

CALL NO. 103
CONTRACT ID. 171207
OLDHAM COUNTY
FED/STATE PROJECT NUMBER STPM 5140 (039)
DESCRIPTION BALLARDSVILLE ROAD (KY 22 AT KY 329 INTERSECTION)
WORK TYPE GRADE & DRAIN WITH ASPHALT SURFACE
PRIMARY COMPLETION DATE 11/1/2017

LETTING DATE: March 24,2017

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME March 24,2017. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

PLANS AVAILABLE FOR THIS PROJECT.

**DBE CERTIFICATION REQUIRED - 10%** 

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

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# **ADMINISTRATIVE DISTRICT - 05**

CONTRACT ID - 171207 STPM 5140 (039) COUNTY - OLDHAM

PCN - DE09300221707 STPM 5140 (039)

BALLARDSVILLE ROAD (KY 22 AT KY 329 INTERSECTION) (MP 3.150) INTERSECTION IMPROVEMENT AT KY 22 AND KY 329 IN CRESTWOOD (MP 3.350), A DISTANCE OF 0.39 MILES.GRADE & DRAIN WITH ASPHALT SURFACE SYP NO. 05-00449.00.

GEOGRAPHIC COORDINATES LATITUDE 38:19:27.00 LONGITUDE 85:28:21.00

# **COMPLETION DATE(S):**

COMPLETED BY 11/01/2017

APPLIES TO ENTIRE CONTRACT

# **CONTRACT NOTES**

# **PROPOSAL ADDENDA**

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

# **BID SUBMITTAL**

Bidder must use the Department's Expedite Bidding Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. (www.transportation.ky.gov/construction-procurement)

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

# JOINT VENTURE BIDDING

Joint venture bidding is permissible. All companies in the joint venture must be prequalified in one of the work types in the Qualifications for Bidders for the project. The bidders must get a vendor ID for the joint venture from the Division of Construction Procurement and register the joint venture as a bidder on the project. Also, the joint venture must obtain a digital ID from Bid Express to submit a bid. A joint bid bond of 5% may be submitted for both companies or each company may submit a separate bond of 5%.

# UNDERGROUND FACILITY DAMAGE PROTECTION

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

# SPECIAL NOTE FOR COMPOSITE OFFSET BLOCKS

Contrary to the Standard Drawings (2016 edition) the Cabinet will allow 6" composite offset blocks in lieu of wooden offset blocks, except as specified on proprietary end treatments and crash cushions. The composite blocks shall be selected from the Cabinet's List of Approved Materials.

# 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 <a href="https://secure.kentucky.gov/sos/ftbr/welcome.aspx">https://secure.kentucky.gov/sos/ftbr/welcome.aspx</a> .

# 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 <a href="mailtokytc.projectquestions@ky.gov">kytc.projectquestions@ky.gov</a>. 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 (<a href="www.transportation.ky.gov/contract">www.transportation.ky.gov/contract</a>). 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.

06/01/16

# FEDERAL CONTRACT NOTES

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

102.02 Current Capacity Rating 102.10 Delivery of Proposals

102.8 Irregular Proposals 102.14 Disqualification of Bidders

102.9 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:

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

- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 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
- 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, the DBE's certificate of insurance, and an affidavit for bidders, offerors, and contractors from the DBE to the Division of Construction Procurement. The affidavit can be found on the Construction Procurement website. If the DBE is a supplier of materials for the project, a signed purchase order and an affidavit for bidders, offerors, and contractors must be submitted to the Division of Construction Procurement.

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

# CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

- Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- Whether the bidder provided solicitations through all reasonable and available means;
- 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;
- Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainly whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
- 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;
- Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 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;
- 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;
- 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
- 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 our 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 (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 submitted within 10 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.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at: <a href="http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx">http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx</a>

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 is Melvin Bynes and the telephone number is (502) 564-3601.

Photocopied payments and completed, signed and notarized affidavit must be submitted by the Prime Contractor to: Office of Civil Rights and Small Business Development

6<sup>th</sup> Floor West 200 Mero Street Frankfort, KY 40622

# **DEFAULT OR DECERTIFICATION OF THE DBE**

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

1/27/2017

# 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 <u>Cargo Preference Act – Use of United States-flag vessels.</u>

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.

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# PROJECT TRAFFIC COORDINATOR (PTC)

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

### 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

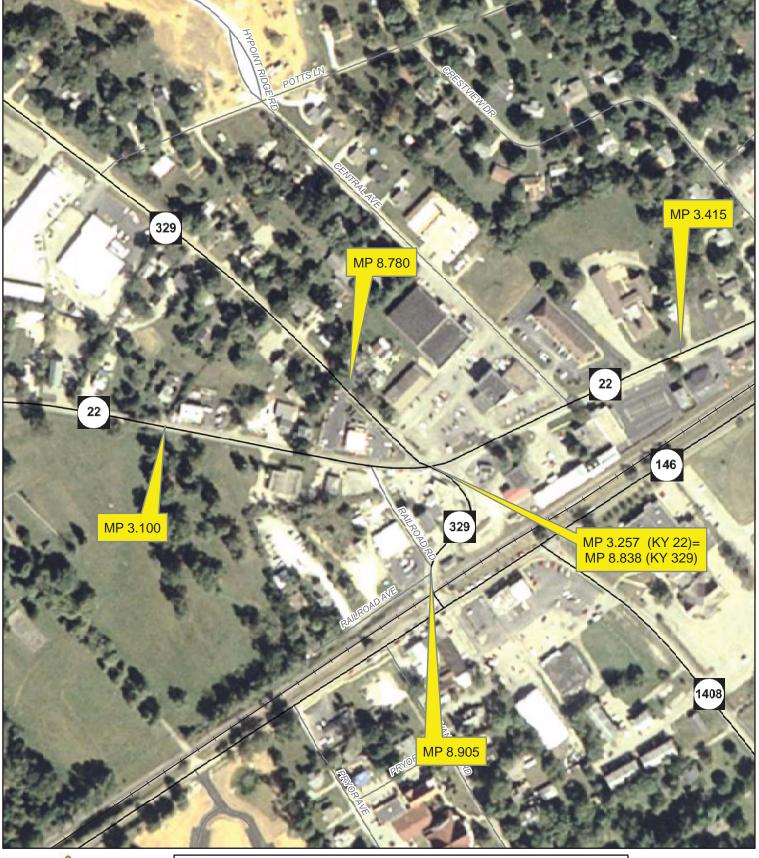
The Department has included in the quantities of asphalt mixtures established in the proposal estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, curve widening, ramp gores and tapers, and road and street approaches, 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 A**

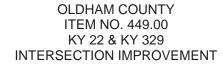
Be advised that the Department will accept compaction of asphalt mixtures furnished for driving lanes and ramps, at 1 inch (25mm) or greater, on this project according to OPTION A in accordance with Section 402 and Section 403 of the current Standard Specifications. The Department will require joint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

### PREAPPROVED UTILITY CONTRACTORS

The Preapproved Utility Contractors that must be used on this project will be listed under the General Utility Notes.









0 100 200

400 600

800 Feet



# **DIVISION OF TRAFFIC OPERATIONS**

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# RECOMMENDATION FOR PICKUP OF ITEMS TO BE INSTALLED ON TRAFFIC SIGNALS/LIGHTING

Item Number: 5-449
County: OLDHAM

Description: SIGNAL KY 329 @ KY 22

| Cabinets | Master code | Description of Item                                 |               |
|----------|-------------|---|---------------|
| 1        | T-01-0020   | Base Mounted 332 Cabinet                            |               |
| 1        | T-01-0100   | 170 Controller                                      |               |
| 1        | T-01-0501   | Conflict Monitor, Model 2018                        | Special Order |
| 2        | T-01-0510   | Isolator, Model 242 (for ped detector and railroad) |               |
| 4        | T-01-0600   | Loop Detector, Model 222                            |               |
| 10       | T-01-0700   | Load Switches                                       |               |
|          |             |   |               |

| ignals |           |   |  |
|--------|-----------|---|--|
| 8      | T-02-0009 | Siemens 3 Section Signal                  |  |
| 4      | T-02-0033 | Siemen 4 secton 12" signal (poly)         |  |
| 8      | T-02-0090 | Pedestrian signal housing                 |  |
| 2      | T-02-0640 | Mast arm mount signal bracket (3 section) |  |
| 2      | T-02-0300 | LED Module 12" red arrow                  |  |
| 4      | T-02-0310 | LED Module 12" yellow arrow               |  |
| 4      | T-02-0320 | LED Module 12" green arrow                |  |
| 10     | T-02-0330 | LED Module 12" red ball                   |  |
| 10     | T-02-0340 | LED Module 12" yellow ball                |  |
| 10     | T-02-0350 | LED Module 12" green ball                 |  |
| 8      | T-02-0365 | LED Countdown Pedestrian Module           |  |

| 1 T-02-0520 | Antenna 10 db yagi                  |  |
|-------------|-------------------------------------|--|
| 1 T-03-0240 | Jumper 60' N-N RG-213               |  |
| 2 T-02-0650 | Pedstl.top mntg.bkt One-way         |  |
| 2 T-02-0660 | Pedstl.top mntg.bkt Two-way         |  |
| 4 T-02-0670 | Pedestal                            |  |
| 8 T-06-0710 | Ped Detector Pole Mount FSA Box     |  |
| 8 T-06-0730 | Ped Button w/o Plunger              |  |
| 8 T-17-0015 | 9 X 15 Countdown Ped Sign DBL Sided |  |

| Electrical Contractor Name   |                                     |
|--|-------------------------------------|
| Electrical Contractor Supervisor   | Contact number for Supervisor       |
| Project Engineer   | Contact number for Project Engineer |
| Project Engineer attests that the mentioned contractor is the actual electrical contractor on this pro | oject                               |
| Signature of Project Engineer or Designee  |                                     |

# SPECIAL NOTE FOR PIPELINE INSPECTION

- 1.0 **DESCRIPTION.** The Department will perform visual inspections on all pipe on the project. A video inspection will be required on projects having more than 250 linear feet of storm sewer and/or culvert pipe and on routes with an ADT of greater than 1,000 vehicles. Conduct video inspections on all pipe located under the roadway and 50 percent of the remaining pipe not under the roadway. Storm sewer runs and outfall pipes not under the roadway take precedence over rural entrance pipes. Contractors performing this item of work must be prequalified with the Department in the work type J51 (Video Pipe Inspection and Cleaning). Deflection testing shall be completed using a mandrel in accordance with the procedure outlined below or by physical measurement for pipes greater than 36inches in diameter. Mandrel testing for deflection must be completed prior to the video inspection testing. Unless otherwise noted, Section references herein are to the Department's 2012 Standard Specifications for Road and Bridge Construction.
- **2.0 VIDEO INSPECTION.** Ensure pipe is clear of water, debris or obstructions. Complete the video inspection and any necessary measurement prior to placing the final surface over any pipe. When paving will not be delayed, take measurements 30 days or more after the completion of earthwork to within 1 foot of the finished subgrade. Notify the Engineer a minimum of 24 hours in advance of inspection and notify the Engineer immediately if distresses or locations of improper installation are logged.

# 2.1 INSPECTION FOR DEFECTS AND DISTRESSES

- **A)** Begin at the outlet end and proceed through to the inlet at a speed less than or equal to 30 ft/minute. Remove blockages that will prohibit a continuous operation.
- **B)** Document locations of all observed defects and distresses including but not limited to: cracking, spalling, slabbing, exposed reinforcing steel, sags, joint offsets, joint separations, deflections, improper joints/connections, blockages, leaks, rips, tears, buckling, deviation from line and grade, damaged coatings/paved inverts, and other anomalies not consistent with a properly installed pipe.
- C) During the video inspection provide a continuous 360 degree pan of every pipe joint.
- $\mathbf{D}$ ) Identify and measure all cracks greater than 0.1" and joint separations greater than 0.5".
- **E**) Video Inspections are conducted from junction to junction which defines a pipe run. A junction is defined as a headwall, drop box inlet, curb box inlet, manhole, buried junction, or other structure that disturbs the continuity of the pipe. Multiple pipe inspections may be conducted from a single set up location, but each pipe run must be on a separate video file and all locations are to be referenced from nearest junction relative to that pipe run.
- F) Record and submit all data on the TC 64-765 and TC 64-766 forms.
- **3.0 MANDREL TESTING.** Mandrel testing will be used for deflection testing. For use on Corrugated Metal Pipe, High Density Polyethylene Pipe, and Polyvinyl Chloride Pipe,

use a mandrel device with an odd number of legs (9 minimum) having a length not less than the outside diameter of the mandrel. The diameter of the mandrel at any point shall not be less than the diameter specified in Section 3.6. Mandrels can be a fixed size or a variable size.

- **3.1** Use a proving ring or other method recommended by the mandrel manufacturer to verify mandrel diameter prior to inspection. Provide verification documentation for each size mandrel to the Engineer.
- **3.2** All deflection measurements are to be based off of the AASHTO Nominal Diameters. Refer to the chart in section 3.6.
- **3.3** Begin by using a mandrel set to the 5.0% deflection limit. Place the mandrel in the inlet end of the pipe and pull through to the outlet end. If resistance is met prior to completing the entire run, record the maximum distance achieved from the inlet side, then remove the mandrel and continue the inspection from the outlet end of the pipe toward the inlet end. Record the maximum distance achieved from the outlet side.
- **3.4** If no resistance is met at 5.0% then the inspection is complete. If resistance occurred at 5.0% then repeat 3.1 and 3.2 with the mandrel set to the 10.0% deflection limit. If the deflection of entire pipe run cannot be verified with the mandrel then immediately notify the Engineer.
- 3.5 Care must be taken when using a mandrel in all pipe material types and lining/coating scenarios. Pipe damaged during the mandrel inspection will be video inspected to determine the extent of the damage. If the damaged pipe was video inspected prior to mandrel inspection then a new video inspection is warranted and supersedes the first video inspection. Immediately notify the Engineer of any damages incurred during the mandrel inspection and submit a revised video inspection report.
- **3.6** AASHTO Nominal Diameters and Maximum Deflection Limits.

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

- **4.0 PHYSICAL MEASUREMENT OF PIPE DEFLECTION.** Alternate method for deflection testing when there is available access or the pipe is greater than 36 inches in diameter, as per 4.1. Use a contact or non-contact distance instrument. A leveling device is recommended for establishing or verifying vertical and horizontal control.
  - **4.1** Physical measurements may be taken after installation and compared to the AASHTO Nominal Diameter of the pipe as per Section 3.6. When this method is used, determine the smallest interior diameter of the pipe as measured through the center point of the pipe (D2). All measurements are to be taken from the inside crest of the corrugation. Take the D2 measurements at the most deflected portion of the pipe run in question and at intervals no greater than ten (10) feet through the run. Calculate the deflection as follows:
  - % Deflection = [(AASHTO Nominal Diameter D2) / AASHTO Nominal Diameter] x 100%

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

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

- **4.2** Record and submit all data.
- **5.0 DEDUCTION SCHEDULE.** All pipe deductions shall be handled in accordance with the tables shown below.

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

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

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

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

**6.0 PAYMENT.** The Department will measure the quantity in linear feet of pipe to inspect. The Department will make payment for the completed and accepted quantities under the following:

CodePay ItemPay Unit24814ECPipeline InspectionLinear Foot10065NSPipe Deflection DeductionDollars

# SPECIAL NOTE

# For Tree Removal

# Oldham County KY-329/KY-22 Intersection Improvements Item No. 5-449.00

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 David Waldner, Director, Division of Environmental Analysis, 200 Mero Street, Frankfort, KY 40601, Phone: (502) 564-7250.

# KY 22 INTERSECTION IMPROVEMENT PROJECT AT KY 329 IN CRESTWOOD (OLDHAM COUNTY) MP 3.15 to 3.35 PUBLIC INFORMATION PLAN 5-449.0

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

# **LOCAL STAKEHOLDERS**

- Elected Officials
  - o State Senator Ernie Harris (502) 241-8307; ernie.harris@lrc.ky.gov
  - o State Representative Jason Nemes (502) 564-8100; jason.nemes@lrc.ky.gov
  - o State Representative Ken Fleming (502) 564-8100; ken.fleming@lrc.ky.gov
  - o Oldham County Judge/Executive David Voegele (502) 222-9357; dvoegele@oldhamcounty.net
  - o Oldham County Magistrate Bob Dye (502) 423-7371; <u>bdye@oldhamcountyky.gov</u>; <u>electbobdye@yahoo.com</u>
  - Oldham County Magistrate Michael Logsdon (502) 417-7985;
     mlogsdon@oldhamcountyky.gov
  - o Mayor Dennis Deibel, City of Crestwood (502) 241-7088; crestwoodmayor@bellsouth.net

# Local Agencies

- o Captain Jeffrey Medley, Kentucky State Police (502) 532-6363; jeffrey.medley@ky.gov
- o James Stewart, Director of Transportation Oldham County Schools (502) 222-9337; james.stewart@oldham.kyschools.us
- o Chief Greg Smith, Oldham County Police (502) 222-1300; gsmith@oldhamcounty.net
- o Chief Edward Turner, South Oldham Fire District (502) 241-8992; eturner@southoldhamfire.com
- Steve Sparrow, Oldham County Sheriff (502) 222-9501;
   info@oldhamcountysheriff.com
- Wesley Williams, Oldham County Road Dept. (502) 222-0426;
   wwilliams@oldhamcountyky.gov

# Utility Companies

 Local utility companies are kept apprised of this project at the monthly utility coordination meetings hosted by District 5 • Neighborhoods and their Mayors

# TRUCKING FIRMS AND OUT OF STATE STAKEHOLDERS

Information will be distributed electronically to trucking firms via the Kentucky Motor Transportation Association (mzink@kmta.net). Information will also be posted on the goky.ky.gov website.

