51F Asphalt Varnish, with 2-inch square nut operator in a vertical position for use in a valve box.

331419-3

### 2.03 VALVE BOXES - BURIED VALVES

- A. Valve boxes shall be of 5-1/4 inch standard cast iron, two-piece, screw type valve box with drop cover marked "WATER", "SEWER", "DRAIN", as applicable. Valve boxes for gate valves larger than 8 inches shall be three-piece. Valve boxes shall be accurately centered over valve operating nut, and backfill thoroughly tamped about them. Valve boxes shall not rest on the valves but shall be supported on crushed stone fill. They shall be set vertically and properly cut and/or adjusted so that the tops of boxes will be at grade in any paving, walk or road surface, and in grass plots, fields, woods or other open terrain. Valve boxes and covers shall be as manufactured by Tyler Corporation, Opelika Foundry, Bingham & Taylor, or equal.
- B. Wherever valve boxes fall outside of the pavement, the top of the box shall be set in a cast-in-place concrete slab 24" x 24" x 6" thick with the top of the slab and box flush with the top of the ground. This provision shall apply to all new and all existing valve boxes which fall within the limits of the contract, unless otherwise stated on the plans or ordered by the Engineer.

### 2.04 TAPPING SLEEVES AND VALVES

- A. DI tapping sleeves for use in connections to existing water lines, where indicated on the drawings or as directed by the Engineer, shall be constructed of ductile iron conforming to the requirements of ASTM A-536, and have the body of the tapping sleeve seal around the carrier pipe by use of mechanical joints on each end. Tapping outlet connections shall be flanged with drillings in accordance with ANSI class 125#/150#. Tapping sleeves shall be suitable for working pressures of 250 psi and shall be Mueller No. H-615, American Valve and Hydrant No. 2800-C, or approved equal.
- B. SST tapping sleeves for use in connections to existing water lines, where indicated on the drawings or as directed by the Engineer, shall have the body and neck constructed of ASTM A-240 type 304 stainless steel and shall be compressed to the carrier pipe by use of heavy gauge triangular sidebars running the length of the body. Bolts, nuts and washers shall be constructed of type 304 stainless steel. The gasket between the tapping sleeve and carrier pipe shall be constructed of Buna N rubber and be NSF 61 approved. The gasket shall have a grid pattern to help secure it in place and have seal around the full circumference of the pipe. Tapping outlet connections shall be constructed of ductile iron conforming to ASTM A-536 and have either a mechanical joint connection conforming to AWWA C-111, or a flanged connection with drillings in accordance with ANSI class 125#/150#. Tapping Sleeves shall be suitable for the following working pressures: 4"-12" 250 psi, 14"-24" 200 psi and shall be Mueller No. H-304, Romac Industries SST III, or approved equal.
- C. Tapping valves shall meet the requirements of paragraph 2.1 hereinbefore and shall be coordinated to connect to the tapping sleeve with either a flanged end or a mechanical joint end.
- D. All existing water mains to be tapped under this contract shall be exposed in order to verify line sizes prior to ordering tapping sleeves and valves.

331419-4

## **PART 3 - EXECUTION**

### **3.01 SETTING OF FIRE HYDRANTS**

- A. Location:
1. Hydrants shall be located as shown or as directed so as to provide complete accessibility and minimize the possibility of damage from vehicles or injury to pedestrians.
  2. When placed behind the curb, the hydrant barrel shall be set so that the pumper or hose nozzle cap will be a minimum of five feet (5') from the back of curb.
  3. When set in the lawn space between the curb and the sidewalk or between the sidewalk and the property line, no portion of the hydrant or nozzle cap shall be within six inches (6") of the sidewalk.
- B. Position:
1. All hydrants shall be set plumb with not less than two (2) cubic feet of crushed stone and shall have their nozzles parallel with the roadway, with the pumper nozzle facing toward the roadway. Hydrants shall be set to the established grade, with nozzles at least eighteen inches (18") above the ground, as shown or as directed by the Engineer.
- C. Connection to Main:
1. Each hydrant shall be connected to the main with a six-inch (6") restrained joint ductile iron branch controlled by an independent six -inch (6") gate valve, unless otherwise specified.
- D. Hydrant Drainage in Pervious Soil:
1. Whenever a hydrant is set in soil that is pervious, drainage shall be provided at the base of the hydrant by placing uncrushed course aggregate (AAHSTO M-43) No. 57 from the bottom of the trench to at least six inches (6") above the drain opening in the hydrant and to a distance of one foot (1') around the elbow. No drainage system shall be connected to a sewer.
- E. Hydrant Drainage in Impervious Soil:
1. Whenever a hydrant is set in clay or impervious soil, a drainage pit two feet (2') in diameter and three feet (3') deep shall be excavated below each hydrant and filled compactly with uncrushed course aggregate (AASHTO M-43) No. 57 under and around the elbow of the hydrant and to a level of six inches (6") above the drain opening. No drainage pit shall be connected to a sewer (see Standard Details).

### **3.02 ANCHORAGE**

- A. The bowl of each hydrant shall be tied to the pipe with suitable anchor couplings, as shown on the Standard Details in the Drawings or as directed by the Owner or Engineer.

331419-5

**3.03 FIRE HYDRANT WRENCHES**

- A. One (1) hydrant wrench shall be furnished for each ten (10) hydrants or less. When the number of hydrants furnished and installed exceeds twenty-five (25), one (1) hydrant repair kit shall be supplied at no additional cost to the Owner.

**3.04 INSTALLATION OF VALVES**

- A. All valves shall be installed in accordance with details on the Contract Drawings and with the manufacturer's recommendations.
- B. All valves shall be anchored in accordance with the details on the Contract Drawings.

- END OF SECTION -

331900-1

## SECTION 331900

### METERING EQUIPMENT

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. This Section includes service pipelines constructed of CTS polyethelene tubing as shown on the Contract Drawings, complete with fittings and accessories.
- B. Certain features of the CTS tubing shall be as scheduled.
- C. The Contractor shall furnish all labor, tools, equipment, and materials necessary to complete the meter service connections as shown on the Contract Drawings and herein specified.