# **PRESENTATIONS**

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

# **MEDIA RELATIONS**

The District PIO will prepare an initial news release regarding the contract award for the project. The PIO will conduct interviews with the media throughout the project duration to keep the public informed of construction progress. Traffic advisories will be submitted to the media when a change in the MOT occurs. The contractor must provide to the PIO via the Section Engineer notification of any change in the MOT at least five (5) days prior to the change.

|  | Right-of-Way Ce   | rtification Fo  | PM Revised 2/22/11   |  |  |
|--|---|---|--|--|--|
| ✓ Fe   | deral Funded  | ✓ Original  |  |  |  |
| Sta  | ale Funded  | Re-Certificat   | ion  |  |  |
| projects that fall und apply, KYTC shall r   | completed and submitted to FHWA with the hia, and Major projects. This form shall a der Conditions No. 2 or 3 outlined elsewhold this ROW Certification prior to continuous shall be completed and retained.  | Iso be submitted to FI<br>ere in this form. Whe<br>enstruction contract A                     | HWA for <u>all</u> federal-aid<br>in Condition No. 2 or 3<br>ward. For all other   |  |  |
| Date: July 16, 20  | 015   |   |  |  |  |
| Project Name:  | Intersection KY 22 & KY 329   | Letting Date  |  |  |  |
| Project #:   |   | County: OLD   | DHAM   |  |  |
| Item #:  | 5-449.00  | Federal # STF   | P 5140 (35)  |  |  |
| Description of F   | Project: Intersection improvement a   | KY 22 & KY 329  |  |  |  |
| Projects that re   | equire NO new or additional righ  | t-of-way acquisiti  | ons and/or relocations   |  |  |
| Projects that re  Per 23 CFR sanitary hor accordance   | ted transportation improvement will be but to be acquired, individuals, families, and but to be removed as a part of this project to the new or additional right-of-common control of the current of the | way acquisitions  I relocatees have bee relocatees adequate directive(s) covering t           | and/or relocated, or and/or relocations on relocated to decent, safe, and replacement housing in the administration of the Highway |  |  |
| been ac<br>court bu<br>right-of-<br>possess  | ion 1. All necessary rights-of-way, includ<br>equired including legal and physical posse<br>at legal possession has been obtained. To<br>way, but all occupants have vacated the<br>sion and the rights to remove, salvage, or<br>value has been paid or deposited with the   | ession. Trial or appea<br>here may be some im<br>lands and improveme<br>demolish all improver | of cases may be pending in provements remaining on the nts. and KYTC has physical  |  |  |
| Condition 2. Although all necessary rights-of-way have not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Trial or appeal of some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Fair market value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract. (See note 1 below) |   |   |  |  |  |
| of a<br>full i   | be 1: The KYTC shall re-submit a right-of<br>III Federal-Aid construction contracts. Aw<br>legal possession and fair market value for<br>FHWA has concurred in the re-submitted   | ard must not to be ma<br>all parcels has been   | nde until after KYTC has obtained paid or deposited with the court   |  |  |

# Right-of-Way Certification Form

Revised 2/22/11

Condition 3. The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. However, all remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. The KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary rights-of-way will not be fully acquired, and/or some occupants will not be relocated, and/or the fair market value will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction. A full explanation and reason for this request, including identification of each such parcel and dates on which acquisitions, payments, and relocations will be completed, is attached to this certification form for FHWA concurrence. (See note 2.)

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

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|----|-----|----|------|---|
| C) | чþі | OA | c; u | P |

Travis Thompson (acting ROW Supervisor)

Printed Name

Right-of-Way Supervisor

Approved:

Approved:

17 July 2015 KYTC, Director of ROW &Utilities

Signature No Signature Required

as per FHWA - KYTC 2013 Stewardship Agreement

FHWA, ROW Officer (when applicable)

**Printed Name** 

Signature

# Right-of-Way Certification Form

Revised 2/22/11

| Project  | Name:                                 | Intersection  | improvement KY 22 #Ky 329   |  |   |  |
|----------|---------------------------------------|---|---|--|---|--|
| Project  |                                       |   |   | County:  | OLDHAN  | ſ  |
| Item #:  |                                       | 5-449.00  |   | Federal #  | STP 5140 (3                                       | 35)  |
| Letting  | Date:                                 |   |   |  |   |  |
| 13       | Parcels I with the Parcels I been dep | where acqui<br>have been a<br>court<br>have not be<br>have been a<br>posited with | otal number of businesses to businesses to businesses to businesses to be acquired by IOJ through correct acquired or have a "right of the court (explain below for the been relocated from parcetach parcel) | deed and fair mand fair mand fair mand fair below for each parcel) | ar market valu<br>ach parcel)<br>rket value has i | e has been deposited<br>not been paid or has r |
| Parcel # | Name                                  | /Station  | Explanation for dela relocation, or delayed p   | yed acquisition,<br>ayment of fair n                               | delayed<br>narket value                           | Proposed date of payment or of relocation      |
|          |                                       |   |   |  |   |  |
|          |                                       |   | nd/or 0 cemeteries inventioning wells on parcels sibility of the project contrac  |  |   | . All have been                                |

# OLDHAM COUNTY, STP 5140 (36) FD52 093 83035 01U INTERSECTION IMPROVEMENT AT KY 22 AND KY 329 IN CRESTWOOD ITEM NO. 5-449.00

### **GENERAL PROJECT NOTE ON UTILITY PROTECTION**

Utility coordination efforts determined that 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.

### NOTE: DO NOT DISTURB THE FOLLOWING UTILITIES LOCATED WITHIN THE PROJECT DISTURB LIMITS

Louisville Water Company, Louisville MSD, LG&E (Gas), LG&E (Electric), AT&T KY, and Charter/Spectrum have facilities that require relocation. Please see the notes below pertaining to their relocations.

Louisville Water Company has an existing 6" water main that runs parallel to KY 22 on the south side from outside of project limits to approximately Sta. 102+30. An existing 12" water main runs parallel to KY 22 on the south side from approximately Sta. 109+90 to outside of project limits. An existing 8" water main runs parallel to KY 329 on the west side from outside of project limits to approximately Sta. 49+10. An existing 12" water main runs along KY 329 from approximately Sta. 50+40 to outside of the project limits. These facilities are not to be disturbed and will remain in place.

**Louisville MSD** has an existing 12" sewer main that crosses under KY 22 at approximate Sta. 101+65 50L to Sta. 101+65 35R. There is an abandoned sewer main that crosses under KY 329 at approximate Sta. 48+00 and continues outside of project limits. An abandoned sewer main is also located at approximate Sta. 48+76 40L to an existing manhole at approximate Sta. 49+47 10R. **These facilities are not to be disturbed and will remain in place.** 

LG&E (Electric) has an existing aerial route along KY 22 with utility poles at approximate Sta. 101+40 35L, Sta. 102+73 32L, Sta. 104+25 29L, Sta. 105+24 35L, Sta. 108+39 34L, Sta. 108+59 33L, Sta. 108+98 34L, Sta. 104+95 32L, Sta. 110+59 33L, Sta. 111+24 31L, Sta. 112+08 31L, Sta. 113+37 30L, Sta. 113+79 30L, Sta. 114+82 29L and continues out of project limits. There are overhead crossings at approximate Sta. 104+24 29L to Sta. 104+25 36R, Sta. 105+24 35L to Sta. 106+16 60R, Sta. 108+01 50R to Sta. 108+60 35R, Sta. 108+98 34L to Sta. 108+60 35R, Sta. 110+59 33L to Sta. 110+47 35R, Sta. 112+08 31L to Sta. 112+29 14R. An existing underground crosses under KY 22 at approximate Sta. 102+73 32L to Sta. 102+74 65R. There is an existing aerial route along KY 329 with utility poles at approximate Sta. 45+29 17R, Sta. 46+48 21R, Sta. 46+97 24R, Sta. 47+64 28R, Sta. 48+60 28R and Sta. 49+18 31R with a crossing at approximate Sta. 45+67 25L. There is an existing underground crossing under KY 329 at approximate Sta. 46+97 24R to Sta. 46+78 31L. These facilities are not to be disturbed and will remain in place.

**LG&E** (Gas) has an existing 4" gas main that runs parallel to KY 22 from outside of project limits to approximate Sta. 106+65 35L. An existing 4" gas main runs parallel to KY 22 from approximate Sta. 109+40 25L. An existing 4" gas main runs parallel to KY 329 from outside of project limits to approximate Sta. 44+00 10L. **These facilities are not to be disturbed and will remain in place.** 

# OLDHAM COUNTY, STP 5140 (36) FD52 093 83035 01U INTERSECTION IMPROVEMENT AT KY 22 AND KY 329 IN CRESTWOOD ITEM NO. 5-449.00

**AT&T KY** has an existing underground fiber from approximate Sta. 108+91 40L and continues outside of the project limits. **These facilities are not to be disturbed and will remain in place.** 

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

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

**Charter/Spectrum** has a proposed aerial route that will cross KY 22 at two locations. The proposed crossings are at approximate Sta. 106+16 60R to Sta. 107+37 54L and approximate Sta. 108+01 50R to Sta. 108+98 34L. **These facilities are to be relocated by March 15, 2017.** 

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

**LG&E (Gas)** has an existing 4" gas main that runs parallel to KY 22 on the north side from approximate Sta. 106+65 35L and an existing 4" gas main that runs parallel to KY 329 on the northeast side from approximate Sta. 44+00 10L to the intersection of KY 22.

A proposed 4" gas main will tie in to the existing 4" gas main at approximate Sta. 106+65 35L where it will go north to approximate Sta. 49+05 25R and cross under KY 329 to approximate Sta. 49+05 35L. At this point the 4" gas main will tee with the proposed gas main going west to run parallel to KY 329 and tie in to the existing 4" gas main at approximate Sta. 44+00 10L. At the tee the proposed 4" gas main will go east to run parallel to KY 329 to approximate Sta. 49+70 33L where the gas main will turn and run parallel to KY 22 and goes to approximate Sta. 109+50 35L where there is a bend and ties to the existing 4" gas main to approximate Sta. 109+50 25L. **These facilities are to be relocated by July 1, 2017.** 

**AT&T KY** has an existing underground fiber optic that runs along KY 22 from approximate Sta. 104+00 25R to Sta. 105+87 20R where it turns and crosses under KY 22 to approximate Sta. 107+85 35L and continues to an existing manhole at approximate Sta. 108+91 40L. An existing aerial route runs parallel to KY 329 with utility poles at approximate Sta. 47+47 10L, Sta. 48+10 8L, Sta. 48+80 8L, and Sta. 49+44 9L.

A proposed underground system will include six (6) 4" conduits and will go from a proposed utility pole at approximate Sta. 106+19 39L and cross under KY 329 at approximate Sta. 49+22 32R to Sta. 49+21 15L and continues to approximate Sta. 48+55 17L where it will turn and go to a cross box at approximate Sta. 48+42 23L. From the cross box the underground system will continue to a proposed utility pole at approximate

# OLDHAM COUNTY, STP 5140 (36) FD52 093 83035 01U INTERSECTION IMPROVEMENT AT KY 22 AND KY 329 IN CRESTWOOD ITEM NO. 5-449.00

Sta. 47+43 25L. The proposed underground system will also go from approximate Sta. 49+21 15L to Sta. 49+71 29L where the conduits will turn and run parallel to KY 22 to an existing manhole at approximate Sta. 108+91 40L. These facilities are to be relocated by August 1, 2017.

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

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

Louisville Water Company has facilities that are to be constructed by the road contractor as included in the project. The proposed 12" water main will connect to an existing 6" water main at approximate Sta. 102+30 10R. From the tie in, the proposed 12" water main will cross under KY 22 with a 45° bend to approximate Sta. 102+70 25R where the proposed 12" water main will have a 45° bend and continue to approximate Sta. 106+71 30L. At this point the proposed 12" will cross under KY 22 to approximate Sta. 108+00 27L and continue to run parallel to the roadway to approximate Sta. 109+61 28L. From this point the 12" water main will have a 45° bend and cross under KY 22 where it will tie in to an existing 12" water main at approximate Sta. 109+95 05R. At approximate Sta. 107+05 28L a proposed 8" water main will connect to the proposed 12" water main and tie in to an existing 8" water main at approximate Sta. 49+15 25R. At approximate Sta. 108+27 30L a proposed 12" water main will connect to the proposed 12" water main and cross under KY 22 to tie in to an existing 12" water main at approximate Sta. 108+27 40R. The existing 12" water main, 8" water main, and 6" water main that is being replaced along KY 22 and KY 329 will be abandoned in place.

**Louisville MSD** has facilities that are to be constructed by the road contractor as included in the project. A proposed 8" sanitary sewer main will cross under KY 22 from a manhole at approximate Sta. 107+58 58L to a manhole at approximate Sta. 107+24 25R. A proposed 8" sanitary sewer will cross under KY 22 from a manhole at approximate Sta. 111+43 71L to a manhole Sta. 111+00 53R.

OLDHAM COUNTY, STP 5140 (36)

FD52 093 83035 01U

INTERSECTION IMPROVEMENT AT KY 22 AND KY 329 IN

CRESTWOOD

ITEM NO. 5-449.00

| THE FOLLOWING RAIL CO | OMPANIES HAVE FACILITIES IN CONJUNCTION       | N WITH THIS PROJECT AS NOTED |
|-----------------------|---|------------------------------|
| THE TOLLOWING NAIL CO | JIVII AIVIES HAVE I ACIEITIES IIV CONSOIVETIO | WITH THIS I NOTECT AS NOTED  |
| ☑ No Rail Involved    | ☐ Minimal Rail Involved (See Below)           | ☐ Rail Involved (See Below)  |

# UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG

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.

# SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

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

The 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

# OLDHAM COUNTY, STP 5140 (36) FD52 093 83035 01U INTERSECTION IMPROVEMENT AT KY 22 AND KY 329 IN CRESTWOOD ITEM NO. 5-449.00

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.

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

# Utility Owners and Contact Persons Oldham Co, KY

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

Greg Geiser work: (502) 627-3708 Greg.Geiser@LGE-KU.com

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

Greg Geiser work: (502) 627-3708 Greg.Geiser@LGE-KU.com

Louisville Water Company
 550 South Third Street
 Louisville, KY 40202

Daniel Tegene, PE (502) 569-3649 DTegene@LWCky.com

4. AT&T KY 1340 E. John Rowan Blvd Bardstown, KY 40004 Scott Roche <u>sr8832@att.com</u> Office - (502) 348-4528 Cell - (502) 827-4703

Oldham County Water District2160 Spencer CourtLa Grange, KY 40031This company is not a BUD participant

Russ Rose
rrose@oldhamcountywater.com

office: (502) 222-1690 cell: (502)727-4350 Brian Golden

bgolden@oldhamcounywater.com

cell: (502)321-4996

# OLDHAM COUNTY, STP 5140 (36) FD52 093 83035 01U INTERSECTION IMPROVEMENT AT KY 22 AND KY 329 IN CRESTWOOD ITEM NO. 5-449.00

- 6. LaGrange Utilities Commission 412 East Jefferson Street LaGrange, KY 40031
- 7. Mid Valley Pipeline Company 4910 Limaburg Road Burlington, KY 41005 FAX (866) 699-1185
- 8. Shelby Energy Cooperative P.O. Box 311, 620 Old Finchville Road Shelbyville, KY 40065 (502) 633-4420
- 9. Texas Gas Transmission, LLC 2332 Hwy 60 West Hardinsburg, KY 40143

10327 Gaslight Way Louisville, KY 40299

10. Charter Communications 10168 Linn Station Road Suite 120 Louisville, KY 40223 Ted Chisholm tedchis@gmail.com (502) 222-9325

Richard (Todd) Calfee (859) 371-4469x14 Cell: 859-630-8271 RTCalfee@SunocoLogistics.com

Jason Ginn
Jason@ShelbyEnergy.com
cell: 502-643-2778

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

John Weaver

John.Weaver@BWPMLP.com

(502) 438-2407

Howard Menser

Howard.Menser@BWPMLP.com

Office: (502) 491-0251

Cell: (502) 396-2418

Deno Barbour
(502) 664-7395 – Cell
(502) 357-4376 – Office

Dwight.Barbour@charter.com
Kevin Mercer
(502) 817-5055 – Cell
(502) 357-4724 - Office
kevin.mercer@charter.com
Richard Bast
(502) 817-0734 – Cell
(502) 357-4118 - Office
richard.bast@charter.com

# OLDHAM COUNTY, STP 5140 (36) FD52 093 83035 01U **INTERSECTION IMPROVEMENT AT KY 22 AND KY 329 IN** CRESTWOOD ITEM NO. 5-449.00

11. Oldham Co. Environmental Authority (Sewer)

> 700 W. Jefferson St. LaGrange, KY 40031 Fax: (502) 225-9468

Louisville, KY 40202

This company is not a BUD participant

12. Metropolitan Sewer District **Brandon Flaherty** 

700 West Liberty Street Brandon.Flaherty@LouisvilleMSD.org

> Office: (502) 540-6632 Cell: (502) 381-0804 **Greg Powell**

Kevin.Gibson@Veolia.com

Office: (502) 225-9477

Cell: (502) 269-1309

Kevin Gibson

Greg.Powell@LouisvilleMSD.org

Send to both contacts

13. Level 3 Communications (Transmission) Kevin Webster

848 S. 8<sup>th</sup> St.

Louisville, KY 40203

Kevin.Webster@Level3.com

Office (502) 777-8622 Cell (502) 777-8622 Fax (502) 561-6950

Mark.Sewell@Level3.com Office (502) 515-9142

Mark Sewell

Level 3 Communications (Distribution)

962 South Third Street Louisville, KY 40203

Columbia, SC 29201

3770 Lucius Rd. Russ Wheat, Relocation Project Manager

> russ.wheat@level3.com Office (803) 239-1116 Cell (803) 206-9563

Cell (502) 295-0939

1025 Eldorado Boulevard

Suite 43C-420

Broomfield, Colorado 80021

Tim Boykin, Relocation Project Manager

**Great Lakes Region** Office (720)888-7280 Fax (720)567-3262 Tim.Boykin@Level3.com

# OLDHAM COUNTY, STP 5140 (36) FD52 093 83035 01U **INTERSECTION IMPROVEMENT AT KY 22 AND KY 329 IN** CRESTWOOD ITEM NO. 5-449.00

14. Indiana Gas Company Inc

d.b.a. Vectren Energy Delivery of Indiana, Inc.

Ohio River Pipeline Corporation

2520 Lincoln Drive

Clarksville, Indiana 47129

**Line Maintained By** 

Texas Gas Transmission, LLC

3800 Frederica Street

Owensboro, KY 42302

Cell: (270) 485-1152

**15. Crown Castle Network Operations** 

10300 Ormsby Park Place

Suite 501

Louisville, KY 40223

rebecca.gray@CrownCastle.com

(502)318-1313

Chris Gladstone

Rebecca Gray

Mary Barber

(812) 948-4952

MBarber@Vectren.com

Chris.Gladstone@CrownCastle.com

(502) 689-2162

16. Kentucky Data Link (KDL now Windstream)

111 S. Main St.

Elizabethtown, KY 42071

James Galvin

Office: 270-765-1818 Mobile: 270-748-9249

James.Galvin@windstream.com

Mark Ware

Mark.Ware@windstream.com

Send to both contacts

**Timothy Gibson** 

Timothy.Gibson@Windstream.com

**Emergency contact ONLY** 

**17**. **TRIMARC** 

**Public Safety & Transportation Systems** 

901 West Main Street

Louisville, KY 40202

Todd Hood

Todd.Hodd@ngc.com

Office: (502) 587-6624

Cell: (270) 307-7456

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

5-449.00 – Intersection Improvement at KY 22 and KY 329 in Crestwood

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:

Louisville Water Company – requires pre-qualification in Category 1; 4" – 16" Ductile Iron Louisville MSD - 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 <u>not</u> 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 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.

#### 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 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:

Louisville Water Company will provide copper pipe for service connections and a fire hydrant (on DI main). All other materials are to be supplied by the contractor per bid item descriptions, utility specifications and utility plans.

Louisville MSD is not supplying any materials. 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 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.

LWC Contractors Prequalified in 4"-16" Ductile Iron Water Mains

| Collifacionalife                               | BillingAddress                    | P O Box       | MBE | WBE City | City                | State | ZIPCode    | ZIPCode PhoneNumber FaxNumber | FaxNumber      | Email Address                                  |
|--|-----------------------------------|---------------|-----|----------|---------------------|-------|------------|-------------------------------|----------------|--|
| Advanced Paving & Construction Co.             | P O Box 125                       | PO Box 125    | No  | Yes E    | Eastwood            | KY    | 40018      | (502) 245-8935                | (502) 244-3620 | advancedpaving@aol.com                         |
| American Contracting & Services, Inc.          | 6200 E. Highway 62, Building 2503 |               | No  | No Je    | No Jeffersonville   | Z     | 47130      | 8122854123                    | (812) 280-4415 | rzimmerman@hughesgrp.com                       |
| Basham Construction & Rental Co.               | 1102 South Park Road              |               | No  | No E     | No Fairdale         | KY    | 40118      | (502) 961-9001                | (502) 961-0998 | bashamconst@yahoo.com                          |
| Buky Construction                              | 522 Bethel Church Road            | P.O. Box 105  | No  | No       | No Mount Washington | KY    | 40047      | 5025922367                    | 5025383193     | Gbuky@aol.com                                  |
| C Squared, Inc.                                | 7321 St. Andrews Church Road      |               | No  | No L     | Louisville          | KY    | 40214      | (502) 363-0069                | (502) 363-2333 | Chris@csquaredinc.com                          |
| Cleary Construction Inc.                       | 2006 Edmonton Road                |               | No  | No       | No Tompkinsville    | KY    | 42167      | 270-487-1784                  | 270-487-8029   | ryancomwell@clearyconst.com                    |
| Cottongim Enterprises, Inc.                    | 5010 E. State Road 56             |               | No  | No S     | No Salem            | N     | 47167      | 8128836602                    | 8128836668     | sd@8836602.com                                 |
| Culver & Associates, Inc.                      | 7212 Ridge Creek Road             |               | No  | No L     | No Louisville       | KY    | 40291      | 5025506054                    | (502) 491-8099 | sculver@twc.com                                |
| Dan Cristiani Excavating Co., Inc.             | P O Box 2427                      |               | No  | No       | No Clarksville      | Z     | 47131-2427 | 5025581500                    | (812) 282-9908 | dan@dcexc.com                                  |
| Debbie Sutherland Excavating                   | 585 Browningtown Road             |               | No  | Yes      | Yes Shepherdsville  | KY    | 40165      | (502) 955-7161                | (502) 543-3583 | internet1921@windstream.net                    |
| Excel Excavating, Inc.                         | 5710 Utica Sellersburg Road       |               | No  | No S     | No Sellersburg      | Z     | 47172      | 8122074884                    |                | mikeflynn@excelexcavating.com                  |
| E-Z Construction Company, Inc.                 | 7420 Distribution Drive           |               | No  | No       | Louisville          | Ky    | 40258      | (502) 937-6855                | (502) 937-9726 | timdues@ezconst.com                            |
| Fer-Pal Construction USA, LLC                  | 26187 Northline Road              |               | No  | No       | Taylor              | MI    | 48180      | 7349462034                    | 7349462036     | fgarcea@ferpalinfrastructure.com               |
| Filcon Construction LLC                        | 915 Deatsville Rd                 |               | No  | No       | No Cox's Creek      | KY    | 40013      | 502-349-3222                  | 502-349-9110   | filcon@bardstown.com                           |
| Fletcher Excavation, LLC                       |                                   | 51230         | No  | No B     | Bowling Green       | KY    | 42102      | 2705632020                    | 2708467279     | emily@fxdigsbg.com                             |
| Flynn Brothers Contracting, Inc.               | P O BOX 32065                     | P O Box 32065 | No  | No L     | Louisville          | KY    | 40232      | (502) 364-9100                | (502) 363-1646 | jcrice@flynnbrothers.com                       |
| G.B.M.C., Inc.                                 | 564 Eastern Blvd.                 |               | No  | No       | Clarksville         | Z     | 47129      | 8122827740                    | 812-282-7773   | GBMCINC82@AOL.COM                              |
| Garney Companies, Inc.                         | 200 Crutchfield Avenue            |               | No  | No       | Nashville           | TN    | 37210      | 6153507975                    | 6153506067     | sford@gamey.com                                |
| Hall Contracting of Kentucky, Inc.             | 3800 Crittenden Drive             |               | No  | No L     | Louisville          | KY    | 40209      | 5029923724                    | (502) 361-5771 | rshutt@hallky.com                              |
| Herrick Company, Inc.                          | 1385 Tracy Rd.                    |               | No  | No L     | Lawrenceburg        | KY    | 40342      | 502-839-3484                  | 502-839-0939   | hci@dcr.net                                    |
| Howell Contractors, Inc.                       | 980 Helen Ruth Drive              |               | No  | No F     | Ft. Wright          | KY    | 41017      | 8593315457                    | 8593316768     | pbricking@howellcontractors.com                |
| Hubert Excavating & Construction               | 2590 Bondville Road               |               | No  | No S     | Salvisa             | KY    | 40372      | 5026801281                    |                | hubertexcavating@gmail.com                     |
| Hussung Mechanical Contractors Inc. (HMC)      | 6913 Enterprise Drive, Suite B    |               | No  | No L     | No Louisville       | KY    | 40214      | 502-375-3500                  | 5023752377     | springerf@hussung.com                          |
| Infrastructure Systems, Inc.                   | 260 W. Vincennes St.              |               | No  | No       | Orleans             | Z     | 47452      | (812) 865-3309                | (812) 865-3009 | dschmidt@netsurfusa.net                        |
| J. Fletcher Creamer & Son, Inc.                | 1701 East Linden Ave              |               | No  | No L     | Linden              | N     | 07036      | 9089865688                    | 9089253350     | rflock@jfcson.com                              |
| Jeff Robards Construction Inc.                 | 4320 North Preston Highway        |               | No  | No S     | No Shepherdsville   | KY    | 40165      | 502-957-5909                  | 5029575977     | scottK@jrc-inc.com                             |
| K. Hayes Limited                               | 431 S. Broadway, Suite 332        |               | Yes | No L     | Lexington           | KY    | 40508      | 8593338887                    | 8592633192     | kunte@khayeslimited.com                        |
| Kelsey Construction, LLC                       | 212 Cedar Grove Road              |               | No  | No S     | Shepherdsville      | KY    | 40165      | (502) 955-1410                | (502) 921-9092 | gobel@kelseyconstruct.com                      |
| Larry Clark Construction, Inc.                 | 5427 Bardstown Road, Suite 2      |               | No  | No L     | No Louisville       | KY    | 40291      | (502) 239-8400                | (502) 231-1700 | LCC5427@yahoo.com                              |
| Lawrence Construction & Leasing, Inc.          | 233 Shorland Drive                |               | No  | No       | No Walton           | KY    | 41094      | (859) 586-5758                | (859) 586-5594 | lawrence.construction@outlook.com              |
| Layne Heavy Civil, Inc. (FKA - Reynolds, Inc.) | 4520 North State Rd. 37           |               | No  | No       | Orleans             | N     | 47452      | (812) 865-3232                | (812) 865-3075 | Mike.green@layne.com and lisa.sowder@layne.com |
| Louis D. Powell Excavating, Inc.               | 2200 Elder Park Road              |               | No  | No       | No LaGrange         | KY    | 40031      | 5022229940                    | 5022650155     | powell.louis@twc.com                           |
| Louisville Paving Company, Inc.                | 1801 Payne St.                    |               | No  | No L     | No Louisville       | KY    | 40206      | (502) 583-1726                | 5028154101     | dougw@loupaving.com                            |
| MAC Construction & Excavating Inc.             | 1908 Unruh Court                  | PO Box 6787   | No  | No       | No New Albany       | Z     | 47151-6787 | (812) 941-7895                | 8129410699     | bryanw@macconstruction.com                     |
| Martin Contracting Inc.                        | 2371 Irvine Road                  |               | No  | No R     | Richmond            | KY    | 40475      | 8596230112                    | 8596260822     | shawn.martin@martincontracting.net             |
| Miller Pipeline Corporation                    | 8850 Crawfordsville Rd.           |               | No  | No       | No Indianapolis     | Z     | 46234      | (317) 293-0278                | (317) 293-8502 | Kevin.Miller@millerpipeline.com                |
| PACE Contracting LLC                           | 200 Willinger Lane                |               | No  | No Je    | No Jeffersonville   | Z     | 47130      | (812) 283-5784                | (812) 283-5795 | tomwood@pacecontractingllc.com                 |
| Phillips Brothers Construction, LLC            | 120 Insanity Lane                 |               | No  | No       | Vine Grove          | KY    | 40175      | 2708776303                    | 2708776305     | estimating@phillipsdirt.com                    |
| Phillips Construction, LLC                     | 3649 Highway 41A                  |               | No  | No H     | Henderson           | KY    | 42420      | 2708306773                    | 2708309866     | rphillips@phillipsllc.net                      |
| RAM Engineering & Construction, Inc.           | 3208 Woodland Avenue              | PO Box 11549  | No  | No L     | No Louisville       | KY    | 40251-0549 | (502) 778-6484                | (502) 778-3551 | debbie.madden@chiltongroup.com                 |
| Riley Contracting Inc                          | 2835 US HWY 250 South             |               | No  | No       | No Norwalk          | НО    | 44857      | 4196688482                    | 4196685083     | tavis@rilevtrenchless.com                      |

| S. J. Louis Construction, Inc.          | 1351 Broadway Street W            | P. O. Box 459  | No  | No Rockville     | MN   | 56369-0459 3202539291 |                       | 3202533533     | jaimew@sjlouis.com                      |
|---|-----------------------------------|----------------|-----|------------------|------|-----------------------|-----------------------|----------------|---|
| Sang Corporation                        | 4574 Melton Avenue                |                | Yes | No Louisville    | KY   | 40213                 | (502) 368-0315        | (502) 367-0256 | (502) 367-0256 dsilva_sangcop@yahoo.com |
| Scott & Ritter, Inc.                    | 2385 Barren River Rd.             | P.O. Box 749   | No  | No Bowling Green | KY   | 42102-0749            | 42102-0749 2707819988 | 2707823267     | lukeritter@scottandritter.com           |
| Sedam Contracting Co., LLC              | 302 W. Lagrange Rd.               |                | No  | No Hanover       | N    | 47243                 | 8128665607            | 8128665625     | linda@sedamllc.com                      |
| Smith Contractors, Inc.                 | 1241 Bypass North                 | P O Box 480    | No  | No Lawrenceburg  | KY   | 40342                 | (502) 839-4196        | (502) 839-8348 | vg@sci82.com                            |
| Southern Pipeline Construction Co.      | 1272 Old Fem Valley Road          |                | No  | Yes Louisville   | KY   | 40219                 | 5029665195            | 5029665122     | BeverlyG@soupipe.com                    |
| S-Walk Inc. dba Seven Seas Construction |                                   | P.O. Box 16997 | Yes | Yes Louisville   | KY   | 40256                 | 5022317395            | 5024099582     | swalker@sevensc.net                     |
| T & C Contracting, Inc.                 | PO Box 72398                      | PO Box 72398   | No  | No Louisville    | KY   | 40272                 | 5029373433            | (502) 937-8636 | dave@tcky.biz                           |
| Tom Brown Construction Co., Inc.        | 7965 National Tumpike             |                | No  | No Louisville    | KY   | 40214                 | 5023610666            | (502) 367-7049 | BrownTomConstruc@bellsouth.net          |
| TSI Construction                        | 2325 Green Valley Road, Suite 103 | P.O. Box 1540  | No  | No New Albany    | ZI   | 47151                 | 8129486691            | 8129480266     | emorris@tsiconstructioninc.com          |
| 011 0 0                                 | 11.001111                         |                | ;   |                  | **** | 21001                 | 000000                | 000010000      | (                                       |

### 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 ENCASEMENT 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 ENCASEMENT 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:

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Range 1 = All encasement sizes greater than 2 inches to and including 6 inches
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- 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 ENCASEMENT 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 compete 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 compete 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 payement, 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 were 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 time 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 time shall not be limited to size or scope; however structures with connecting pipes of 2 inches or less shall not be paid under this item; but, shall be considered incidental to water construction, (i.e., removal of standard water meters up to and including 2 inches would not be paid under this item). Payment under this item shall include all labor, equipment, and compacted backfill for removal of the structure and restoration complete. No separate bid items will be established for size or structure variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W TAPPING SLEVE AND VALVE SIZE 1 OR 2 This item shall include the specified tapping sleeve, valve, valve box, concrete pad around valve box (when required in specifications or plans), labor, and equipment to install the specified tapping sleeve and valve, complete and ready for use in accordance with

the plans and specifications. The size shall be the measured internal diameter of the live pipe to be tapped. The size tapping sleeve and valve to be paid under sizes 1 or 2 shall be as follows:

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

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

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

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

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

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

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

W VALVE CUT-IN This bid description is for new cut-in valve installations of all sizes where installation is accomplished by cutting out a section of existing main. This item shall include cutting the existing pipe, supplying the specified valve, couplings or sleeves, valve box, concrete pad around valve box (when required in specifications or plans), labor, equipment, and materials to install the valve at the locations shown on the plans, or as directed by the engineer, complete and ready for use. Any pipe required for installation shall be cut from that pipe removed or supplied new by the contractor. No separate payment will be made for pipe required for cut-in valve installation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

#### SUPPLEMENTARY SPECIFICATIONS

## **KY22 at KY329 INTERSECTION IMPROVEMENTS**- WATER MAIN RELOCATION PROJECT LWC PROJECT 14004

#### PROJECT LIMITS

Limits of the referenced project include the intersection of KY 22 at KY 329.

#### PROJECT SUMMARY

The referenced project consists of the supply and installation of 850 + -1 linear feet of 12-inch Pressure Class 350 ductile iron water main and 40 + -1 linear feet of 8-inch Pressure Class 350 ductile iron water main including valves, fittings and tie-ins to existing water mains. Also included with this project is the installation of 1 + 1 fire hydrant and the transfer, renewal, relocation or discontinue of 1 + 1 customer services.

This project is "Supply and Install" and all pipe and fittings shall be supplied by the contractor. All materials supplied by the contractor shall comply with the Buy America requirments. (Fire Hydrants and copper tubing will be supplied by the Louisville Water Company)

#### **SCOPE OF WORK**

If there are any conflicts between the water main specification and other agency or utilities specifications regarding design or construction, then the Louisville Water Company current Technical Specifications take precedence.