##### 1.02 REFERENCES

- A. Materials and installation shall be in accordance with the latest revisions of the following codes, standards and specifications, except where more stringent requirements have been specified herein:
  - 1. American Society for Testing and Materials (ASTM)
  - 2. American Water Works Association (AWWA)

##### 1.03 SUBMITTALS

- A. In addition to those submittals identified in the General Provisions, the following items shall be submitted:
  - 1. Manufacturer's certification that all materials furnished are in compliance with the applicable requirements of the referenced standards and this specification.
  - 2. Layout drawings showing the location of copper tube including details of the support system, sleeves, unions and appurtenances.

#### PART 2 PRODUCTS

##### 2.01 SERVICE CLAMPS

All service connections of all sizes shall be made through the use of service clamps or saddles. Service saddles shall have ductile iron body, double strapped with O-ring resilient gasket, suitable for use on ductile iron pipe or PVC pipe, and tapped with same threads as the corporation stops. Saddles for all mains shall be double strap type saddles and have a maximum working pressure of 350 psi SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE.

##### 2.02 CORPORATION STOPS

Corporation stops for use in service clamps shall be equal for 3/4", 1" and 2" service tubing and have a maximum working pressure of 350 psi. Corporation stops shall have iron pipe threads with compression coupling connection for copper tubing outlets. A rigid stainless steel insert

METERING EQUIPMENT

331900-2

stiffener shall be used inside the PE tubing, when encountered. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE.

### 2.03 SERVICE TUBING 3/4", 1" AND 2" POLYETHYLENE TUBING (CTS SERVICE TUBING)

- A. Pipe shall be made from virgin, ultra-high molecular weight polyethylene resin meeting the requirements of Type III, Class C, Category P34 polyethylene as defined by ASTM D-1248, latest revision, "Polyethylene Plastics Molding and Extrusion Materials". **All service tubing for Rowan Water, Inc. shall be 1" unless otherwise noted.**
- B. Dimensions and tolerances shall meet the values as listed in AWWA C-901, latest revision, "Polyethylene (PE) Pressure Pipe Tubing and Fittings". Standard dimension ratio shall be DR-7.3 (OD base), Pressure Class 200 psi.
- C. Pipe shall be rated for use with water at 73.4 degrees F. at a hydrostatic design stress of 630 psi and a maximum working pressure of 200 psi. The pipe shall sustain a water pressure as defined in ASTM D 1598 for 1000 hours with water at 73.4 degrees F.
- D. Surface shall be homogeneous inside and out and completely free of irregularity. Random testing shall be performed at intervals during all production runs to assure uniformity in all respects. The tubing shall carry the National Sanitation Foundation seal of approval for drinking water.
- E. Pipe shall be marked in lettering at intervals of not more than five (5) feet and such marking shall include nominal size; manufacturer's name or trademark; pressure rating for water at 73.4 degrees F., 200 psi; applicable ASTM specification,; ASTM material specification, PE 3406; standard dimension ratio, DR-7.3; the National Sanitation Foundation Seal of Approval (NSF mark) and production code.
- F. Pipe shall be guaranteed in writing against rot, corrosion and defects for 50 years from date of installation, with pipe replacement and labor cost warranted in writing for 25 years from date of installation.

### 2.04 RESERVED

### 2.05 METER SETTING EQUIPMENT

- A. Meters shall be placed inside meter boxes using coppersettors with 3/4" or 1" saddle nut connection for the meter. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE. All coppersettors shall have a ball angle meter valve (lockable) stop at the meter inlet and dual check valve on the outlet. coppersettors shall be 12 inches in height with connections for the appropriate service tubing and have a maximum working pressure of 300 psi. .
- B. For larger meters (1-1/2" and 2") the meters shall be installed with ball meter valves on inlet side and the meter outlet side. Meters shall be placed on concrete block or equivalent support inside the meter box.
- C. For individual meter with pressure reducing valves or more than one meter the coppersettors shall be the Tandem type coppersettors as manufactured by Ford, Mueller or Engineer approved equal and 12 inches in height and placed in meter boxes with 18" I.D.
- D. A rigid stainless steel insert stiffener shall be used inside the PE tubing at all connections to the coppersettors.

METERING EQUIPMENT

331900-3

## 2.06 SERVICE METERS

The service meter main body shall be of high grade bronze, with hinges, single lid cover and raised characters cast on the body indicating the direction of flow. Meter shall have a working pressure rating of 150 psi. The register shall be straight reading gallon type. The register unit shall be hermetically sealed, and driven by permanent magnets. The register shall have a center sweep hand and a test circle shall be divided into 100 equal parts and include a flow finder. The register shall carry a minimum 10-year warranty.

The meters shall be manufactured by **BADGER (RADIO READ)**. The entire unit is to be pre-assembled in a workmanlike manner with all components fitted snugly into the box and fastened to prevent movement. All joints shall be sealed with Teflon tape. The inlet and outlet is to be equipped with compression couplings.

## 2.08 METER BOXES

Meter boxes shall be precast concrete with dimension as shown on the Drawings. The meter box where installation is to be roadways or sidewalks shall be of concrete construction for vehicular traffic. The meter box, cover and meter setting shall be constructed as shown on the drawings or as directed by the Owner or Engineer. SEE SECTION 01600 MATERIAL AND EQUIPMENT for APPROVED MANUFACTURE.

## 2.08 ACCESSORIES

### A. Fittings and Couplings

1. Fittings for copper tube shall be wrought copper or cast bronze for soldered joints and brass for flared joints.
2. Flexible couplings as shown or required for copper tube shall be flexible metal hose couplings.

### B. Joints

1. Joints for seamless copper water tube to be installed in concrete and underground shall be flared type and shall have threads in accordance with AWWA C 800.
2. Joints for seamless copper water tube and copper drainage tube installed exposed and inside structures shall be soldered.
  - a. Solder and flux used in joints of water lines, shall contain no more than 0.2% lead.
  - b. Solder shall be Tin-Silver or approved equal.
  - c. Solder flux shall be as recommended by the solder manufacturer.
3. Joints for bright annealed seamless copper tube used in liquid fuel lines shall have flared joints, approved by Underwriter's Laboratories.
4. Joints for small tubing (3/8 inch and smaller) shall be of the locking type compression fittings or soldered as shown in the piping schedule and as directed.



331900-4

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION OF METER SERVICES**

All customer meter services shall be reconnected at the closest distance from the existing service line. All locations of the meters shown on the plans are approximate locations. The Owner reserves the right to change the location of the connections from the existing line to the new main.