#### MATERIALS FURNISHED BY CONTRACTOR

Materials furnished & installed by the CONTRACTOR shall include but not limited to the following:

- A. 12-inch Pressure Class 350 ductile iron water main
- B. 8-inch Pressure Class 350 ductile iron water main
- C. 12" Gate Valves (Right-hand open)
- D. 8" Gate Valves (Right-hand open)
- E. Plugs (various sizes)
- F. Bends (various sizes)
- G. Tees (various sizes)
- H. Reducers (various sizes)
- I. 12" x 6" anchor tees, 6" Gate Valves (Right-hand open)
- J. 12" and 8" Nitrile Gaskets
- K. Polywrap for all Ductile Iron Pipe
- L. Liquid Chlorine (12.5% Sodium Hypochlorite)
- M. Concrete, Asphalt, steel reinforcement & anchors, and joint sealer/filler
- N. All EPSC measures
- O. Seed and Straw

#### P. Bedding and backfill material

#### **GENERAL INFORMATION**

All water main work shall be installed by a Louisville Water Company Prequalified Contractor in the category of 4-inch to 16-inch ductile iron water main. For more information on pre-qualification requirements, contact Procurement Services of the Louisville Water Company at 569-3600.

The Contractor is to supply and install the ductile iron water main and all other water main appurtenances. The pipe and fittings shall be inspected by the LWC Inspector prior to installation and any defective or non-compliant pipe shall immediately be removed from the job site.

Rock shall be removed using mechanical methods (backhoe, hoe ram, or rock trenching machine). Blasting shall not be permitted unless approved by the Kentucky Transportation Cabinet.

#### **GATE VALVES**

In accordance with Section 1.1 of the Technical Specifications, existing valves shall be located and inspected by the contractor prior to the start of the project. Except in cases of emergency, the Contractor shall <u>not</u> operate any valve without direct supervision of the LWC Project Manager or Inspector.

#### TRAFFIC CONTROL

Traffic control shall be provided by the Contractor in accordance with the Kentucky Transportation Cabinet specifications.

#### **WORK SCHEDULE**

Work hours shall be per the Kentucky Transportation Cabinet roadway contract documents

The Contractor shall anticipate the need to work on weekends and nights to complete tie-ins and service transfers involving shut-offs. All such work will be considered incidental to the project and no additional compensation will be provided. As with holidays and any work planned for weekends, this shall be pre-approved by the LWC Project Manager.

In the case of an emergency, the Contractor shall immediately notify the LWC Construction Inspector, Radio Room, and Customer Service. Prior to the actual shutoff, the contractor shall contact each customer (door-to-door) to alert customers of the emergency situation and the need to shut-off the main.

#### **PIPELINE CONSTRUCTION**

Unless otherwise indicated on the project drawings or modified by these supplementary specifications, all applicable provisions of the "Louisville Water Company Technical Specifications and Standard Drawings for Pipeline Construction" (2008 Edition) shall govern work on this project.

Prior to the start of any water main work at the site, the Contractor and the LWC Project Manager, LWC Construction Inspector and the KYTC Inspector shall review the proposed pipeline alignment with respect to the locations marked by BUD and other existing site improvements.

Field modifications to the proposed pipeline alignment may be necessary to avoid or minimize the effects of potential conflicts. To avoid potential conflicts with existing utilities located perpendicular and/or parallel to the proposed main, the Contractor shall anticipate the need to use offsets, bends and fittings when installing the new main, and for large service connections. All such alignment change requires LWC Project Manager and KYTC Resident Engineer prior approval.

Standard burial depth for new water mains is 42 inches, as measured from the top of the finished ground to the top of the newly installed pipe. Situations requiring a depth of burial outside the standard will require prior approval from the Louisville Water Company and the KYTC Resident Engineer.

The Contractor is cautioned that OSHA trench safety standards apply to all excavations.

Prior to completing tie-ins, the type, size and condition of the existing pipe shall be verified. When the existing pipe is other than indicated on the Project Plans, the Construction Inspector or LWC Project Manager shall be contacted immediately to assess the need for revising the tie-in location. All revisions are to be coordinated with the KYTC Resident Engineer and/or the KYTC Inspector. The Contractor shall be compensated in accordance with the supplementary unit prices for any additional pipeline installed to change the tie-in location.

#### **INSPECTIONS**

The Contractor shall notify the LWC Project Manager along with the KYTC Resident Engineer and/or the KYTC Inspector at least 48 hours prior to beginning water line work.

#### TRENCH CONSTRUCTION

Pipeline bedding and initial backfill shall consist of DGA, manufactured sand or pit-run sand; selected, placed, and compacted in accordance with Section 7 of the Technical Specifications.

When under *pavement* (*streets, driveways, and entrances*), the final backfill material shall consist of DGA or pit-run sand placed to within 9-1/2 inches of the final grade elevation, followed by the placement of an 8-inch concrete cap and a 1-1/2 inch asphalt surface.

When under *sidewalks*, the final backfill may consist of on-site excavated material, provided the material is free of objectionable constituents such as large rock, asphalt, concrete, organic material and demolition debris. This backfill material shall be placed and compacted to the subgrade elevation, followed by the placement of a 6-inch layer of DGA and the concrete sidewalk. The surface of the DGA shall be level and free from surface depressions or potholes, and may serve as a temporary sidewalk until the concrete sidewalk is completed.

When under *grassed areas*, the final backfill may consist of on-site excavated material, provided the material is free of objectionable constituents such as large rock, asphalt, concrete, organic material, and demolition debris.

#### **EROSION PREVENTION SEDIMENT CONTROL MEASURES**

An erosion control plan is required by MSD and/or Louisville Metro. An erosion control plan shall be prepared by the contractor and submitted to MSD for review and approval. The contractor is responsible for maintaining all erosion control measures within the project limits in accordance with the latest MSD, Louisville Metro and LWC specifications. The contractor is responsible for making all erosion control modifications within the project limits required by MSD, Louisville Metro and/or LWC at no additional cost to LWC. The contractor is responsible to rectify any disputes that may arise due to inadequate erosion control measures as determined by MSD and/or Louisville Metro.

As a minimum, erosion control features shall be provided at catch basins, headwalls and in small ditches where associated construction procedures may cause the transport of sediment into the storm drainage system. Silt Fence must be installed along the trench per MSD's standards. When soil is disturbed within grassy areas, erosion control protection shall also be provided at yard drains. Care will be required to minimize stockpiling or placing backfill or excavated materials on roadways.

#### **ACCEPTANCE TESTING**

A chlorine injection system will be used to fill the new main. The LWC Construction Inspector will provide the equipment needed to inject the chlorine-based solution into the main. The Contractor shall supply the chlorine solution and assist the Inspector with the connection of hoses and the operation of valves.

#### **SERVICE WORK**

Contractor is responsible for obtaining all plumbing permits required for any service work. Prior to beginning service work, including the installation of in-line tees for large services, the Contractor shall make a thorough evaluation of each meter vault within the limits of the project. Discrepancies between the field conditions and the Project Plans shall be discussed with the Construction Inspector along with the KYTC Resident Engineer and/or the KYTC Inspector.

Copper couplings shall not be used under paved areas. In situations where the new main is located on the opposite side of the roadway from the existing main or where the

existing main is located in the roadway, "long" service transfers shall be completed by advancing a new service line from the new main to the meter vault.

#### **CUSTOMER SERVICES**

Prior to beginning any work that requires a shut-off of the main or individual services, the work crew shall make a thorough evaluation of each service connection and meter vault within the limits of the shut-down. Discrepancies between the field conditions and the Project Plans shall be discussed with the Construction Inspector along with the KYTC Resident Engineer and/or the KYTC Inspector.

The contractor shall be responsible for making all connections to the distribution system and the individual customer services.

The type, size and condition of the existing customer service at the property line shall be verified before completing the service reconnection. Where lead is encountered at the property line and an existing property connection is not found, the service crew shall extend the service excavation up to three (3) feet behind the property line to remove additional lead and to search for an existing property connection. The service reconnection shall then be completed at the three-foot distance, or less, if an existing property connection is encountered.

The Contractor shall note that there may be critical customer services located within the limits of this project. Planned water outages affecting these services may require coordination with the affected customers. The Contractor shall provide to the Construction Inspector along with the KYTC Resident Engineer and/or the KYTC Inspector, a minimum two-week prior notice of planned water outages that effect large services (2-inch or larger) or critical customer services connected to medical facilities, schools, or day cares. The Contractor shall anticipate the need to schedule service work and tie-ins requiring planned water outages around the needs of these facilities.

Contractor shall avoid installing meter vaults in pavements. However, if needed, new heavy frame and covers shall be used for meter vaults located in or relocated to paved areas or to areas subject to vehicular traffic.

#### **POST CONSTRUCTION**

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

#### WARRANTIES

All pipeline work shall be warranted for two (2) years from the date of Final completion unless specified otherwise.

#### POLYETHYLENE ENCASEMENT SPECIFICATIONS

Polyethylene encasement shall consist of the following:

- A. 8 mil thick (linear low density polyethylene tube type). Polyethylene encasement shall be the color blue. Other colors will be rejected.
- B. Conforming to the current AWWA Standard C105-05 shall be used with Ductile Iron Pipe only.
- C. Marking requirements for polywrap are as outlined in AWWA C105-05. Polywrap without correct markings will be rejected.
- D. Polyethylene adhesive tape must be compatible with polyethylene wrap and must be not be less than 5 mil thick.
- E. Contractor shall provide certificate of compliance for Polywrap.

#### **DUCTILE IRON PIPE AND FITTINGS SPECIFICATIONS**

#### SUBMITTALS

Shop drawings and manufacturer's literature for all CONTRACTOR supplied materials shall be promptly submitted to the LWC PROJECT MANAGER for approval.

Contractor shall submit the Certification by the manufacturer or supplier that the pipe furnished for this project meets all pertinent LWC and AWWA Standards.

#### PIPE SUPPLIER

Ductile iron pipe and fittings shall be manufactured by an LWC pre-qualified vendor. Approved LWC Ductile Iron pipe vendors include US Pipe and Foundry, American Cast Iron Pipe Company, Griffin Pipe Co., and Clow Water Systems Company.

#### PIPE MATERIAL

Ductile iron pipe shall conform to the latest specifications as adopted by American National Standards Institute, Inc., (ANSI) and American Water Works Association (AWWA). Specifically, ductile iron pipe shall conform to ANSI/AWWA C151/A21.51.

The pipe shall be coated outside with a bituminous coating in accordance with ANSI/AWWA C151/A21.51. The pipe interior shall be lined with two layers of cement mortar and seal coated in compliance with the latest revision of ANSI/AWWA C104/A21.4.

The class of pipe to be furnished shall be pressure class 350.

#### **Testing**

Each length of pipe shall be subjected to a hydrostatic proof test as required by ANSI/AWWA C151/A21.51.

#### Joints

Mechanical and push-on joints including accessories shall conform to ANSI/AWWA C111/A21.11.

#### **MARKING PIPE**

Each pipe, fitting or special section shall have the following plainly marked thereon:

- 1. Pipe Class
- 2. Date of Manufacture
- 3. Manufacturer's name or trademark
- 4. On bends, the angle turned thereby

#### 5. Manufacturer's identification number

#### **INSTALLATION**

#### A. Push-On Joints

The surfaces with which the rubber gasket comes in contact shall be thoroughly cleaned just prior to assembly. The gasket shall then be inserted into the groove in the bell. Before starting joint assembly, a liberal coating of a lubricant that is non-toxic with no deteriorating effect and which does not support growth of bacteria shall be applied to the gasket and the spigot end. With the spigot end centered in the bell, the spigot end is pushed home.

#### B. Mechanical Joints

All components shall be cleaned and lubricated with soapy water prior to assembly. Slip the follower gland and gasket over the pipe plain end making sure the small side of the gasket and lip of the gland face the bell socket. Insert the plain end into socket. Push gasket into position with fingers, gasket should be evenly seated.

Slide gland into position, insert bolts and tighten by hand. Bolts are then tightened alternately (across from one another) to the following normal torques:

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

#### VALVES AND APPURTENANCES

#### PART 1 GENERAL

#### 1.01 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment, and incidentals required and install complete and ready for operation all gate valves and appurtenances as shown on the Project Drawings and as specified herein. Supplier shall design, manufacture, shop test, and deliver all valves and accessories, including actuators in strict accordance with American Water Works Association (AWWA) Standard C515-09, AWWA Standard For Resilient Seated Gate Valves
- B. The equipment shall include but is not limited to the following:

Gate Valves, Bends and Tees.

#### 1.02 DESCRIPTION OF SYSTEMS

All of the equipment and materials specified herein is intended to be standard for use in controlling the flow of water.

#### 1.03 QUALIFICATIONS

The gate valves shall be Iron body, Resilient Seat Gate Valve as manufactured by United States Pipe and Foundry Company, of Birmingham, Alabama; or American Flow Control Series 2500, or an approved equal. For proposed equals, the CONTRACTOR shall submit manufacturer's information and specifications to the LWC Project Manager, no later than 5 working days before the scheduled bid opening, for PRE-APPROVAL as an equal. All valves and appurtenances shall be of the size shown on the Project Drawings and as far as possible all equipment of the same type shall be from one manufacturer. All valves and appurtenances shall have the name of the maker, flow-directional arrows, and the working pressure for which they are designed cast in raised letters on some appropriate part of the body.

#### 1.04 SUBMITTALS

Complete Shop Drawings of all valves and appurtenances shall be submitted to the LWC Project Manager for approval.

#### 1.05 OPERATING INSTRUCTIONS

A. Manufacturer's operating and maintenance instructions shall be furnished to the LWC Project Manager for equipment furnished under this Section.

- B. The valve manufacturer shall supply and integrally mount all valve operators at the factory. The valve and operators shall be shipped as a unit.
- C. All valves shall open clockwise (to the right).
- D. Valve operator shall be provided with enclosed bevel gearing to reduce the torque required to operate the valve. The maximum required input torque to the actuator shall not exceed 125 foot-pounds, and shall meet AWWA Class 150B maximum operating torque for the respective valve. The actuators shall be full gasket, suitably seal, grease-packed for life, and designed to withstand submersion in water to 10 psi.
- E. The actuator shall be fitted with a 2-inch AWWA valve-operating nut, cast iron.
- F. The number of turns shall not be less 3 times the valve diameter (inches) or more than 4 times the valve diameter to open or close the valve.

#### PART 2 PRODUCTS

#### 2.01 MATERIALS AND EQUIPMENT

#### A. General

- All valves and appurtenances shall be of the size shown on the Drawings and as far as possible all equipment of the same type shall be from one manufacturer.
- 2. All valves and appurtenances shall have the name of the manufacturer, flow direction arrows, and the working pressure for which they are designed cast in raised letters upon some appropriate part of the body.

#### 2.02 PRODUCTS

#### A. Gate Valves

- 1. General Requirements.
  - a. Unless otherwise specified below, these requirements shall apply to all gate valves.
  - b. Gate valves shall meet the requirements of AWWA C500 and AWWA C515-09 as applicable to the type of valve specified.
  - c. The valve body, bonnet and gate castings shall be constructed of ductile iron, and shall have full shell thickness according to AWWA C515-09, table 2, section 4.4.
  - d. Except as otherwise specified, valves shall be rated for the following working water pressures:

Valve Size Pressure (psig)
3-inch to 48-inch 250

All valve bodies shall be hydrostatically tested to at least twice the rated working water pressure of 250psi. In addition, valves shall be seattested, bi-directional at the rated working pressure, with a bubble tight seal. Provide certificates of testing.

- e. Flanged valves to have face-to-face dimensions per ANSI C115.
- f. All bonnet and packing gland bolts shall be zinc or cadmium electroplated steel; packing gland bolts shall have bronze nuts.
- g. Resilient-seated gate valves shall conform in all respects to ANSI/AWWA C515-09 with non-rising stems, fully bronze mounted with O-ring seals. Valves shall be of standard manufacture and of the highest quality both as to materials and workmanship and shall conform to the latest revisions of AWWA Specification C-500. Valves shall have a rated working pressure of 250 psi, and test pressure of 500 psi and shall be opened by turning clockwise only.
- h. Shall be designed for buried service where groundwater may completely submerge the valve and actuator. Gate valves shall be furnished with mechanical joint end connections with stainless steel hardware T-316, unless otherwise shown on the plans or specified herein. The end connections shall be suitable to receive ductile iron pipe. All gate valves shall be mechanically restrained to pipe utilizing a positive mechanical restraint such as American's Coupling Gland Ends, or equal, employing stainless steel 316 bolts and nuts. No friction type restraint such as Megalugs will be acceptable.
- i. Subjected to a non-shock shutoff pressure of as much as 150 psi in the event of an emergency closure.
- j. Shall be used for potable water service with a temperature range of 34 degrees F to 85 degrees F and a pH range of 8.0 to 8.5

#### 2. Valve Applications

- a. Valves for Potable Water Service.
- b. Gate Valves shall be resilient seated Metroseal manufactured by U.S. Pipe, or equal.

#### 3. Valve Requirements

- a. Resilient Seated
  - Conform to AWWA C515-09.
  - Internal and external epoxy of valve body, including bonnet, per

AWWA C550.

- Gate shall be encapsulated with synthetic rubber. It shall be bonded and vulcanized in accordance with ASTM B429 Method B.
- No recesses in valve body.
- Valves shall be installed in the vertical position.

#### 4. Buried Valves

- a. Conform to the requirements above, except mechanical joint bell ends per AWWA C111. All exposed valve hardware (nuts, bolts, washers, etc.) including bonnet, bonnet cover, stuffing box, gear adaptor and joints shall be Type 316 stainless steel.
- b. Non-rising stem design, double O-ring seals for non-geared valves and shall incorporate packing for geared valves.
- c. Provide valve box, 2-inch operating nut and extension stem and stem cover, and tee handled valve wrenches.

#### PART 3: EXECUTION

#### 3.01 INSTALLATION

- A All valves and appurtenances shall be installed in the locations shown, true to alignment and rigidly supported. Any damage to the above items shall be repaired to the satisfaction of the LWC Project Manager before they are installed.
- B After installation, all valves and appurtenances shall be tested at the same duration and pressure as the piping system they are in. If any joint proves to be defective, it shall be repaired to the satisfaction of the LWC Project Manager.
- C Install all brackets, extension rods, guides, the various types of operators and appurtenances as shown on the Drawings that are in masonry floors or walls, and install concrete inserts for hangers and supports as soon as forms are erected and before concrete is poured. Before setting these items, the Contractor shall check all plans and figures which have a direct bearing on their location and he shall be responsible for the proper location of these valves and appurtenances during the construction of the structures.
- D All materials shall be carefully inspected for defects in workmanship and materials; all debris and foreign material cleaned out of valve openings, etc.; all operating mechanisms operated to check their proper functioning, and all nuts and bolts checked for tightness. Valves and other equipment which do not operate easily, or are otherwise defective, shall be repaired or replaced at not additional cost.
- E Unless otherwise specified or approved by the LWC Project Manager, all newly installed gate valves shall maintain a minimum 12" of cover as measured from the top of ground elevation to the top nut elevation.

- F All valves and appurtenances shall be installed in the locations shown, true to alignment and rigidly supported. Any damage to these items shall be repaired or replaced to the satisfaction of the LWC Project Manager before they are installed.
- G After installation, all valves and appurtenances shall be tested at least one (1) hour at the working pressure corresponding to the class of pipe, unless a different test pressure is specified. If any joint proves to be defective, it shall be repaired to the satisfaction of the LWC Project Manager.
- H All materials shall be carefully inspected for defects in workmanship and materials; all debris and foreign material cleaned out of valve openings, etc.; all operating mechanisms operated to check their proper functioning; and all nuts and bolts checked for tightness. Valves and other equipment that do not operate easily, or are otherwise defective, shall be repaired or replaced at no additional cost to the OWNER.

#### 3.02 SHOP PAINTING

- A Interior surfaces of all valves except the exterior surfaces of buried valves and miscellaneous piping appurtenances shall be given a shop finish of an asphalt varnish conforming to Federal Specification TT-V51e for Varnish Asphalt.
- B. The exterior surface of various parts of valves, operators, floorstands and miscellaneous piping shall be thoroughly cleaned of all scale, dirt, grease or other foreign matter and thereafter one shop coat of an approved rust-inhibitive primer such as Inertol Primer No. 621 shall be applied in accordance with the instructions of the paint manufacturer. Ferrous surfaces obviously not to be painted shall be given a shop coat of grease or other suitable rust-resistant coating.
- C General The finish coating materials shall be suitable for potable water service, and shall conform to the applicable requirements of the latest revision to AWWA C550, Protective Interior Coatings for Valves and Hydrants. All internal and external surfaces, except finished or bearing surfaces, shall be shop-cleaned and coat-applied in accordance with this Specification and with the applicable Steel Structure Painting Council (SSPC) Specifications. A light color shall be used to enhance inspection and maintenance.
- D Surface Preparation Surface irregularities, such as weld spatter, burrs, and sharp or rough edges, shall be eliminated prior to surface preparation. Surfaces shall be prepared in accordance with Steel Structures Painting Council Specifications SP-6, Commercial Blast Cleaning, with 1.5-3.0 mils profile depth. If grease or spills are present, solvent cleaning to SSPC SP-1 quality must precede SP-6.
- Paint System and Application Coatings shall be applied in accordance with the recommendations found in SSPC PA-1, Shop, Field, and Maintenance Painting. The paint system shall be a two-coated catalyzed epoxy system for ferrous and non-ferrous metals subject to chemical corrosion or physical abrasion. The first coat shall be a high-build catalyzed epoxy with a minimum 50 percent solids

applied by volume, applied at 6 - 8 mils (dry). The second coat shall be the same as the first coat. The system's total thickness shall be 12 mils (dry) minimum, and shall be holiday-free when tested in accordance with AWWA C550, using a holiday detector such as Tinker and Raser MI/AC.

#### 3.03 INSPECTION AND TESTING

- A. The various pipelines in which the valves and appurtenances are to be installed are specified to be field-tested. During these tests any defective valve or appurtenance shall be adjusted, removed and replaced, or otherwise made acceptable to the LWC Project Manager.
- B. Valve and Actuator The test program outlined in AWWA Specification C515-09 shall be followed for Performance, Leakage, and Hydraulic tests. Valves are to be tested in both directions. A copy of a previous proof-of-design test shall be acceptable. The Supplier shall submit an affidavit of compliance with testing and other provisions of AWWA C515-09. The Supplier shall send a certification of compliance of capabilities of the actuators furnish as a component of each unit.
- C. Coating The Supplier shall submit an affidavit of compliance, signifying that the coating and application complies with the requirements of AWWA C550 Protective Interior Coatings for Valves and Hydrants and Steel Structure Painting Council's Steel Structures Painting Manual, Volumes 1 and 2. Test data related to the requirements of Section 2 and the toxicological compatibility of the coating materials with potable water application shall be submitted along with the affidavit.

OLDHAM COUNTY STPM 5140 (039)

# Standard Sanitary Sewer Bid Item Descriptions

S BYPASS PUMPING This item shall include all labor, equipment, and materials needed to complete a bypass pumping and/or hauling operation for diversion of sewage during sanitary sewer construction. Examples of such operations when bypass pumping and/or hauling may be necessary is during force main tie-ins, manhole invert reconstruction, insertion of new manholes into existing mains, or other similar construction. There may be more than one bypass pumping/hauling operation on a project. This item shall be paid for each separate bypass pumping/hauling operation occurrence as called out on the plans or directed by the engineer and actually performed. There will be no separate bid items defined for length, duration, or volume of sewage pumped or hauled in each occurrence. If a bypass pumping/hauling operation is called out on the plans; but, conditions are such that the bypass pumping/hauling operation is not needed or utilized, no payment will be made under this item. The contractor shall draw his own conclusions as to what labor, equipment, and materials may be needed for each bypass pumping/hauling occurrence. The contractor should be prepared to handle the maximum volume of the sewer being bypassed, even during a storm event. This item shall not be paid separately, but shall be considered incidental, when bypass pumping and/or hauling is needed during cast-in-placepipe (CIPP) and/or point repair operations. 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).

S CIPP LATERAL SERVICE INVSTIGATION This item shall include all equipment, materials, labor and incidentals necessary to enter the sewer in compliance with all safety/confided space requirements and perform the identification, assessment and pre-measurement of all existing and abandoned laterals for the placement of Cured-In-Place-Pipe lining. This item shall be in payment for all lateral service investigation for all sewer segments to be lined as a part of this contract. This bid item shall include bypass pumping when required. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. Payment for this item shall be LUMP SUM (LS).

S CIPP LATERAL REINSTATEMENT This item is to pay for installing a Cured-In-Place-Pipe liner in service laterals and service/mainline connections to stabilize structural defects and construction inadequacies. This bid item shall include all labor, equipment, materials and incidentals necessary to perform the service lateral reinstatement in accordance with the plans and specifications. Work under this item shall include bypass pumping, `I`sewer flow control, pre-installation cleaning, sealing connections to existing sewer main, pre- and post- construction CCTV inspection and final testing of the CIPP system. This item shall also include the "top hat" required by the specifications. All CIPP lateral reinstatements shall be paid under this item regardless of the size or length of reinstatement. No separate bid items of varying sizes or length of CIPP lateral reinstatement will be provided in the contract. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. Payment for this item shall be EACH (EA) for each CIPP lateral reinstatement complete and ready for use.

**S CIPP LINER** This bid Item is to pay for rehabilitation of existing sanitary sewers using the Cured-In-Place-Pipe method. This bid item description applies to all CIPP sizes included in the contract.

All CIPP Liner items of all varying sizes shall include all labor, materials, customer notification, testing, necessary permits, ingress and egress procedures, bypass pumping, pre-construction video, sediment and root removal, dewatering, traffic control, erosion and sediment control, excavation pits, removal and replacement of manhole frames and covers as necessary to facilitate the lining work, sealing at manholes and service connections, clearing and grubbing, pipeline cleaning, re-cleaning and video inspection as many times as necessary, debris collection and disposal, root removal, pre- and post-construction video inspection, all digital inspection footage, final report preparation and approval, the cost of potable water from the Owner, required compliance tests, site restoration, site cleanup, sealing of liner at manholes, acceptance testing and all other rehabilitation work and incidentals not included under other pay items necessary to complete the rehabilitation per the plans and specifications. There will be no separate payment for acceptance testing of the lined pipe; but shall be considered incidental to this item. Pay under this item shall be by each size bid in the contract. Pay measurement shall be from center of manhole to center of manhole. 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).

S CIPP PROTRUDING LATERAL REMOVAL This item includes all equipment, materials, labor and incidentals necessary to enter the sewer in compliance with all safety/confined space requirements, remove a sufficient amount of the protruding tap to insure a proper and safe Cured-In-Place-Pipe lining insertion and perform pre-installation CCTV. This bid item shall include bypass pumping when required. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. Payment for this item shall be EACH (EA) for each protruding lateral removed.

S CONCRETE PIPE ANCHOR This item shall be constructed on the sewer pipe at the locations shown on the plans in accordance with sanitary sewer specifications and standard drawings. Payment for concrete anchors will be made at the contract unit price each in place complete and ready for use. Each concrete anchor of sewer pipe or force main shall be paid under one bid item per contract regardless of the sizes of carrier pipe being anchored in the contract. 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.

S 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 force main or gravity sewer 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).

S ENCASEMENT CONCRETE Includes all labor, equipment, excavation, concrete, reinforcing

steel, backfill, restoration, and etc., to construct the concrete encasement of the sewer or force 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.

**S ENCASEMENT 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).

**S ENCASEMENT 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 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).

S FORCE MAIN This description shall apply to all PVC and ductile iron and polyethylene/plastic pipe bid items of every size and type, 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, 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 also include pipe anchors on polyethylene pipe runs as shown on the plans or required by the specifications 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). No separate payment will be made under pipe items when the directional bore pipe is the carrier 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. 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).

S FORCE MAIN AIR RLS/VAC VLV This bid item description shall apply to all force main air release/vacuum valve installations of every size except those defined as "Special". This item shall include the air release/vacuum 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/vacuum 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/vacuum 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.

S FORCE MAIN 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 sewer or force main under streets, buildings, 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).

**S FORCE 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 force 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. Force Main Relocate shall not be paid on a linear feet basis; but shall be 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.

S FORCE MAIN TAP SLEVE/VALVE RANGE 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:

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

Range 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.

**S FORCE MAIN TIE-IN** This bid description shall be used for all force 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, testing and backfill required to make the force main tie-in as shown on the plans and in accordance with the specifications complete and ready for use. This bid item shall include purge and sanitary disposal of any sewage from any abandoned segments of force main. Pipe for tie-ins shall be paid under separate bid items. 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.

**S FORCE MAIN VALVE** This description shall apply to all force main 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 force main valves being installed with new force 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, 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 f o r use. If required on plans and/or proposed adjoining DIP is restrained, force main valves s h a 11 be restrained. Force main valve restraint shall be considered incidental to the force main valve 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.

S FORCE MAIN 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 force main valve 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.

S LATERAL CLEANOUT This item shall be for payment for installation of a cleanout in a service lateral line. This item shall include furnishing and installation of a tee, vertical pipe of whatever length required, and threaded cap. The cleanout shall extend from the lateral to final grade elevation. The size of the cleanout shall be equivalent to the size of the lateral. The cleanout materials shall meet the same specification as those for the lateral. The cleanout shall be installed at the locations shown on the plans or as directed by the engineer. Only one pay item shall be established for cleanout installation. No separate pay items shall be established for size or height variances. 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.

S LATERAL LOCATE This bid item is to pay for all labor, equipment, and materials needed in locating an existing sanitary sewer service lateral for tie-in of the lateral to new mainline sewers and/or for the relocation of a lateral. This bid item shall be inclusive of any and all methods and efforts required to locate the lateral for tie-in or relocation of the lateral. Locating methods to be included under this items shall include, but are not limited to, those efforts employing the use of video cameras from within an existing sanitary sewer main or lateral, electronic locating beacons and/or tracers inserted into the sanitary sewer main or lateral, careful excavation as a separate operation from mainline sewer or lateral excavation, the use of dyes to trace the flow of a lateral, or any combination of methods required to accurately locate the lateral. 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).

S LATERAL LONG SIDE This bid item description shall apply to all service lateral installations of every size up to and including 6 inch internal diameter, except those lateral bid items defined as "Special". This item includes the specified piping material, main tap, bends, clean outs, labor, equipment, excavation, backfill, testing, and restoration, at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready for use. This bid item is to pay for service lateral installations where the ends of the lateral connection are on opposite sides of the public roadway. The new lateral must cross the centerline of the public roadway to qualify for payment as a long side lateral. The length of the service lateral 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 lateral across a private residential or commercial entrance alone shall not be reason to make payment under this item. Private or commercial entrances shall not be considered a public roadway in defining payment under this item. 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.

S LATERAL SHORT SIDE This bid item description shall apply to all service lateral installations of every size up to and including 6 inch, except those lateral bid items defined as "Special". This item includes the specified piping material, main tap tee, bends, clean outs, labor, equipment, excavation, backfill, testing, and restoration, at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready for use. This bid item is to pay for lateral installations where both ends of the lateral connection are on the same side of the public roadway, or when an existing lateral 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 lateral 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 lateral 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. 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.

**S LINE MARKER** This item is for payment for furnishing and installing a sewer 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.

S MANHOLE Payment under this item is for the installation of new 4 foot interior diameter sanitary sewer manhole. Payment for manholes will be made at the contract unit price each in place complete and ready for use at the locations shown on plans in accordance with specifications and standard drawings. Manholes shall include concrete base, barrel sections, cone section or slab top, steps, excavation, backfilling, air testing, restoration, and cleanup in accordance with the specifications and standard drawings. Payment shall be made under this item regardless of whether the base is to be precast or cast-in-place (doghouse). All materials, except casting, shall be new and unused. An existing casting from an existing abandoned or removed manhole is to be reused and shall be considered incidental to this item. When a new casting is specified, or an existing casting is unavailable, it shall be paid as a separate bid item. Anchoring of casting, new or used, shall be considered incidental to this bid item. No additional compensation will be paid for manhole height variations. No additional payment will be made for rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

**S MANHOLE ABANDON/REMOVE** Payment under this item is for the partial removal and/or filling of any sanitary sewer manhole regardless of size or depth that no longer serves any purpose. Payment shall be made regardless of whether the manhole is or is not in conflict with other work. Any manhole requiring partial removal, but not total removal, in order to clear a conflict with other work shall be paid under this item. All manholes partially removed shall be removed to a point at least one foot below final grade, one foot below roadway subgrade, or one foot clear of any other underground infrastructure, whichever is lowest. If partial removal of an abandoned manhole is elected by the contractor, the remaining manhole structure shall be refilled with flowable fill. Payment for disposal of a sanitary sewer manhole will be made under this item only. 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.

S MANHOLE ADJUST TO GRADE Payment under this item is for the adjustment of sanitary sewer casting elevation on all sizes of existing sanitary manholes. This work shall be performed in accordance with the sanitary sewer specifications. Payment shall be made under this bid item regardless of the amount of adjustment necessary to a sanitary sewer manhole casting or diameter of the manhole. Work under this pay item may be as simple as placing a bed of mortar under a casting; but, shall also be inclusive of installation of adjusting rings, and /or addition, removal, or replacement of barrel sections. The existing casting is to be reused unless a new casting is specified on the plans. New casting, when specified, shall be paid as a separate bid item. Anchoring of the casting shall be incidental to this 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.

**S MANHOLE CASTING STANDARD** Payment under this bid items is for furnishing of a new standard traffic baring casting for sanitary manholes meeting the requirements of the sanitary sewer specifications and standard drawings. 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 installed.

**S MANHOLE CASTING WATERTIGHT** Payment under this bid item is for furnishing of a new watertight traffic baring casting for sanitary manholes meeting the requirements of the sanitary sewer specifications and standard drawings. 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 installed.

S MANHOLE RECONSTRUCT INVERT This bid item is to pay for all labor, equipment, and material for rework of the manhole bench to redirect or eliminate flow, such as when the flow of a pipe or pipes are being removed or redirected. This work will be as specified in the plans, specifications, or directed by the engineer. This work may consist of, but is not limited to, removal of concrete and/or placement of concrete in elimination or redirect of flow. This item shall also include providing and placement of a rubber seal or boot as required by utility specification, standard drawing or plan. The contractor shall draw his own conclusions as to the effort and scope of work needed to comply with the specifications, standard drawings, and plans. No payment shall be made under this bid when MANHOLE TAP EXISTING, or MANHOLE TAP EXISTING ADD DROP are being paid at the same location, as this type of work is included in those items. 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.

**S MANHOLE TAP EXISTING** This bid item is to pay for all labor, equipment, and material for coring one opening in an existing manhole base, addition of a rubber seal as specified, and rework of the manhole bench to direct the additional pipe flow. The bid item shall be paid for each core opening added to a single manhole. This bid item shall also include any rework of the existing manhole bench due to the elimination of other existing pipes and flow. This work will be as specified in the plans, specifications, or directed by the engineer. This work may consist of, but is not limited to, removal of concrete and/or placement of concrete in the addition, elimination, or redirect of flow. The contractor shall draw his own conclusions as to the effort and scope of work needed to comply with the

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specifications, standard drawings, and plans. 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.