### **3.02 INSTALLATION OF SERVICE TUBING**

- A. All service tubing installed beneath bituminous or concrete roads shall be jacked under the roads. When State maintained roads are being jacked and rock is encountered, permission to open cut the road shall be obtained by the Contractor from the Department of Transportation's District Permit Engineer. If permission is refused, the Contractor shall attempt to jack at another location and shall continue to do so until a successful crossing is obtained.
- B. Minimum cover for all service lines shall be 36 inches (at all locations) when within the proposed and existing highway right-of-way and construction easements. Additional cover may be required at proposed drainage ditch, storm sewer, or other noted locations.

### **3.03 BACKFILLING SERVICE TUBING**

When service tubing is laid in an open cut across a road of any type surface (crushed stone, bituminous or concrete), the backfill shall consist of Class II granular material (dense graded aggregate) and shall be placed full depth. Payment for Class II material used will not be paid as a separate pay item, but will be included in the price for installing the service tubing.

### **3.04 INSTALLATION OF COPPER TUBING (not in contract)**

- A. Install copper tubing, fittings, specials, and accessories in accordance with the applicable configuration shown on the Contract Drawings and the provisions of the Sections entitled "Trenching, Backfilling and Compacting" and "Pipeline Installation".
- B. Exposed copper tube shall be carefully erected and neatly arranged.
  - 1. Copper tube shall be run parallel with walls inside structures and shall be pitched to drain.
  - 2. Drain valves shall be installed at the low points of liquid filled systems.
  - 3. Valved fill connections shall be provided for closed systems.
- C. Copper tube installed for a compressed air or gas system shall be pitched in the direction of flow.
  - 1. Connections shall be at the top of the main.
  - 2. Low points of the system shall have drip pipes not less than 12 inches long and drain pet-cocks unless automatic moisture traps are shown.
- D. Unions shall be provided on copper tube systems with soldered joints.

331900-5

1. Unions shall be located at control valves, solenoid valves, moisture and steam traps, other items of connected equipment and as shown on Contract Drawings.
  2. Unions shall be of cast bronze or brass construction.
  3. Dielectric unions shall be used when connecting copper tube to ferrous metals.
- E. Copper tubing shall be supported and anchored in place by the use of copper or brass units spaced not greater than 10 feet on center and each side of each change of direction.

### **3.05 FIELD TESTING AND CHLORINATION**

- A. Perform hydrostatic and leakage tests in accordance with the applicable provisions of the Section entitled "Leakage Tests", at the test pressure specified or scheduled.
- B. Disinfect piping and appurtenances in accordance with the Section entitled "Chlorination", where specified or scheduled.

-END OF SECTION-

# *N O T I C E*

---

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

---

**PROJECT:** Rowan County, Item No. 9-8914  
Bridge replacement Little Perry Road over Triplett Creek

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

Station: 15+00      Replace a 20.5 ft. X 5.5 ft box culvert with a single span bridge in the place of the existing  
plan sheet R4      bridge. Stabilize the stream channel above and below the new structure. This will impact  
**100 feet** of Triplett Creek, a **perennial stream** with an impact area of **0.04** acres.  
**Lat 38.241505 Long -83.350433**

This project involves work near and/or within Jurisdictional Waters of the United States as defined by the United States Army Corps of Engineers and therefore requires a Nationwide 14 General 404 Permit. The Division of Water certified this General Permit with several conditions (See attached). One that should be brought to your attention is regarding the use of heavy equipment in the stream channel. If there is need to cross the stream channel with heavy equipment or conduct work from within the stream channel a working platform or temporary crossing is authorized. This should be constructed with clean rock and sufficient pipe to allow stream flow to continue unimpeded (see attached typical drawing).

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

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



MATTHEW G. BEVIN  
GOVERNOR

CHARLES G. SNAVELY  
SECRETARY

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

R. BRUCE SCOTT  
COMMISSIONER

300 SOWER BOULEVARD  
FRANKFORT, KENTUCKY 40601

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

This General Certification is issued March 19, 2017, in conformity with the requirements of Section 401 of the Clean Water Act of 1977, as amended (33 U.S.C. §1341), as well as Kentucky Statute KRS 224.16-050.

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

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

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

1. The activity will not occur within surface waters of the Commonwealth identified by the Kentucky Division of Water as Outstanding State or National Resource Water, Cold Water Aquatic Habitat, or Exceptional Waters.
2. The activity will not occur within surface waters of the Commonwealth identified as perpetually-protected (e.g. deed restriction, conservation easement) mitigation sites.
3. The activity will impact less than 1/2 acre of wetland/marsh.

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

4. The activity will impact less than 300 linear feet of surface waters of the Commonwealth. Stream realignment greater than 100 feet and in-stream stormwater detention/retention basins are not covered under this general water quality certification.
5. For complete linear transportation projects, all impacts shall not exceed a cumulative length of 500 linear feet within each Hydrologic Unit Code (HUC) 14.
6. Any crossings must be constructed in a manner that does not impede natural water flow.
7. Stream impacts covered under this General Water Quality Certification and undertaken by those persons defined as an agricultural operation under the Agricultural Water Quality Act must be completed in compliance with the Kentucky Agricultural Water Quality Plan (KWQP).
8. The Kentucky Division of Water may require submission of a formal application for an individual certification for any project if the project has been determined to likely have a significant adverse effect upon water quality or degrade the waters of the Commonwealth so that existing uses of the water body or downstream waters are precluded.
9. Activities that do not meet the conditions of this General Water Quality Certification require an Individual Section 401 Water Quality Certification.
10. Activities qualifying for coverage under this General Water Quality Certification are subject to the following conditions:
  - Projects requiring in-stream stormwater detention/retention basins shall require individual water quality certifications.
  - Erosion and sedimentation pollution control plans and Best Management Practices must be designed, installed, and maintained in effective operating condition at all times during construction activities so that violations of state water quality standards do not occur (401 KAR 10:031 Section 2 and KRS 224.70-100).
  - Sediment and erosion control measures, such as check-dams constructed of any material, silt fencing, hay bales, etc., shall not be placed within surface waters of the Commonwealth, either temporarily or permanently, without prior approval by the Kentucky Division of Water's Water Quality Certification Section. If placement of sediment and erosion control measures in surface waters is unavoidable, design and placement of temporary erosion control measures shall not be conducted in such a manner that may result in instability of streams that are adjacent to,

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

upstream, or downstream of the structures. All sediment and erosion control devices shall be removed and the natural grade restored within the completion timeline of the activities.