S MANHOLE TAP EXISTING ADD DROP This bid item is to pay for all labor, equipment, and material for coring one opening in an existing manhole base, addition of a rubber seal as specified, addition of a vertical drop pipe to the outside of the manhole, placement of reinforcing steel and concrete to encase vertical pipe, and rework of the manhole bench to direct the additional pipe flow. The bid item shall be paid for each drop added to a single manhole. This bid item shall also include any rework of the existing manhole bench due to the elimination of other existing pipes and flow. This work will be as specified in the plans, specifications, or directed by the engineer. This work may consist of, but is not limited to, removal of concrete and/or placement of concrete in the addition, elimination, or redirect of flow. The contractor shall draw his own conclusions as to the effort and scope of work needed to comply with the specifications, standard drawings, and plans. 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.

S MANHOLE WITH DROP Payment under this item is for the installation of new 4 foot interior diameter sanitary sewer manhole with drop. Payment for drop manholes will be made at the contract unit price each in place complete and ready for use at the locations shown on plans in accordance with specifications and standard drawings. Drop manholes shall include concrete base, barrel sections, drop materials, cone section or slab top, steps, excavation, backfilling, air testing, restoration, and cleanup. Payment shall be made under this item regardless of whether the base is to be precast or cast-in-place (doghouse). All materials, except casting, shall be new and unused. An existing casting from an existing abandoned or removed manhole is to be reused and shall be considered incidental to this item. When a new casting is specified, or an existing casting is unavailable, it shall be paid as a separate bid item. Anchoring of casting, new or used, shall be considered incidental to this bid item. No additional compensation will be paid for manhole height variations. No additional payment will be made for rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S MANHOLE WITH LINING Payment under this item is for the installation of new 4 foot interior diameter sanitary sewer manhole with corrosion resistant lining. Payment for manholes will be made at the contract unit price each in place complete and ready for use at the locations shown on plans in accordance with specifications and standard drawings. Manholes shall include concrete base, barrel sections, cone section or slab top, steps, lining, excavation, backfilling, air testing, restoration, and cleanup in accordance with the standard drawings. Payment shall be made under this item regardless of whether the base is to be precast or cast-in-place (doghouse). All materials, except casting, shall be new and unused. An existing casting from an existing abandoned or removed manhole is to be reused and shall be considered incidental to this item. When a new casting is specified, or an existing casting is unavailable, it shall be paid as a separate bid item. Anchoring of casting, new or used, shall be considered incidental to this bid item. No additional compensation will be paid for manhole height variations. No additional payment will be made for rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S MANHOLE WITH TRAP Payment under this item is for the installation of a new manhole with

trap. Payment for trap manholes will be made at the contract unit price each in place complete and ready for use at the locations shown on plans in accordance with specifications and standard drawings. Trap manholes shall include concrete base, manhole structure and trap materials, cone section or slab top, steps, excavation, backfilling, air testing, restoration, and cleanup. All materials, except casting, shall be new and unused. Payment shall be made under this item regardless of whether the base is to be precast or cast-in-place (doghouse). An existing casting from an existing abandoned or removed manhole is to be reused and shall be considered incidental to this item. When a new casting is specified, or an existing casting is unavailable, it shall be paid as a separate bid item. Anchoring of casting, new or used, shall be considered incidental to this bid item. No additional compensation will be paid for manhole height variations. No additional payment will be made for rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S PIPE This description shall apply to all PVC and ductile iron gravity sewer pipe bid items of every size and type 8 inches internal diameter and larger, 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, tap tees and couplings for joining to existing similar or dissimilar pipes), polyethylene wrap (if required by specification), labor, equipment, excavation, bedding, restoration, pressure or vacuum testing, temporary testing materials, video inspection, 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. This bid item shall include material and placement of flowable fill under existing and proposed pavement, and wherever specified on the plans or in the specifications. No additional payment will be made for rock excavation. Measurement of quantities under this item shall be through fittings and encasements to a point at the outside face of manhole barrels, or to the point of main termination at dead ends or lamp holes. Carrier pipe placed within an encasement shall be paid under this item and shall include casing spacers and end seals. 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).

S PIPE POINT REPAIR This item is to be used to pay for repair of short lengths of existing sanitary sewer pipe that, through prior video inspection or other means, are known to have pre-existing failure. Pipe Point Repair may be needed in preparation for installation of cured-in-place-pipe (CIPP) lining or other instances where failure is known and repair is prudent. The size of pipe shall not be defined in separate bid items. All diameter sizes of point repair shall be paid under this one item. The materials to be used to make the repair shall be as defined on the plans or in the specifications. This bid item shall include all excavation, pipe materials, joining materials to connect old and new pipe, bedding, and backfill to complete the repair at the locations shown on the plans or as directed by the engineer, complete and ready for use. This bid item shall include bypass pumping when required. Measurement shall be from contact point to contact point of old and new 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).

**S PUMP STATION** This item is for payment for installation of sanitary pump stations including 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

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be referenced. This item shall be paid LUMP SUM (LS) for each when complete.

S STRUCTURE ABANDON This item is to be used to pay for abandonment of larger above or below ground sewer structures such as air release/vacuum valve vaults, pump stations, tanks, etc. Payment under this time 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 sewer construction, (i.e., abandonment of standard air release/vacuum valves 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.

S STRUCTURE REMOVAL This item is to be used to pay for removal of larger above or below ground sewer structures such as air release/vacuum valve vaults, pump stations, tanks, and etc. Payment under this time 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 sewer construction, (i.e., removal of standard air release/vacuum valves and their structure 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.



# Kentucky Transportation Cabinet Highway District 5

And

\_\_\_\_\_(2), Construction

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

**Groundwater protection plan** 

For Highway Construction Activities

For

Intersection Improvement: KY 22 @ KY 329

Project: CID ## - ####

KPDES BMP Plan Page 1 of 15

## **Project information**

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

- 1. Owner Kentucky Transportation Cabinet, District 5
- 2. Resident Engineer: (2)
- 3. Contractor name: (2)
  Address: (2)

Phone number: (2)

Contact: (2)

Contractors agent responsible for compliance with the KPDES permit requirements (3):

- 4. Project Control Number (2)
- 5. Route (Address) 6600 Ballardsville Road (KY 22), Crestwood, KY 40014
- 6. Latitude/Longitude (project mid-point) 38/19/26.97N, 85/28/21.28W
- 7. County (project mid-point) Oldham
- 8. Project start date (date work will begin): (2)
- 9. Projected completion date: (2)

## A. Site description:

- 1. Nature of Construction Activity (from letting project description) Intersection Improvement
- 2. Order of major soil disturbing activities (2) and (3)
- 3. Projected volume of material to be moved 733 Cu Yd
- 4. Estimate of total project area (acres) 2.87 Acres
- 5. Estimate of area to be disturbed (acres) 2.68 Acres
- 6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.

The receiving water is a tributary to South Fork of Harrods Creek. No impacts to waters of the US will occur as a result of the construction. A KPDES stormwater permit will be required due to construction impacts greater than 1 acre.

Post construction runoff coefficient is not expected to change from existing.

7. Data describing existing soil condition

The soil samples were not obtained for this project. & (2)

- 8. Data describing existing discharge water quality (if any) None & (2)
- 9. Receiving water name: tributary to South Fork of Harrods Creek
- 10. TMDLs and Pollutants of Concern in Receiving Waters: *No TMDL data reported.* (DEA)
- 11. Site map Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific

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as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.

See roadway plan sheets R22 & R26.

#### 12. Potential sources of pollutants:

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

## **B. Sediment and Erosion Control Measures:**

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

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

2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.

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- 3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
  - ➤ Construction Access This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
  - At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.
  - Clearing and Grubbing The following BMP's will be considered and used where appropriate.
    - Leaving areas undisturbed when possible.
    - Silt basins to provide silt volume for large areas.
    - Silt Traps Type A for small areas.
    - Silt Traps Type C in front of existing and drop inlets which are to be saved
    - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
    - Brush and/or other barriers to slow and/or divert runoff.
    - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
    - Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
    - Non-standard or innovative methods.
  - Cut & Fill and placement of drainage structures The BMP Plan will be modified to show additional BMP's such as:
    - Silt Traps Type B in ditches and/or drainways as they are completed
    - Silt Traps Type C in front of pipes after they are placed
    - Channel Lining
    - Erosion Control Blanket
    - Temporary mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
    - Non-standard or innovative methods
  - Profile and X-Section in place The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
    - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.

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- Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
- Additional Channel Lining and/or Erosion Control Blanket.
- Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
- Special BMP's such as Karst Policy
- ➤ Finish Work (Paving, Seeding, Protect, etc.) A final BMP Plan will result from modifications during this phase of construction. Probably changes include:
  - Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
  - Permanent Seeding and Protection
  - Placing Sod
  - Planting trees and/or shrubs where they are included in the project
- ➢ BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are: This project does not include storm water BMPs or flow controls.

## C. Other Control Measures

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

#### 2. Waste Materials

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

#### 3. Hazardous Waste

All hazardous waste materials will be managed and disposed of in the manner specified by local or state regulation. The contractor shall notify the

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Section Engineer if there any hazardous wastes being generated at the project site and how these wastes are being managed. Site personnel will be instructed with regard to proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

#### 4. Spill Prevention

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

#### Good Housekeeping:

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

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

#### Hazardous Products:

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

- Products will be kept in original containers unless they are not resealable
- Original labels and material safety data sheets (MSDS) will be reviewed and retained
- Contractor will follow procedures recommended by the manufacturer when handling hazardous materials

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 If surplus product must be disposed of, manufacturers' or state/local recommended methods for proper disposal will be followed

## The following product-specific practices will be followed onsite:

#### Petroleum Products:

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

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

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

#### > Fertilizers:

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

#### > Paints:

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

#### Concrete Truck Washout:

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

#### > Spill Control Practices

KPDES BMP Plan Page 8 of 15

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

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

## D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. There are other local (MS4) requirements that are being added to this project.

## E. Maintenance

- 1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
- Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance. There are no such BMP's.

## F. Inspections

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

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Inspections will be conducted by individuals that have successfully completed the KEPSC-RI course as required by Section 213.02.02 of the Standard Specifications for Road and Bridge Construction, current edition
- Inspection reports will be written, signed, dated, and kept on file.
- Areas at final grade will be seeded and mulched within 14 days.
- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- > Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.

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- Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 50 percent of the design capacity and at the end of the job.
- ➤ Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- ➤ Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

## **G.** Non – Storm Water discharges

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

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

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

## H. Groundwater Protection Plan (3)

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

Contractors statement: (3)

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

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| 2. (e) land treatment or land disposal of a pollutant;   |
|--|
| 2. (f) Storing,, or related handling of hazardous waste, solid waste or special waste,, in tanks, drums, or other containers, or in piles, (This does not not not wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site); |
| 2. (g) Handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant;  |
| 2. (j) Storing or related handling of road oils, dust suppressants,, at a central location;  |
| 2. (k) Application or related handling of road oils, dust suppressants or deicing materials, (does not include use of chloride-based deicing materials applied to roads or parking lots);  |
| 2. (m) Installation, construction, operation, or abandonment of wells, bore noles, or core holes, (this does not include bore holes for the purpose of explosive demolition);  |
| Or, check the following only if there are no qualifying activities   |
| There are no activities for this project as listed in 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan.  |
| The contractor is responsible for the preparation of a plan that addresses the   |
| 401 KAR 5:037 Section 3. (3) Elements of site specific groundwater protection plan:  |
| <ul><li>(a) General information about this project is covered in the Project information;</li><li>(b) Activities that require a groundwater protection plan have been</li></ul>  |
| identified above; (c) Practices that will protect groundwater from pollution are addressed in section C. Other control measures.   |

(d) Implementation schedule – all practices required to prevent pollution of groundwater are to be in place prior to conducting the activity;
(e) Training is required as a part of the ground water protection

(e) Training is required as a part of the ground water protection plan. All employees of the contractor, sub-contractor and resident engineer personnel will be trained to understand the nature and requirements of this plan as they pertain to their job

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function(s). Training will be accomplished within one week of employment and annually thereafter. A record of training will be maintained by the contractor with a copy provide to the resident engineer.

- (f) Areas of the project and groundwater plan activities will be inspected as part of the weekly sediment and erosion control inspections
- (g) Certification (see signature page.)

## Contractor and Resident Engineer Plan certification

The contractor that is responsible for implementing this BMP plan is identified in the Project Information section of this plan.

The following certification applies to all parties that are signatory to this BMP plan:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Further, this plan complies with the requirements of 401 KAR 5:037. By this certification, the undersigned state that the individuals signing the plan have reviewed the terms of the plan and will implement its provisions as they pertain to ground water protection.

Resident Engineer and Contractor Certification:

| (2) Resident Enginee  | r signature                      |            |
|-----------------------|----------------------------------|------------|
| Signed<br>Typed or pr | title<br>inted name <sup>2</sup> | ,signature |
| (3) Signed            | title                            |            |
| Typed or prin         | ted name <sup>1</sup>            | signature  |

- 1. Contractors Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.
- 2. KyTC note: to be signed by the Chief District Engineer or a person designated to have the authority to sign reports by such a person (usually the resident engineer) in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601 Reference the Project Control Number (PCN) and KPDES number when one has been issued.

## **Sub-Contractor Certification**

Subcontractor

The following sub-contractor shall be made aware of the BMP plan and responsible for implementation of BMPs identified in this plan as follows:

|                       | Name:<br>Address:<br>Address:  |   |
|-----------------------|--|---|
|                       | Phone:   |   |
| The pa                | art of BMP plan this subcontractor is responsible to imple   | ment is:  |
|                       |  |   |
|                       |  |   |
| Kentudischa<br>discha | y under penalty of law that I understand the terms and cky Pollutant Discharge Elimination System permit that a larges, the BMP plan that has been developed to manage larged as a result of storm events associated with the corpement of non-storm water pollutant sources identified as | authorizes the storm water<br>the quality of water to be<br>enstruction site activity and |
| Signe                 | d, title,, Typed or printed name <sup>1</sup>  | signature   |
| re:<br>de<br>ac       | Sub Contractor Note: to be signed by a person sponsible corporate officer, a general partner or the signated to have the authority to sign reports cordance with 401 KAR 5:060 Section 9. This deleged Manager, KPDES Branch, Division of Water, 14  | e proprietor or a person<br>by such a person in<br>gation shall be in writing             |

Kentucky 40601. Reference the Project Control Number (PCN) and KPDES

number when one has been issued.



Notice: DEP is moving eForms to user accounts with Kentucky Business One Stop Portal single sign-on in February 2017. This impacts all users of this web site. For details, please click here.

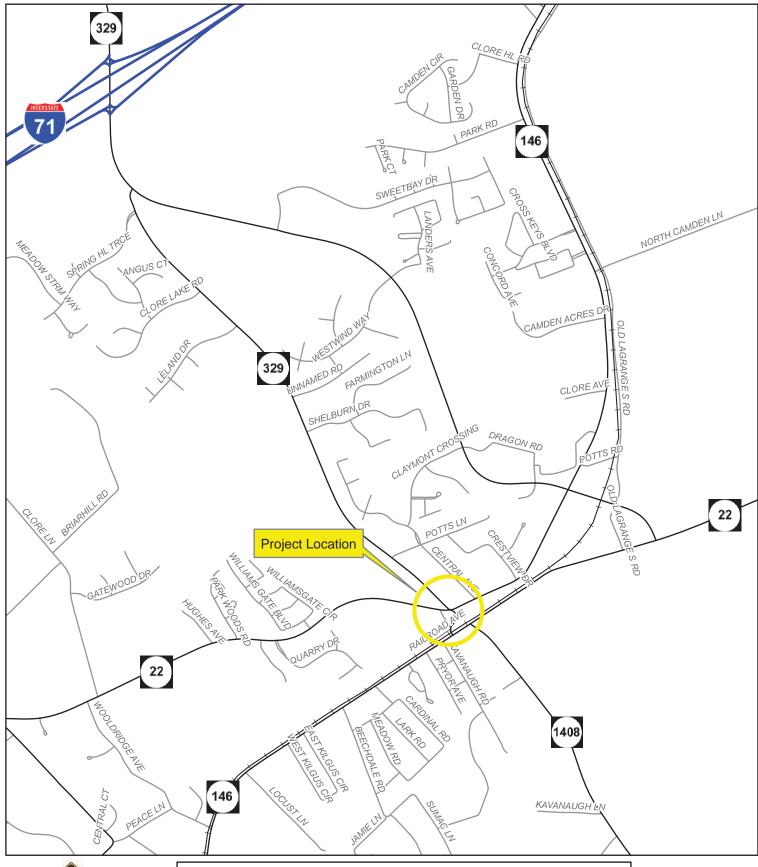
Welcome to the Department for Environmental Protection eForms Application.

values, this does NOT constitute as submittal to the Kentucky Department of Environmental Protection (DEP). Please note that some eForms require you to submit supporting upload file(s) or attachments. Upload files/attachments are not saved to our system until a final submission; we only save the file path using this save and retrieval feature. To retrieve this saved eForm, the eForms application will require you to enter your eForm ID Your eForm has been saved to our database and may be recalled in the future using the following eForm ID: "382b6f22-6f4b-4adb-aa85-85750c7787dd" (minus the double quotes). Please note, since you selected to save your in the appropriate field. The url for the retrieval is htts://dep.gateway.ky.gov/eForms/default.aspx. You have selected the following electronic form (eForm): KPDES FORM eNOI-SW (Construction): KPDES Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity Under the KPDES General

You may continue with a blank eForm by clicking on the "Continue with Blank eForm" button below or retrieve a previously saved version by entering your eForm Transaction ID in the field provided below.

| Option A: Select this option to fill out a blank eForm.        | Continue with Blank eForm   |
|--|---|
| Option B: Select this option to retrieve a previously saved or | Enter your eForm Transaction ID to retreive the latest version of your form:      |
| submitted er ofm.  | 382b6f22-6f4b-4adb-aa85-85750c7787dd  |
| The check box allows you to use previously saved/submitted     | $\Box$ I want a NEW eForm with the values from the previously saved/submitted ID. |
| Transaction ID and allow you to submit the new form to DEP.    | Proceed   |
|  |   |

Adobe Flash. 3. For Security reasons, the website only supports 45 minutes to complete data entry at any given time and will 'timeout', preventing the ability to save or submit your data. Please keep this User Interface issues: 1. This website requires browser versions Internet Explorer 11+, Firefox 26+, and Chrome 34+. Firefox and Chrome are the recommended browsers. 2. This website requires in mind when filling out an eForm and remember to save often. 4. Please note that the Internet Explorer Browser uses the Backspace key as a Hot-Key for the Back button (Previous Page). When selecting values from a Dropdown List, using the backspace key will take you to the previous page and you will need to reenter your information.