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

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

## 2017 Nationwide Permits Regional and Permit-Specific Conditions COMMONWEALTH OF KENTUCKY

These regional conditions are in addition to, but do not supersede, the requirements in the Federal Register (Volume 82, No. 4 of January 6, 2017, pp 1860).

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

1. For activities that would impact Outstanding State or National Resource Waters (OSNRWs), Exceptional Waters (EWs), Coldwater Aquatic Habitat Waters (CAHs) under the Endangered Species Act for the NWP listed below, a Pre-Construction Notification (PCN) will be required to the Corps. The Corps will coordinate with the appropriate resource agencies (see attached list) on these NWP (Section 404 activities), for impacts to these waters.

NWP 3 (Maintenance)

NWP 4 (Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities)

NWP 5 (Scientific Measurement Devices)

NWP 6 (Survey Activities)

NWP 7 (Outfall Structures and Associated Intake Structures)

NWP 12 (Utility Line Activities)

NWP 13 (Bank Stabilization)

NWP 14 (Linear Transportation Projects)

NWP 15 (U.S. Coast Guard Approved Bridges)

NWP 16 (Return Water from Upland Contained Disposal Areas)

NWP 17 (Hydropower Projects)

NWP 18 (Minor Discharges)

NWP 19 (Minor Dredging)

NWP 20 (Response Operations for Oil or Hazardous Substances)

NWP 21 (Surface Coal Mining Activities)

NWP 22 (Removal of Vessels)

NWP 23 (Approved Categorical Exclusions)

NWP 25 (Structural Discharges)

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

NWP 29 (Residential Developments)

NWP 30 (Moist Soil Management for Wildlife)

NWP 31 (Maintenance of Existing Flood Control Facilities)

NWP 32 (Completed Enforcement Actions)

NWP 33 (Temporary Construction, Access, and Dewatering)

NWP 34 (Cranberry Production Activities)

NWP 36 (Boat Ramps)

NWP 37 (Emergency Watershed Protection and Rehabilitation)

NWP 38 (Cleanup of Hazardous and Toxic Waste)

NWP 39 (Commercial and Institutional Developments)

NWP 40 (Agricultural Activities)

- NWP 41 (Reshaping Existing Drainage Ditches)
  - NWP 42 (Recreational Facilities)
  - NWP 43 (Stormwater Management Facilities)
  - NWP 44 (Mining Activities)
  - NWP 45 (Repair of Uplands Damaged by Discrete Events)
  - NWP 46 (Discharges in Ditches)
  - NWP 48 (Commercial Shellfish Aquaculture Activities)
  - NWP 49 (Coal Remining Activities)
  - NWP 50 (Underground Coal Mining Activities)
  - NWP 51 (Land-Based Renewable Energy Generation Facilities)
  - NWP 52 (Water-Based Renewable Energy Generation Pilot Projects)
  - NWP 53 (Removal of Low-Head Dams)
  - NWP 54 (Living Shorelines)
2. In addition to the notification and agency coordination requirements in the NWPs, for impacts greater than 0.25 acres in all “waters of the U.S.” for the NWPs listed below, a PCN will be required to the Corps. The Corps will coordinate with the appropriate resource agencies (see attached list) on these NWPs:
- NWP 3 (Maintenance)
  - NWP 7 (Outfall Structures and Associated Intake Structures)
  - NWP 12 (Utility Line Activities)
  - NWP 14 (Linear Transportation Projects)
  - NWP 29 (Residential Developments)
  - NWP 39 (Commercial and Institutional Developments)
  - NWP 40 (Agricultural Activities)
  - NWP 41 (Reshaping Existing Drainage Ditches)
  - NWP 42 (Recreational Facilities)
  - NWP 43 (Stormwater Management Facilities)
  - NWP 44 (Mining Activities)
  - NWP 51 (Land-Based Renewable Energy Generation Facilities)
  - NWP 52 (Water-Based Renewable Energy Generation Pilot Projects)
  - NWP 53 (Removal of Low-Head Dams)
3. For activities in all “waters of the U.S.” for the NWPs listed below, a PCN will be required to the Corps. The Corps will coordinate with the appropriate resource agencies (see attached list) on these NWPs:
- NWP 21 (Surface Coal Mining Activities)
  - NWP 27 (Aquatic Habitat Restoration, Establishment & Enhancement Activities)
  - NWP 49 (Coal Remining Activities)
  - NWP 50 (Underground Coal Mining Activities)
4. Nationwide Permit No. 14 – Linear Transportation Projects.
- (a) New road alignments or realignments are limited to a permanent loss of 500 linear feet of intermittent or perennial stream length at each crossing. Road crossings with permanent losses greater than 500 linear feet of intermittent or perennial stream associated with new



alignments or realignments will be evaluated as an individual permit (i.e., a Letter of Permission or as a Standard Individual Permit).

- (b) In addition to the notification requirements contained in NWP 14, the permittee must submit a PCN to the district engineer prior to commencing the activity for the permanent loss of greater than 300 feet of ephemeral, intermittent and perennial stream of all "waters of the U.S." (See General Condition 32 and the definition of "loss of waters of the United States" in the Nationwide Permits for further information.)
5. Notification in accordance with General Condition 32 is required to the Corps for all activities which are subject to jurisdiction under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
  6. All applications are required as both a paper copy and in an electronic media format, including electronic mail or compact disc.
  7. For all activities, the applicant shall review the U.S. Fish and Wildlife Service's IPaC website: <http://ecos.fws.gov/ipac> to determine if the activity might affect threatened and/or endangered species or designated critical habitat. If federally-listed species or designated critical habitat are identified, a PCN in accordance with General Condition 18 and 32 would be triggered and the official species list generated from the IPaC website must be submitted with the PCN.

Further information:

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

Information on Pre-Construction Notification (PCN) can be found at NWP General Condition No. 32 in the Federal Register (Volume 81, No. 105 of June 1, 2017, pp 35211).

**COORDINATING RESOURCE AGENCIES**

Chief, Wetlands Regulatory Section  
U.S. Environmental Protection Agency  
Region IV  
Atlanta Federal Center  
61 Forsyth Street, SW  
Atlanta, Georgia 30303

Supervisor  
U.S. Fish & Wildlife Service  
JC Watts Federal Building, Room 265  
330 West Broadway  
Frankfort, Kentucky 40601

Supervisor  
401 Water Quality Certification  
Kentucky Division of Water  
300 Sower Boulevard, 3<sup>rd</sup> Floor  
Frankfort, KY 40601

Commissioner  
Department of Fish and Wildlife Resources  
#1 Game Farm Road  
Frankfort, Kentucky 40601

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

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

Kentucky Department for Natural Resources  
Division of Mine Permits  
300 Sower Boulevard  
Frankfort, KY 40601

Terms for Nationwide Permit No. 14  
Linear Transportation Projects

Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

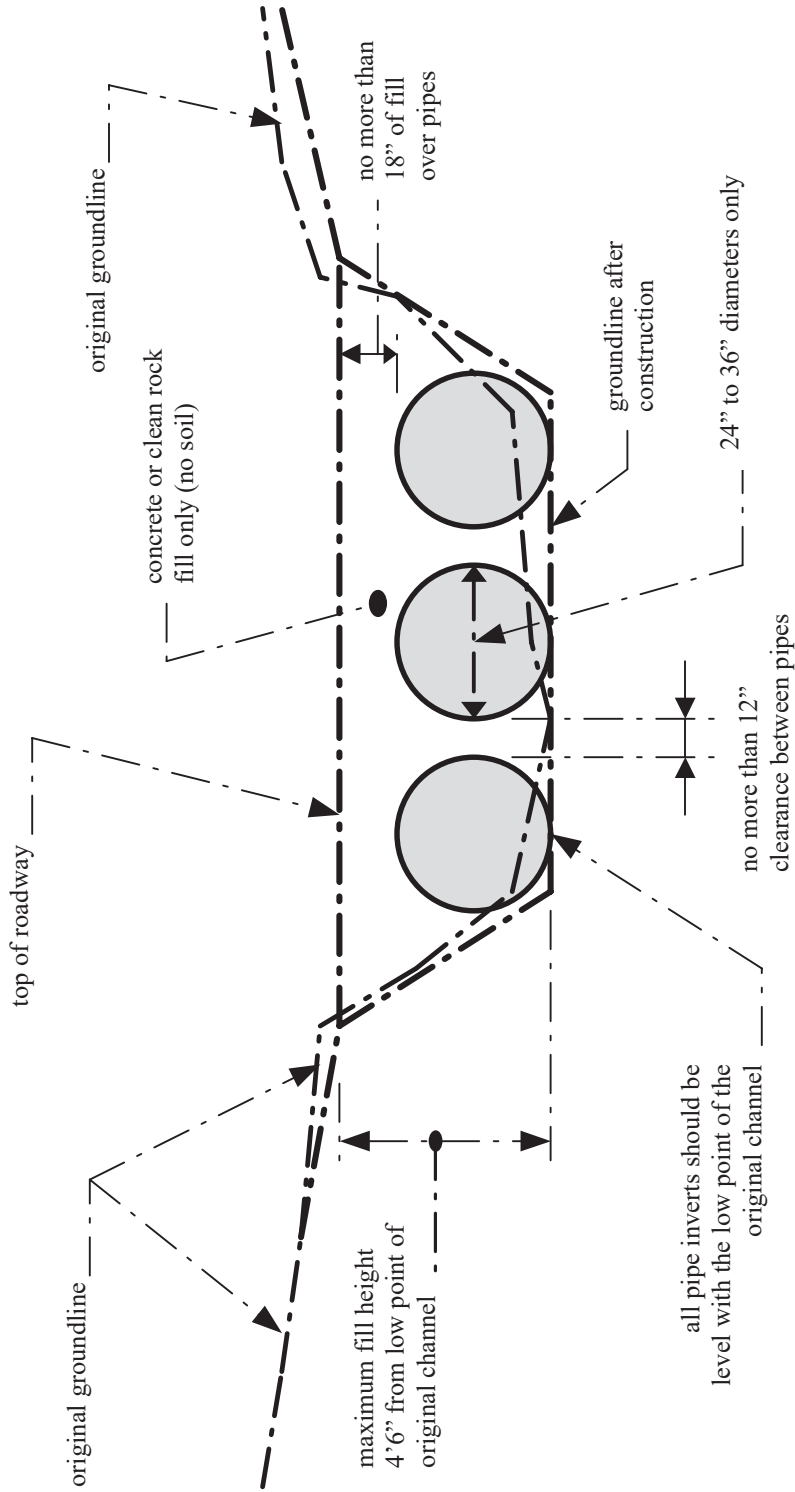
Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)

Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).

Note 2: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

# ATTACHMENT 1



## NOTES:

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

## LOW-WATER CROSSING

STANDARD DRAWING

Not to Scale

**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 TURF REINFORCING MAT

**1.0 DESCRIPTION.** Install turf reinforcement mat at locations specified in the Contract or as the Engineer directs. Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, current edition.

### 2.0 MATERIALS.

**2.1 Turf Reinforcement Mat (TRM).** Use a Turf Reinforcement Mat defined as permanent rolled erosion control product composed of non-degradable synthetic fibers, filaments, nets, wire mesh and/or other elements, processed into a three-dimensional matrix of sufficient thickness and from the Department's List of Approved Materials. Mats must be 100% UV stabilized materials. For TRMs containing degradable components, all physical property values must be obtained on the non-degradable portion of the matting exclusively. Ensure product labels clearly show the manufacturer or supplier name, style name, and roll number. Ensure labeling, shipment and storage follows ASTM D-4873. The Department will require manufacturer to provide TRMs that are machine constructed web of mechanically or melt bonded nondegradable fibers entangled to form a three dimensional matrix. The Department will require all long term performance property values in table below to be based on non degradable portion of the matting alone. Approved methods include polymer welding, thermal or polymer fusion, or placement of fibers between two high strength biaxially oriented nets mechanically bound by parallel stitching with polyolefin thread. Ensure that mats designated in the plans as Type 4 mats, are not to be manufactured from discontinuous or loosely held together by stitching or glued netting or composites. Type 4 mats shall be composed of geosynthetic matrix that exhibits a very high interlock and reinforcement capacities with both soil and root systems and with high tensile modulus. The Department will require manufacturer to use materials chemically and biologically inert to the natural soil environments conditions. Ensure the blanket is smolder resistant without the use of chemical additives. When stored, maintain the protective wrapping and elevate the mats off the ground to protect them from damage. The Department will not specify these materials for use in heavily acidic coal seam areas or other areas with soil problems that would severally limit vegetation growth.