OLDHAM COUNTY
ITEM NO. 449.00
KY 22 & KY 329
INTERSECTION IMPROVEMENT





0 625 1,250

2,500

3,750

5,000 Feet OLDHAM COUNTY STPM 1682) 02 FEB 2017

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

Page: Contract ID: 171207 Page 95 of 142

Item No. 5 - 449 Project Mgr. kytc\patrick.matheny

County OLDHAM Route KY-22

CAP #Date of PromisePromise made to:Location of Promise104-APR-11District 5 EnvironmentalParcel 9 (Marathon Station)

CAP Description

IDENTIFY ALL ISSUES: POTENTIAL UST/HAZ ISSUE WITH PHASE II RECOMMENDATION AT PARCEL 9 IN VICINITY OF UST'S (MARATHON STATION).

2 04-APR-11 District 5 Environmental Project General

#### **CAP Description**

IT IS UNKNOWN WHETHER THIS PROJECT WILL BE A WASTE OR BORROW PROJECT AND THUS WILL BE LEFT TO THE DISCRETION OF THE CONTRACTOR AS TO HOW HE INTENDS TO OBTAIN BORROW OR WASTE. THE CONTRACTOR WILL BE RESPONSIBLE FOR IDENTIFYING THE APPROPRIATE WASTE/BORROW SITES AND COMPLETING ANY ADDITIONAL ENVIRONMENTAL WORK (PERMITS, ARCH STUDIES) FOR THESE SITE(S) SHOULD ANY BE REQUIRED.

# PART II

## SPECIFICATIONS AND STANDARD DRAWINGS

## **SPECIFICATIONS REFERENCE**

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

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#### SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

#### 2.0 MATERIALS.

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

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

#### 2.2 Sign and Controls. All signs must:

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

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

 $/KEEP/RIGHT/\Rightarrow\Rightarrow\Rightarrow/$ /MIN/SPEED/\*\*MPH/ /ICY/BRIDGE/AHEAD/ /ONE /KEEP/LEFT/< LANE/BRIDGE/AHEAD/ /LOOSE/GRAVEL/AHEAD/ /ROUGH/ROAD/AHEAD/ /RD WORK/NEXT/\*\*MILES/ /MERGING/TRAFFIC/AHEAD/ /TWO WAY/TRAFFIC/AHEAD/ /NEXT/\*\*\*/MILES/ /PAINT/CREW/AHEAD/ /HEAVY/TRAFFIC/AHEAD/ /REDUCE/SPEED/\*\*MPH/ /SPEED/LIMIT/\*\*MPH/ /BRIDGE/WORK/\*\*\*0 FT/ /BUMP/AHEAD/ /MAX/SPEED/\*\*MPH/ /TWO/WAY/TRAFFIC/ /SURVEY/PARTY/AHEAD/

\*Insert numerals as directed by the Engineer.

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

#### 2.3 Power.

- Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.
- **3.0 CONSTRUCTION.** Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

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

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

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

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

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

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

CodePay ItemPay Unit02671Portable Changeable Message SignEach

Effective June 15, 2012

11F

#### 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 2012 Standard Specifications for Road and Bridge Construction.

#### 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

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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<br>or flatter | 1.5H:1V<br>or flatter | 1H:1V or flatter | 1 H: 1V or greater |  |
| Shear stress lbs/ft <sup>2</sup><br>Channel applications | $6.0^4$             | $8.0^{4}$             | $10.0^4$         | 12.0 <sup>4</sup>  | ASTM D6459<br>ASTM D6460-07                |

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

#### 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.

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

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

<sup>&</sup>lt;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.

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:

| Code_      | Pay Item                 | Pay Unit    |
|------------|--------------------------|-------------|
| 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

## **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
- 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

#### **ATTACHMENTS**

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

#### I. GENERAL

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

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.

Form FHWA-1273 must be included in all Federal-aid designbuild 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.

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).

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.

- 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.

#### 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.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 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.

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.

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 nonminority 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 <a href="Form FHWA-1391">Form FHWA-1391</a>. 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 federallyassisted 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.

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- (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 contacting 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:
- 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

T h i s p r o v i s i o n i s 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 (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.

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- 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:
- 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 administrating agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Revised: January 25, 2017

#### **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

Page 1 contact ID: 171207 Page 120 of 142 REVISED ADDENDUM #1: 3-14-17

General Decision Number: KY170100 03/10/2017 KY100

Superseded General Decision Number: KY20160100

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 \$10.20 for calendar year 2017 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 \$10.20 (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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification | Number | Publication | Date |
|--------------|--------|-------------|------|
| 0            |        | 01/06/2017  |      |
| 1            |        | 01/13/2017  |      |
| 2            |        | 02/03/2017  |      |
| 3            |        | 03/10/2017  |      |

BRIN0004-003 06/01/2016

BRECKENRIDGE COUNTY

|            | Rates     | Fringes |
|------------|-----------|---------|
| BRICKLAYER | .\$ 25.96 | 11.38   |
|            |           |         |

\* BRKY0001-005 06/01/2016

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

Rates Fringes

Page 2 Ont Let ID: 171207 Page 121 of 142 REVISED ADDENDUM #1: 3-14-17

| BRICKLAYER  | .\$ 25.96        | 11.38                   |
|---|------------------|-------------------------|
| * BRKY0002-006 06/01/2016   |                  |                         |
| BRACKEN, GALLATIN, GRANT, MASON   | & ROBERTSON COU  | NTIES:                  |
|   | Rates            | Fringes                 |
| BRICKLAYER  |                  | 11.38                   |
| BRKY0007-004 06/01/2016   |                  |                         |
| BOYD, CARTER, ELLIOT, FLEMING, G  | GREENUP, LEWIS & | ROWAN COUNTIES:         |
|   | Rates            | Fringes                 |
| BRICKLAYER  | .\$ 32.20        | 18.78                   |
| * BRKY0017-004 06/01/2016   |                  |                         |
| ANDERSON, BATH, BOURBON, BOYLE, HARRISON, JESSAMINE, MADISON, ME OWEN, SCOTT, WASHINGTON & WOODFO | ERCER, MONTGOMER |                         |
|   | Rates            | Fringes                 |
| BRICKLAYER  | .\$ 25.64        | 11.38                   |
| CARP0064-001 05/01/2015   |                  |                         |
|   | Rates            | Fringes                 |
| CARPENTER   | .\$ 41.63        | 16.06<br>16.06<br>16.06 |
| ELEC0212-008 06/06/2016   |                  |                         |
| BRACKEN, GALLATIN and GRANT COUN  | ITIES            |                         |
|   | Rates            | Fringes                 |
| ELECTRICIAN   |                  | 17.13                   |
| ELEC0212-014 12/01/2014   |                  |                         |
| BRACKEN, GALLATIN & GRANT COUNTI  | ES:              |                         |
|   | Rates            | Fringes                 |
| Sound & Communication Technician  |                  | 10.08                   |
| ELEC0317-012 06/01/2016   |                  |                         |
| BOYD, CARTER, ELLIOT & ROWAN COU  | UNTIES:          |                         |
|   | Rates            | Fringes                 |
|   |                  |                         |

REVISED ADDENDUM #1: 3-14-17

| ELECTRICIAN (Wiremen)   |       |  |
|-------------------------|-------|--|
| Cable Splicer\$ 32.68   | 18.13 |  |
| Electrician\$ 33.31     | 22.98 |  |
| ELEC0369-007 06/01/2016 |       |  |

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          |
|---|---------------|------------------|
| CLECTRICIAN   |               | 16.10            |
| ELEC0575-002 06/02/2014   |               |                  |
| LEMING, GREENUP, LEWIS & MASO   | N COUNTIES:   |                  |
|   | Rates         | Fringes          |
| LECTRICIAN  |               | 14.21            |
| ENGI0181-018 07/01/2016   |               |                  |
|   | Rates         | Fringes          |
| OWER EQUIPMENT OPERATOR GROUP 1   | \$ 31.05      | 14.65            |
| CLEMING, GREENUP, LEWIS & MASON CLECTRICIAN ENGI0181-018 07/01/2016  POWER EQUIPMENT OPERATOR | Rates\$ 31.70 | 14.21<br>Fringes |

14.65

14.65

14.65

#### OPERATING ENGINEER CLASSIFICATIONS

GROUP 2.....\$ 28.28 GROUP 3.....\$ 28.71

GROUP 4.....\$ 27.97

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

similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.);
Bituminous Mixer; Boom Type Tamping Machine; Bull Float;
Concrete Mixer (Under 21 cu. ft.); Dredge Engineer;
Electric Vibrator; Compactor/Self-Propelled Compactor;
Elevator (One Drum or Buck Hoist); Elevator (When used to
Hoist Building Material); Finish Machine; Firemen & Hoist
(One Drum); Flexplane; Forklift (Regardless of Lift
Height); Form Grader; Joint Sealing Machine; Outboard Motor
Boat; Power Sweeper (Riding Type); Roller (Rock); Ross
Carrier; Skid Mounted or Trailer Mounted Conrete 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 06/01/2016

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);

REVISED ADDENDUM #1: 3-14-17

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 | \$ 23.76 | 19.15   |
| Structural    | \$ 26.47 | 20.20   |
|               |          |         |

IRON0070-006 06/01/2016

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 | \$ 27.91 | 21.11   |
|            |          |         |

IRON0372-006 07/15/2016

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

Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers

Gap, Sadieville, Skinnersburg & Stonewall) COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| IRONWORKER, REINFORCING | \$ 27.15 | 20.33   |
| IRON0769-007 06/01/2016 |          |         |

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

| F          | Rates | Fringes |
|------------|-------|---------|
|            |       |         |
| IRONWORKER |       |         |
| ZONE 1\$   | 31.33 | 23.47   |
| ZONE 2\$   | 31.73 | 23.47   |
| ZONE 3\$   | 33.33 | 23.47   |

ZONE 1 - Up to 10 mile radius of Union Hall, Ashland, Ky., 1643 Greenup Ave.

ZONE 2 - 10 to 50 mile radius of Union Hall, Ashland, Ky., 1643 Greenup Ave.

ZONE 3 - 50 mile radius & over of Union Hall, Ashland, Ky., 1643 Greenup Ave.

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#### LABO0189-003 07/01/2016

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

|           | I   | Rates | Fringes |
|-----------|-----|-------|---------|
| Laborers: |     |       |         |
| GROUP     | 1\$ | 22.75 | 12.84   |
| GROUP     | 2\$ | 23.00 | 12.84   |
| GROUP     | 3\$ | 23.05 | 12.84   |
| GROUP     | 4\$ | 23.65 | 12.84   |

#### LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines;

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

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

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

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

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LABO0189-008 07/01/2014

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

|           | I   | Rates | Fringes |
|-----------|-----|-------|---------|
| Laborers: | 1   | 00 71 | 11 05   |
|           | 1\$ |       | 11.05   |
| GROUP     | 2\$ | 22.96 | 11.05   |
| GROUP     | 3\$ | 23.01 | 11.05   |
| GROUP     | 4\$ | 23.61 | 11.05   |

#### 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;

OLDHAM COUNTY STPM 5140 (039)

Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

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

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

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

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LABO0189-009 07/01/2014

BRECKINRIDGE & GRAYSON COUNTIES

|           | I   | Rates | Fringes |
|-----------|-----|-------|---------|
| Laborers: |     |       |         |
| GROUP     | 1\$ | 22.66 | 11.10   |
| GROUP     | 2\$ | 22.91 | 11.10   |
| GROUP     | 3\$ | 22.96 | 11.10   |
| GROUP     | 4\$ | 23.56 | 11.10   |

#### LABORERS CLASSIFICATIONS

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

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

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

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

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PAIN0012-005 06/11/2005

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

| 1  | Rates | Fringes |
|--|-------|---------|
| PAINTER TO A   |       |         |
| Bridge/Equipment Tender and/or Containment Builder\$ | 18.90 | 5.90    |
| Brush & Roller\$                                     | 21.30 | 5.90    |
| Elevated Tanks;<br>Steeplejack Work; Bridge &        |       |         |
| Lead Abatement\$                                     | 22.30 | 5.90    |
| Sandblasting & Waterblasting\$                       | 22.05 | 5.90    |
| Spray\$  |       | 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    |

REVISED ADDENDUM #1: 3-14-17

| Sandblasting & Water Blasting Spray   |                | 9.06<br>9.06         |
|---|----------------|----------------------|
| PAIN0118-004 06/01/2014   |                |                      |
| ANDERSON, BRECKINRIDGE, BULLITHENRY, JEFFERSON, LARUE, MARION SPENCER, TRIMBLE & WASHINGTON (                     | N, MEADE, NELS |                      |
|   | Rates          | Fringes              |
| PAINTER Brush & Roller  |                | 11.97<br>11.97       |
| PAIN1072-003 12/01/2016   |                |                      |
| BOYD, CARTER, ELLIOTT, GREENUP,   | LEWIS and RO   | WAN COUNTIES         |
|   | Rates          | Fringes              |
| Painters: Bridges; Locks; Dams; Tension Towers & Energized Substations  | \$ 32.98       | 16.15<br>16.15       |
| PLUM0248-003 06/01/2016   |                |                      |
| BOYD, CARTER, ELLIOTT, GREENUP,   | LEWIS & ROWA   | AN COUNTIES:         |
|   | Rates          | Fringes              |
| Plumber and Steamfitter   | \$ 30.00       | 24.05                |
| PLUM0392-007 06/01/2014   |                |                      |
| BRACKEN, CARROLL (Eastern Half) ROBERTSON COUNTIES:   | , GALLATIN, G  | GRANT, MASON, OWEN & |
|   | Rates          | Fringes              |
| Plumbers and Pipefitters  | \$ 29.80       | 17.79                |
| PLUM0502-003 08/01/2016   |                |                      |
| BRECKINRIDGE, BULLITT, CARROLL (Western three-fourths), GRAYSO LARUE, MARION, MEADE, NELSON, OWASHINGTON COUNTIES | ON, HARDIN, HE | NRY, JEFFERSON,      |
|   | Rates          | Fringes              |
| PLUMBER   | \$ 32.00       | 20.13                |

REVISED ADDENDUM #1: 3-14-17

SUKY2010-160 10/08/2001

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

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

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

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

\_\_\_\_\_

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.