- A) Dimensions. Ensure TRMs are furnished in strips with a minimum width of 4 feet and length of 50 feet.
- B) Weight. Ensure that all mat types have a minimum mass per unit area of 7 ounces per square yard according to ASTM D 6566.
- C) Performance Testing: The Department will require AASHTO's NTPEP index testing. The Department will also require the manufacturer to perform internal MARV testing at a Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP) accredited laboratory for tensile strength, tensile elongation, mass per unit area, and thickness once every 24,000 yds of production or whatever rate is required to ensure 97.7% confidence under ASTM D4439& 4354. The Department will require Full scale testing for slope and channel applications shear stress shall be done under ASTM D 6459, ASTM D 6460-07 procedures.

### 2.2 Classifications

The basis for selection of the type of mat required will be based on the long term shear stress level of the mat of the channel in question or the degree of slope to protect and will be designated in the contract. The Type 4 mats are to be used at structural backfills protecting critical



structures, utility cuts, areas where vehicles may be expected to traverse the mat, channels with large heavy drift, and where higher factors of safety, very steep slopes and/or durability concerns are needed as determined by project team and designer and will be specified in the plans by designer.

Turf Reinforcement Matting					
Properties <sup>1</sup>	Type 1	Type 2	Type 3	Type 4	Test Method
Minimum tensile Strength lbs/ft	125	150	175	3000 by 1500	ASTM D6818 <sup>2</sup>
UV stability (minimum % tensile retention)	80	80	80	90	ASTM D4355 <sup>3</sup> (1000-hr exposure)
Minimum thickness (inches)	0.25	0.25	0.25	0.40	ASTM D6525
Slopes applications	2H:1V or flatter	1.5H:1V or flatter	1H:1V or flatter	1 H: 1V or greater	
Shear stress lbs/ft <sup>2</sup> Channel applications	6.0 <sup>4</sup>	8.0 <sup>4</sup>	10.0 <sup>4</sup>	12.0 <sup>4</sup>	ASTM D6459 ASTM D6460-07

<sup>1</sup> For TRMs containing degradable components, all physical property values must be obtained on the non-degradable portion of the matting alone.

<sup>2</sup>Minimum Average Roll Values for tensile strength of sample material machine direction.

<sup>3</sup>Tensile Strength percentage retained after stated 1000 hr duration of exposure under ASTM D4355 testing. Based on nondegradable components exclusively.

<sup>4</sup>Maximum permissible shear design values based on short-term (0.5 hr) vegetated data obtained by full scale flume testing ASTM D6459, D6460-07. Based on nondegradable components exclusively. Testing will be done at Independent Hydraulics Facility such as Colorado State University hydraulics laboratory, Utah State University hydraulics laboratory, Texas Transportation Institute (TTI) hydraulics and erosion control laboratory.

### 2.3 Quality Assurance Sampling, Testing, and Acceptance

- A) Provide TRM listed on the Department’s List of Approved Materials. Prior to inclusion on the LAM, the manufacturer of TRM must meet the physical and performance criteria as outlined in the specification and submit a Letter Certifying compliance of the product under the above ASTM testing procedures and including a copy of report from Full Scale Independent Hydraulics Facility that Fully Vegetated Shear Stress meets shear stress requirements tested under D6459 and D6460-07.
- B) Contractors will provide a Letter of Certification from Manufacturer stating the product name, manufacturer, and that the product MARV product unit testing results meets Department criteria. Provide Letters once per project and for each product.
- C) Acceptance shall be in accordance with ASTM D-4759 based on testing performed by a Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP) accredited laboratory using Procedure A of ASTM D-4354.

Current mats meeting the above criteria are shown on the Department’s List of Approved Materials.

**2.4 Fasteners.** When the mat manufacturer does not specify a specific fastener, use steel wire U-shaped staples with a minimum diameter of 0.09 inches (11 gauge), a minimum width of one inch and a minimum length of 12 inches. Use a heavier gauge when working in rocky or clay soils and longer lengths in sandy soils as directed by Engineer or Manufacturer’s Representative. Provide staples with colored tops when requested by the Engineer.

**3.0 CONSTRUCTION.** When requested by the Engineer, provide a Manufacturer’s Representative on-site to oversee and approve the initial installation of the mat. When requested by the Engineer, provide a letter from the Manufacturer approving the installation. When there is a conflict between the Department’s criteria and the Manufacturer’s criteria, construct using the more restrictive. The Engineer and Manufacturer’s Representative must approve all alternate installation methods prior to execution. Construct according to the Manufacturer’s recommendations and the following as minimum installation technique:

**3.1 Site Preparation.** Grade areas to be treated with matting and compact. Remove large rocks, soil clods, vegetation, roots, and other sharp objects that could keep the mat from intimate contact with subgrade. Prepare seedbed by loosening the top 2 to 3 inch of soil.

**3.2 Installation.** Install mats according to Standard Drawing Sepias “Turf Mat Channel Installation” and “Turf Mat Slope Installation.” Install mats at the specified elevation and alignment. Anchor the mats with staples with a minimum length of 12 inches. Use longer anchors for installations in sandy, loose, or wet soils as directed by the Engineer or Manufacturer’s Representative. The mat should be in direct contact with the soil surface.

**4.0 MEASUREMENT.** The Department will measure the quantity of Turf Reinforcement Mat by the square yard of surface covered. The Department will not measure preparation of the bed, providing a Manufacturer’s Representative, topsoil, or seeding for payment and will consider them incidental to the Turf Reinforcement Mat. The Department will not measure any reworking of slopes or channels for payment as it is considered corrective work and incidental to the Turf Reinforcement Mat. Seeding and protection will be an incidental item.

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
23274EN11F	Turf Reinforcement Mat 1	Square Yard
23275EN11F	Turf Reinforcement Mat 2	Square Yard
23276EN11F	Turf Reinforcement Mat 3	Square Yard
23277EN11F	Turf Reinforcement Mat 4	Square Yard

June 15, 2012

### **SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES**

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

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

#### **2.0 MATERIALS.**

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

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

**2.3 Pile Core.** Provide a pile core in the area of the embankments where deep foundations are to be installed unless otherwise specified. The Pile Core is the zone indicated on Standard Drawings RGX 100 and 105 designated as Pile Core. Material control of the pile core area during embankment construction is always required. Proper Pile Core construction is required for installation of foundation elements such as drilled or driven piles or drilled shafts. The type of material used to construct the pile core is as directed in the plans or below. Typically, the pile core area will be constructed from the same material used to construct the surrounding embankment. Pile Core can be classified as one of three types:

**A) Pile Core -** Conform to Section 206 of the Standard Specifications. Provide pile core material consisting of the same material as the adjacent embankment except the material in the pile core area shall be free of boulders or particle sizes larger than 4 inches in any dimension or any other obstructions that may hinder pile driving operations. If the pile core material hinders pile driving operations, take the appropriate means necessary to reach the required pile tip elevation, at no expense to the Department.

**B) Granular Pile Core.** Granular pile core is required only when specified in the plans. Select a gradation of durable rock to facilitate pile driving that conforms to Subsection 805.11. If granular pile core material hinders pile driving operations, take appropriate means necessary to reach the required pile tip elevation, at no expense to the Department.

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

excavation stability, at no expense to the Department.

**2.4 Structure Granular Backfill.** Conform to Subsection 805.11

**2.5 Geotextile Fabric.** Conform to Type I or Type IV in Section 214 and 843.

### **3.0 CONSTRUCTION.**

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

Place and compact the pile core and structure granular backfill according to the applicable density requirements for the project. If the embankment and pile core are dissimilar materials (i.e., a granular pile core is used with a soil embankment or a cohesive pile core is used with a granular embankment), a Geotextile Fabric, Type IV, will be required between the pile core and embankment in accordance with Sections 214 and 843 of the Standard Specifications.

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

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

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

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

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

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

After placing the end bent cap and achieving required concrete cylinder strengths, remove adjacent forms and fill the excavation with compacted structure granular backfill material (maximum 1' loose lifts) to the level of the berm prior to placing beams for the bridge. Place Type IV geotextile fabric between embankment material and structure granular backfill. After completing the end bent backwall, or after completing the span end

wall, place the compacted structure granular backfill (maximum 1' loose lifts) to subgrade elevation. If the original excavation is enlarged, fill the entire volume with compacted structure granular backfill (maximum 1' loose lifts) at no expense to the Department. Do not place backfill before removing adjacent form work. Place structure granular backfill material in trench ditches at the ends of the excavation. Place Geotextile Fabric, Type IV over the surface of the compacted structure granular backfill prior to placing aggregate base course.

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

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

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

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

For erodible or unstable materials having 50 percent or more passing the No. 4 sieve, protect with geotextile fabric. Extend the fabric from the original ground to the top of slope over the entire area of the embankment slopes on each side of, and in front of, the end bent. Cover the fabric with at least 12 inches of non-erodible material.

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

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

#### **4.0 MEASUREMENT.**

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

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

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

**4.3 Pile Core.** Pile core will be measured and paid under roadway excavation or embankment in place, as applicable. The Department will not measure the pile core for separate payment. The Department will not measure for payment the 8-inch perforated underdrain pipe and will consider it incidental to the Pile Core.

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

consider it incidental to the work.

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

**4.5 Geotextile Fabric.** The Department will not measure the quantity of fabric used for separating dissimilar materials when constructing the embankment and pile core and will consider it incidental to embankment construction.

The Department will not measure for payment the Geotextile Fabric used to separate the Structure Granular Backfill from the embankment and aggregate base course and will consider it incidental to Structure Granular Backfill.

The Department will not measure for payment the Geotextile Fabric required for construction with erodible or unstable materials and will consider it incidental to embankment construction.

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

**4.7 Structure Excavation.** The Department will not measure structure excavation on new embankments for payment and will consider it incidental to the Structure Granular Backfill or Concrete as applicable.

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02223	Granular Embankment	Cubic Yards
02231	Structure Granular Backfill	Cubic Yards

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

September 16, 2016

## **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.

\*\*\*\*\*

**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 the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). 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).

Modification Number	Publication Date
0	01/03/2020

BRIN0004-003 06/01/2017

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 26.80	12.38

---

BRKY0001-005 06/01/2017

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

Rates	Fringes
-------	---------

BRICKLAYER.....\$ 26.80 12.38

-----  
BRKY0002-006 06/01/2017

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

Rates Fringes

BRICKLAYER.....\$ 27.81 13.01

-----  
BRKY0007-004 06/01/2017

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

Rates Fringes

BRICKLAYER.....\$ 32.98 19.02

-----  
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

-----  
CARP0064-001 05/01/2015

Rates Fringes

CARPENTER.....\$ 27.50 16.06

Diver.....\$ 41.63 16.06

PILEDRIVERMAN.....\$ 27.75 16.06

\* ELEC0212-008 06/03/2019

BRACKEN, GALLATIN and GRANT COUNTIES

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

-----  
ELEC0212-014 11/26/2018

BRACKEN, GALLATIN & GRANT COUNTIES:

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

-----  
ELEC0317-012 06/01/2019

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

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

-----  
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

-----  
\* 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; Gurrries; 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.

-----  
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,  
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

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
-----		

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,  
 Peckstridge, 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

---

LAB00189-008 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

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

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

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

-----  
PAIN0012-005 06/11/2005

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

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

-----  
 PAIN0012-017 05/01/2015

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

-----  
 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

-----  
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

-----  
PLUM0248-003 06/01/2018

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

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

-----  
PLUM0392-007 06/01/2018

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

Rates Fringes

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

-----  
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

-----  
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

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

=====  
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)).

-----  
The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the



cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----

#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on

a wage determination matter

\* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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.