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

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OLDHAM COUNTY STPM 5140 (039)

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

OLDHAM COUNTY STPM 5140 (039) Page 14 Ofnt at ID: 171207 Page 133 of 142 REVISED ADDENDUM #1: 3-14-17

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

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Contract ID: 171207

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

Director Division of Construction Procurement Frankfort, Kentucky 40622 502-564-3500

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

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

| GOALS FOR MINORITY | GOALS FOR FEMALE |
|--------------------|------------------|
| PARTICIPATION      | PARTICIPATION IN |
| IN EACH TRADE      | EACH TRADE       |
|                    |                  |
| 11.2%              | 6.9%             |

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

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

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

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

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

# **PART IV**

# **INSURANCE**

#### **INSURANCE**

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

- 1) Commercial General Liability-Occurrence form not less than \$2,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 each occurrence.
- 2) Automobile Liability- \$1,000,000 per accident
- 3) Employers Liability:
  - a) \$100,000 Each Accident Bodily Injury
  - b) \$500,000 Policy limit Bodily Injury by Disease
  - c) \$100,000 Each Employee Bodily Injury by Disease
- 4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
  - a) "policy contains no deductible clauses."
  - b) "policy contains \_\_\_\_\_ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."
- 5) KENTUCKY WORKMEN'S COMPENSATION INSURANCE. The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

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

# PART V

# **BID ITEMS**

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#### **PROPOSAL BID ITEMS**

Report Date 2/28/17

Section: 0001 - PAVING

| LINE | BID CODE | ALT DESCRIPTION                       | QUANTITY | UNIT | <b>UNIT PRIC</b> | FP | AMOUNT |
|------|----------|---------------------------------------|----------|------|------------------|----|--------|
| 0010 | 00003    | CRUSHED STONE BASE                    | 777.00   | TON  |                  | \$ |        |
| 0020 | 00100    | ASPHALT SEAL AGGREGATE                | 4.00     | TON  |                  | \$ |        |
| 0030 | 00103    | ASPHALT SEAL COAT                     | .50      | TON  |                  | \$ |        |
| 0040 | 00190    | <b>LEVELING &amp; WEDGING PG64-22</b> | 151.00   | TON  |                  | \$ |        |
| 0050 | 00221    | CL2 ASPH BASE 0.75D PG64-22           | 1,238.00 | TON  |                  | \$ |        |
| 0060 | 00301    | CL2 ASPH SURF 0.38D PG64-22           | 522.00   | TON  |                  | \$ |        |

Section: 0002 - ROADWAY

| LINE | BID CODE | ALT | DESCRIPTION                      | QUANTITY | _    | UNIT PRIC | FP | AMOUNT     |
|------|----------|-----|----------------------------------|----------|------|-----------|----|------------|
| 0070 | 01718    |     | REMOVE INLET                     | 10.00    | EACH |           | \$ |            |
| 0800 | 01791    |     | ADJUST MANHOLE FRAME TO GRADE    | 1.00     | EACH |           | \$ |            |
| 0090 | 01811    |     | STANDARD CURB AND GUTTER MOD     | 1,749.00 | LF   |           | \$ |            |
| 0100 | 01875    |     | STANDARD HEADER CURB             | 337.00   | LF   |           | \$ |            |
| 0110 | 02014    |     | BARRICADE-TYPE III               | 4.00     | EACH |           | \$ |            |
| 0120 | 02101    |     | CEM CONC ENT PAVEMENT-8 IN       | 64.00    | SQYD |           | \$ |            |
| 0130 | 02200    |     | ROADWAY EXCAVATION               | 1,593.00 | CUYD |           | \$ |            |
| 0140 | 02223    |     | GRANULAR EMBANKMENT              | 550.00   | CUYD |           | \$ |            |
| 0150 | 02242    |     | WATER<br>(FOR DUST CONTROL)      | 100.00   | MGAL |           | \$ |            |
| 0160 | 02381    |     | REMOVE GUARDRAIL                 | 25.00    | LF   |           | \$ |            |
| 0170 | 02429    |     | RIGHT-OF-WAY MONUMENT TYPE 1     | 11.00    | EACH |           | \$ |            |
| 0180 | 02430    |     | RIGHT-OF-WAY MONUMENT TYPE 1A    | 7.00     | EACH |           | \$ |            |
| 0190 | 02432    |     | WITNESS POST                     | 3.00     | EACH |           | \$ |            |
|      |          |     | CLEARING AND GRUBBING            |          |      |           |    |            |
| 0200 | 02545    |     | (APPROXIMATELY 0.85 ACRES)       | 1.00     |      |           | \$ |            |
| 0210 | 02562    |     | TEMPORARY SIGNS                  | 300.00   |      |           | \$ |            |
| 0220 | 02585    |     | EDGE KEY                         | 365.00   |      |           | \$ |            |
| 0230 | 02599    |     | FABRIC-GEOTEXTILE TYPE IV        | 1,500.00 |      |           | \$ |            |
| 0240 | 02600    |     | FABRIC GEOTEXTILE TY IV FOR PIPE | 2,076.00 | SQYD | \$2.00    | \$ | \$4,152.00 |
| 0250 | 02625    |     | REMOVE HEADWALL                  | 2.00     | EACH |           | \$ |            |
| 0260 | 02650    |     | MAINTAIN & CONTROL TRAFFIC       | 1.00     | LS   |           | \$ |            |
| 0270 | 02671    |     | PORTABLE CHANGEABLE MESSAGE SIGN | 4.00     | EACH |           | \$ |            |
| 0280 | 02676    |     | MOBILIZATION FOR MILL & TEXT     | 1.00     | LS   |           | \$ |            |
| 0290 | 02677    |     | ASPHALT PAVE MILLING & TEXTURING | 43.00    | TON  |           | \$ |            |
| 0300 | 02701    |     | TEMP SILT FENCE                  | 958.00   | LF   |           | \$ |            |
| 0310 | 02703    |     | SILT TRAP TYPE A                 | 4.00     | EACH |           | \$ |            |
| 0320 | 02704    |     | SILT TRAP TYPE B                 | 4.00     | EACH |           | \$ |            |
| 0330 | 02705    |     | SILT TRAP TYPE C                 | 18.00    | EACH |           | \$ |            |
| 0340 | 02706    |     | CLEAN SILT TRAP TYPE A           | 12.00    | EACH |           | \$ |            |
| 0350 | 02707    |     | CLEAN SILT TRAP TYPE B           | 12.00    | EACH |           | \$ |            |
| 0360 | 02708    |     | CLEAN SILT TRAP TYPE C           | 54.00    | EACH |           | \$ |            |
| 0370 | 02720    |     | SIDEWALK-4 IN CONCRETE           | 345.00   | SQYD |           | \$ |            |
| 0380 | 02726    |     | STAKING                          | 1.00     | LS   |           | \$ |            |
| 0390 | 05950    |     | EROSION CONTROL BLANKET          | 437.00   | SQYD |           | \$ |            |
| 0400 | 05952    |     | TEMP MULCH                       | 4,099.00 | SQYD |           | \$ |            |
| 0410 | 05953    |     | TEMP SEEDING AND PROTECTION      | 4,099.00 | SQYD |           | \$ |            |

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#### 171207

#### **PROPOSAL BID ITEMS**

#### Report Date 2/28/17

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| LINE | BID CODE   | ALT | DESCRIPTION                       | QUANTITY | UNIT | <b>UNIT PRIC</b> | FP | <b>AMOUNT</b> |
|------|------------|-----|-----------------------------------|----------|------|------------------|----|---------------|
| 0420 | 05963      |     | INITIAL FERTILIZER                | .40      | TON  |                  | \$ |               |
| 0430 | 05964      |     | 20-10-10 FERTILIZER               | .21      | TON  |                  | \$ |               |
| 0440 | 05990      |     | SODDING                           | 4,099.00 | SQYD |                  | \$ |               |
| 0450 | 05997      |     | TOPSOIL FURNISHED AND PLACED      | 633.00   | CUYD |                  | \$ |               |
| 0460 | 06510      |     | PAVE STRIPING-TEMP PAINT-4 IN     | 4,708.00 | LF   |                  | \$ |               |
| 0470 | 06514      |     | PAVE STRIPING-PERM PAINT-4 IN     | 9,416.00 | LF   |                  | \$ |               |
| 0480 | 06550      |     | PAVE STRIPING-TEMP REM TAPE-W     | 1,500.00 | LF   |                  | \$ |               |
| 0490 | 06551      |     | PAVE STRIPING-TEMP REM TAPE-Y     | 1,500.00 | LF   |                  | \$ |               |
| 0500 | 06565      |     | PAVE MARKING-THERMO X-WALK-6 IN   | 429.00   | LF   |                  | \$ |               |
| 0510 | 06568      |     | PAVE MARKING-THERMO STOP BAR-24IN | 114.00   | LF   |                  | \$ |               |
| 0520 | 06574      |     | PAVE MARKING-THERMO CURV ARROW    | 7.00     | EACH |                  | \$ |               |
| 0530 | 06575      |     | PAVE MARKING-THERMO COMB ARROW    | 7.00     | EACH |                  | \$ |               |
| 0540 | 21289ED    |     | LONGITUDINAL EDGE KEY             | 2,095.00 | LF   |                  | \$ |               |
| 0550 | 21370ED    |     | LONGITUDINAL SAW CUT- 6 IN        | 2,095.00 | LF   |                  | \$ |               |
| 0560 | 23158ES505 |     | DETECTABLE WARNINGS               | 224.00   | SQFT |                  | \$ |               |
| 0570 | 23274EN11F |     | TURF REINFORCEMENT MAT 1          | 318.00   | SQYD |                  | \$ |               |
| 0580 | 24814EC    |     | PIPELINE INSPECTION               | 643.00   | LF   |                  | \$ |               |

## Section: 0003 - DRAINAGE

| LINE | BID CODE | ALT | DESCRIPTION                    | QUANTITY | UNIT | <b>UNIT PRIC</b> | FP | AMOUNT |
|------|----------|-----|--------------------------------|----------|------|------------------|----|--------|
| 0590 | 00520    |     | STORM SEWER PIPE-12 IN         | 83.00    | LF   |                  | \$ |        |
| 0600 | 00521    |     | STORM SEWER PIPE-15 IN         | 429.00   | LF   |                  | \$ |        |
| 0610 | 00522    |     | STORM SEWER PIPE-18 IN         | 669.00   | LF   |                  | \$ |        |
| 0620 | 00524    |     | STORM SEWER PIPE-24 IN         | 123.00   | LF   |                  | \$ |        |
| 0630 | 00554    |     | STORM SEWER PIPE-24 IN EQUIV   | 44.00    | LF   |                  | \$ |        |
| 0640 | 01011    |     | NON-PERFORATED PIPE-6 IN       | 10.00    | LF   |                  | \$ |        |
| 0650 | 01434    |     | SLOPED BOX OUTLET TYPE 1-24 IN | 2.00     | EACH |                  | \$ |        |
| 0660 | 01451    |     | S & F BOX INLET-OUTLET-24 IN   | 1.00     | EACH |                  | \$ |        |
| 0670 | 01550    |     | DROP BOX INLET TYPE 12A        | 45.00    | LF   |                  | \$ |        |
| 0680 | 01559    |     | DROP BOX INLET TYPE 13G        | 18.00    | EACH |                  | \$ |        |
| 0690 | 01568    |     | DROP BOX INLET TYPE 13S        | 1.00     | EACH |                  | \$ |        |
| 0700 | 01577    |     | DROP BOX INLET TYPE 14         | 2.00     | EACH |                  | \$ |        |
| 0710 | 01643    |     | JUNCTION BOX-24 IN             | 1.00     | EACH |                  | \$ |        |
| 0720 | 01756    |     | MANHOLE TYPE A                 | 2.00     | EACH |                  | \$ |        |
| 0730 | 08100    |     | CONCRETE-CLASS A               | 1.40     | CUYD |                  | \$ |        |

# Section: 0004 - SEWER

| LINE | BID CODE | ALT | DESCRIPTION                                   | QUANTITY | UNIT | <b>UNIT PRIC</b> | FP | AMOUNT |
|------|----------|-----|---|----------|------|------------------|----|--------|
| 0740 | 15000    |     | S BYPASS PUMPING                              | 4.00     | EACH |                  | \$ |        |
| 0750 | 15092    |     | S MANHOLE<br>(4-IN DIA. WATERTIGHT)           | 2.00     | EACH |                  | \$ |        |
| 0760 | 15093    |     | S MANHOLE ABANDON/REMOVE                      | 3.00     | EACH |                  | \$ |        |
| 0770 | 15095    |     | S MANHOLE CASTING STANDARD                    | 3.00     | EACH |                  | \$ |        |
| 0780 | 15097    |     | S MANHOLE RECONSTRUCT INVERT (REWORK MANHOLE) | 1.00     | EACH |                  | \$ |        |

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#### **PROPOSAL BID ITEMS**

#### Report Date 2/28/17

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| LINE | BID CODE | ALT | DESCRIPTION                              | C | YTITNAUÇ | UNIT | <b>UNIT PRIC</b> | FP | AMOUNT |
|------|----------|-----|--|---|----------|------|------------------|----|--------|
| 0790 | 15101    |     | S MANHOLE WITH DROP<br>(4-IN DIA.)       |   | 1.00     | EACH |                  | \$ |        |
| 0800 | 15112    |     | S PIPE PVC 08 INCH<br>(TYPE 1A BACKFILL) |   | 112.00   | LF   |                  | \$ |        |
| 0810 | 15112    |     | S PIPE PVC 08 INCH<br>(TYPE 2 BACKFILL)  |   | 90.00    | LF   |                  | \$ |        |
| 0820 | 15565    |     | S LATERAL LONG SIDE 04 INCH INST         |   | 5.00     | EACH |                  | \$ |        |

## Section: 0005 - SIGNALIZATION

| LINE | BID CODE   | ALT | DESCRIPTION                    | QUANTITY | UNIT | <b>UNIT PRIC</b> | FP | <b>AMOUNT</b> |
|------|------------|-----|--------------------------------|----------|------|------------------|----|---------------|
| 0830 | 04792      |     | CONDUIT-1 IN                   | 50.00    | LF   |                  | \$ |               |
| 0840 | 04793      |     | CONDUIT-1 1/4 IN               | 115.00   | LF   |                  | \$ |               |
| 0850 | 04795      |     | CONDUIT-2 IN                   | 470.00   | LF   |                  | \$ |               |
| 0860 | 04820      |     | TRENCHING AND BACKFILLING      | 165.00   | LF   |                  | \$ |               |
| 0870 | 04830      |     | LOOP WIRE                      | 1,765.00 | LF   |                  | \$ |               |
| 0880 | 04844      |     | CABLE-NO. 14/5C                | 2,450.00 | LF   |                  | \$ |               |
| 0890 | 04850      |     | CABLE-NO. 14/1 PAIR            | 1,475.00 | LF   |                  | \$ |               |
| 0900 | 04885      |     | MESSENGER-10800 LB             | 240.00   | LF   |                  | \$ |               |
| 0910 | 04895      |     | LOOP SAW SLOT AND FILL         | 690.00   | LF   |                  | \$ |               |
| 0920 | 04931      |     | INSTALL CONTROLLER TYPE 170    | 1.00     | EACH |                  | \$ |               |
| 0930 | 04932      |     | INSTALL STEEL STRAIN POLE      | 4.00     | EACH |                  | \$ |               |
| 0940 | 04950      |     | REMOVE SIGNAL EQUIPMENT        | 1.00     | EACH |                  | \$ |               |
| 0950 | 20093NS835 |     | INSTALL PEDESTRIAN HEAD-LED    | 8.00     | EACH |                  | \$ |               |
| 0960 | 20094ES835 |     | TEMP RELOCATION OF SIGNAL HEAD | 22.00    | EACH |                  | \$ |               |
| 0970 | 20188NS835 |     | INSTALL LED SIGNAL-3 SECTION   | 8.00     | EACH |                  | \$ |               |
| 0980 | 20266ES835 |     | INSTALL LED SIGNAL- 4 SECTION  | 4.00     | EACH |                  | \$ |               |
| 0990 | 20391NS835 |     | ELECTRICAL JUNCTION BOX TYPE A | 4.00     | EACH |                  | \$ |               |
| 1000 | 21543EN    |     | BORE AND JACK CONDUIT          | 300.00   | LF   |                  | \$ |               |
| 1010 | 21743NN    |     | INSTALL PEDESTRIAN DETECTOR    | 8.00     | EACH |                  | \$ |               |
| 1020 | 23157EN    |     | TRAFFIC SIGNAL POLE BASE       | 19.00    | CUYD |                  | \$ |               |
| 1030 | 23222EC    |     | INSTALL SIGNAL PEDESTAL        | 4.00     | EACH |                  | \$ |               |
| 1040 | 23982EC    |     | INSTALL ANTENNA                | 1.00     | EACH |                  | \$ |               |

## Section: 0006 - WATERLINE

| LINE | BID CODE | ALT | DESCRIPTION                           | QUANTITY | UNIT | <b>UNIT PRIC</b> | FP | <b>AMOUNT</b> |
|------|----------|-----|---------------------------------------|----------|------|------------------|----|---------------|
| 1050 | 14021    |     | W FIRE HYDRANT REMOVE                 | 1.00     | EACH |                  | \$ |               |
| 1060 | 14074    |     | W PLUG EXISTING MAIN                  | 4.00     | EACH |                  | \$ |               |
| 1070 | 14086    |     | W SERVICE SPECIAL<br>(LONG SIDE 4-IN) | 1.00     | EACH |                  | \$ |               |
| 1080 | 14094    |     | W TIE-IN 06 INCH                      | 1.00     | EACH |                  | \$ |               |
| 1090 | 14095    |     | W TIE-IN 08 INCH                      | 1.00     | EACH |                  | \$ |               |
| 1100 | 14097    |     | W TIE-IN 12 INCH                      | 2.00     | EACH |                  | \$ |               |
| 1110 | 14106    |     | W VALVE 08 INCH<br>(RESILIENT SEAL)   | 1.00     | EACH |                  | \$ |               |
| 1120 | 14108    |     | W VALVE 12 INCH<br>(RESILIENT SEAL)   | 5.00     | EACH |                  | \$ |               |
| 1130 | 14510    |     | W FIRE HYDRANT ASSEMBLY INST          | 2.00     | EACH |                  | \$ |               |

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| LINE | BID CODE | ALT | DESCRIPTION  | QUANTITY | UNIT | <b>UNIT PRIC</b> | FP | <b>AMOUNT</b> |
|------|----------|-----|--|----------|------|------------------|----|---------------|
| 1140 | 14524    |     | W PIPE DUCTILE IRON 08 INCH INST (PRESSURE CLASS 350)    | 40.00    | LF   |                  | \$ |               |
| 1150 | 14526    |     | W PIPE DUCTILE IRON 12 INCH INST<br>(PRESSURE CLASS 350) | 850.00   | LF   |                  | \$ |               |
| 1160 | 14572    |     | W SERVICE SPECIAL INST<br>(DISCONTINUE)                  | 1.00     | EACH |                  | \$ |               |
| 1170 | 14630    |     | W SERV COPPER LONG SIDE 3/4 IN INST                      | 6.00     | EACH |                  | \$ |               |
| 1180 | 14634    |     | W SERV COPPER SHORT SIDE 3/4 IN INST                     | 3.00     | EACH |                  | \$ |               |

## Section: 0007 - DEMOBILIZATION &/OR MOBILIZATION

| LINE | BID CODE | ALT DESCRIPTION | QUANTITY | UNIT | UNIT PRIC | FP A | MOUNT |
|------|----------|-----------------|----------|------|-----------|------|-------|
| 1190 | 02569    | DEMOBILIZATION  | 1.00     | LS   | ,         | \$   |       |