=====

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>
2.5%	6.9%

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

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

3. The 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 Rowan County.

**PART IV**  
**INSURANCE**

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

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



### PROPOSAL BID ITEMS

201013

Page 1 of 3

Report Date 6/29/20

#### Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	748.00	TON		\$	
0020	00020		TRAFFIC BOUND BASE	18.00	TON		\$	
0030	00100		ASPHALT SEAL AGGREGATE	3.00	TON		\$	
0040	00103		ASPHALT SEAL COAT	.40	TON		\$	
0050	00221		CL2 ASPH BASE 0.75D PG64-22	414.00	TON		\$	
0060	00301		CL2 ASPH SURF 0.38D PG64-22	78.00	TON		\$	
0070	00356		ASPHALT MATERIAL FOR TACK	2.10	TON		\$	

#### Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0080	00078		CRUSHED AGGREGATE SIZE NO 2	2.00	TON		\$	
0090	00440		ENTRANCE PIPE-15 IN	72.00	LF		\$	
0100	01000		PERFORATED PIPE-4 IN	40.00	LF		\$	
0110	01010		NON-PERFORATED PIPE-4 IN	20.00	LF		\$	
0120	01020		PERF PIPE HEADWALL TY 1-4 IN	2.00	EACH		\$	
0130	01890		ISLAND HEADER CURB TYPE 1	100.00	LF		\$	
0140	01984		DELINEATOR FOR BARRIER - WHITE	6.00	EACH		\$	
0150	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	18.00	EACH		\$	
0160	02014		BARRICADE-TYPE III	4.00	EACH		\$	
0170	02159		TEMP DITCH	195.00	LF		\$	
0180	02160		CLEAN TEMP DITCH	98.00	LF		\$	
0190	02200		ROADWAY EXCAVATION	550.00	CUYD		\$	
0200	02242		WATER	25.00	MGAL		\$	
0210	02351		GUARDRAIL-STEEL W BEAM-S FACE	175.00	LF		\$	
0220	02360		GUARDRAIL TERMINAL SECTION NO 1	2.00	EACH		\$	
0230	02363		GUARDRAIL CONNECTOR TO BRIDGE END TY A	4.00	EACH		\$	
0240	02371		GUARDRAIL END TREATMENT TYPE 7	6.00	EACH		\$	
0250	02397		TEMP GUARDRAIL	150.00	LF		\$	
0260	02432		WITNESS POST	4.00	EACH		\$	
0270	02484		CHANNEL LINING CLASS III	84.00	TON		\$	
0280	02545		CLEARING AND GRUBBING 0.7 ACRES	1.00	LS		\$	
0290	02562		TEMPORARY SIGNS	222.00	SQFT		\$	
0300	02585		EDGE KEY	34.00	LF		\$	
0310	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0320	02651		DIVERSIONS (BY-PASS DETOURS)	1.00	LS		\$	
0330	02701		TEMP SILT FENCE	195.00	LF		\$	
0340	02703		SILT TRAP TYPE A	1.00	EACH		\$	
0350	02704		SILT TRAP TYPE B	1.00	EACH		\$	
0360	02705		SILT TRAP TYPE C	1.00	EACH		\$	
0370	02706		CLEAN SILT TRAP TYPE A	1.00	EACH		\$	
0380	02707		CLEAN SILT TRAP TYPE B	1.00	EACH		\$	
0390	02708		CLEAN SILT TRAP TYPE C	1.00	EACH		\$	
0400	02726		STAKING	1.00	LS		\$	

**PROPOSAL BID ITEMS**

201013

Page 2 of 3

Report Date 6/29/20

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0410	02731		REMOVE STRUCTURE	1.00	LS		\$	
0420	05950		EROSION CONTROL BLANKET	462.00	SQYD		\$	
0430	05952		TEMP MULCH	1,994.00	SQYD		\$	
0440	05953		TEMP SEEDING AND PROTECTION	1,489.00	SQYD		\$	
0450	05963		INITIAL FERTILIZER	.10	TON		\$	
0460	05964		MAINTENANCE FERTILIZER	.10	TON		\$	
0470	05985		SEEDING AND PROTECTION	1,389.00	SQYD		\$	
0480	05992		AGRICULTURAL LIMESTONE	1.20	TON		\$	
0490	20166ES810		TEMPORARY PIPE	83.00	LF		\$	
0500	23274EN11F		TURF REINFORCEMENT MAT 1	42.00	SQYD		\$	
0510	24540		R/W MONUMENT TYPE 3	6.00	EACH		\$	
0520	25048ED		CHANNEL STABILIZATION	1.00	L S		\$	

**Section: 0003 - BRIDGE**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0530	02231		STRUCTURE GRANULAR BACKFILL	110.00	CUYD		\$	
0540	03299		ARMORED EDGE FOR CONCRETE	49.70	LF		\$	
0550	08001		STRUCTURE EXCAVATION-COMMON	450.00	CUYD		\$	
0560	08019		CYCLOPEAN STONE RIP RAP	210.00	TON		\$	
0570	08033		TEST PILES	34.00	LF		\$	
0580	08039		PRE-DRILLING FOR PILES	116.00	LF		\$	
0590	08046		PILES-STEEL HP12X53	109.00	LF		\$	
0600	08100		CONCRETE-CLASS A	25.80	CUYD		\$	
0610	08104		CONCRETE-CLASS AA	71.60	CUYD		\$	
0620	08151		STEEL REINFORCEMENT-EPOXY COATED	18,094.00	LB		\$	
0630	08670		PRECAST PC BOX BEAM SB27	276.00	LF		\$	
0640	21532ED		RAIL SYSTEM TYPE III	142.20	LF		\$	
0650	23378EC		CONCRETE SEALING	4,120.00	SQFT		\$	

**Section: 0004 - WATERLINE**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0660	14003		W CAP EXISTING MAIN	2.00	EACH		\$	
0670	14007		W ENCASEMENT STEEL BORED RANGE 2	20.00	LF		\$	
0680	14058		W PIPE PVC 04 INCH	346.00	LF		\$	
0690	14069		W PIPE POLYETHYLENE/PLASTIC 06 INCH	150.00	LF		\$	
0700	14082		W SERV PE/PLST SHORT SIDE 1 IN	2.00	EACH		\$	
0710	14089		W TAPPING SLEEVE AND VALVE SIZE 1	2.00	EACH		\$	
0720	14093		W TIE-IN 04 INCH	2.00	EACH		\$	
0730	14158		W BLOWOFF ASSEMBLY 3 IN	1.00	EACH		\$	

**Section: 0005 - DEMOBILIZATION &/OR MOBILIZATION**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
------	----------	-----	-------------	----------	------	-----------	----	--------

201013

### PROPOSAL BID ITEMS

Page 3 of 3

Report Date 6/29/20

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0740	02569		DEMOBILIZATION	1.00	LS		\$	