



CALL NO. 104

CONTRACT ID. 171009

BULLITT COUNTY

FED/STATE PROJECT NUMBER STPM 3001(503)

DESCRIPTION BEACH GROVE BYPASS (KY-1494)

WORK TYPE GRADE & DRAIN WITH ASPHALT SURFACE

PRIMARY COMPLETION DATE 9/30/2017

LETTING DATE: April 28,2017

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME April 28,2017. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

PLANS AVAILABLE FOR THIS PROJECT.

DBE CERTIFICATION REQUIRED - 8%

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

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 05

CONTRACT ID - 171009

STPM 3001(503)

COUNTY - BULLITT

PCN - DE015149416W1

STPM 3001(503)

BEACH GROVE BYPASS (KY-1494) WIDENING A SECTION OF KY-1494 FROM KY-61 TO CUNDIFF LANE.GRADE &
DRAIN WITH ASPHALT SURFACE SYP NO. 05-00293.00.

GEOGRAPHIC COORDINATES LATITUDE 35:58:56.00 LONGITUDE 85:43:20.00

COMPLETION DATE(S):

COMPLETED BY 09/30/2017

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 <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

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:

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

- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
 - c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4 Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5 Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

UPON AWARD AND BEFORE A WORK ORDER 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:

- 1 Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- 2 Whether the bidder provided solicitations through all reasonable and available means;
- 3 Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
- 4 Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
- 5 Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
- 6 Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 7 Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
- 8 Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
- 9 Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
- 10 Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
- 11 Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

Where the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the Good Faith Committee based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the bidder will be offered the opportunity to meet in person for administrative reconsideration. The bidder will be notified of the Committee's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of the Committee's decision. The reconsideration meeting will be held within two days of the receipt of a request by the bidder for reconsideration.

The request for reconsideration will be heard by the Office of the Secretary. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.

The result of the reconsideration process is not administratively appealable to the Cabinet or to the United States Department of Transportation.

The Cabinet reserves the right to award the contract to the next lowest responsive bidder or to rebid the contract in the event that the contract is not awarded to the low bidder as the result of a failure to meet the good faith requirement.

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

Failure by the prime contractor to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the Cabinet will hold the prime contractor accountable, as would be the case with all other contract provisions. Therefore, the contractor's failure to carry out the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to 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:

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

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
6th Floor West 200 Mero Street
Frankfort, KY 40622

DEFAULT OR DECERTIFICATION OF THE DBE

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

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

- To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

- To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

ASPHALT MIXTURE

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

INCIDENTAL SURFACING

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

FUEL AND ASPHALT PAY ADJUSTMENT

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

OPTION A

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

PREAPPROVED UTILITY CONTRACTORS

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

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

Item Number: 5-293.00

County: bullitt

Description: KY 61 at Beech Grove Bypass (KY 1494)

Cabinets	Master code	
1	T-01-0020	Base Mounted 332 Cabinet
1	T-01-0100	170 Controller
1	T-01-0501	conflict monitor, model 2018 Special Order
4	T-01-0600	Loop Detector, Model 222
5	T-01-0700	Load Switches

Signals		
6	T-02-0009	Siemen 3 Section Signal
1	T-02-0033	Siemen 4 secton 12" signal (poly)
1	T-02-0300	LED Module 12" red arrow
2	T-02-0310	LED Module 12" yellow arrow
1	T-02-0320	LED Module 12" green arrow
6	T-02-0330	LED Module 12" red ball
6	T-02-0340	LED Module 12" yellow ball
6	T-02-0350	LED Module 12" green ball

Special items		
1	T-02-0520	Antenna 10 db yagi
1	T-03-0240	Jumper 60' N-N RG-213

Poles		
4	T-04-0030	Steel Strain Pole 32 foot

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 project
 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 36 inches in diameter. Mandrel testing for deflection must be completed prior to the video inspection testing. Unless otherwise noted, Section references herein are to the Department's 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.

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

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

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

3.0 MANDREL TESTING. Mandrel testing will be used for deflection testing. For use on Corrugated Metal Pipe, High Density Polyethylene Pipe, and Polyvinyl Chloride Pipe,

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

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

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

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

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

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

3.6 AASHTO Nominal Diameters and Maximum Deflection Limits.

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

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

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

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

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

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

4.2 Record and submit all data.

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

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

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

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

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

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24814EC	Pipeline Inspection	Linear Foot
10065NS	Pipe Deflection Deduction	Dollars

SPECIAL NOTE

For Tree Removal

**Bullitt County
KY-1494 Widening and Relocation
Item No. 5-293.00**

NO CLEARING OF TREES 5 INCHES OR GREATER (DIAMETER BREAST
HEIGHT) FROM APRIL 1 – AUGUST 15.

**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.**



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

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

Original Re-Certification **RIGHT OF WAY CERTIFICATION**

ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
5-293.00	Bullitt	12FO FD52 015 7811001R	STPM 3001 (453)

PROJECT DESCRIPTION

Beech Grove Bypass

No Additional Right of Way Required

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

Condition # 1 (Additional Right of Way Required and Cleared)

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

Condition # 2 (Additional Right of Way Required with Exception)

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

Condition # 3 (Additional Right of Way Required with Exception)

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

Total Number of Parcels on Project	26	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired			
Signed Deed	24		
Condemnation	2		
Signed ROE			

Notes/ Comments (Use Additional Sheet if necessary)

LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	Tom Bay King
Signature		Signature	<i>Tom Bay King</i>
Date		Date	4/7/16
			FHWA
Right of Way Director		Right of Way Supervisor	
Printed Name	Don Lay	Printed Name	
Signature	<i>Don Lay</i>	Signature	No Signature Required as per FHWA - KYTC 2013 Stewardship Agreement
Date	07 April 2016	Date	

UTILITIES AND RAIL CERTIFICATION NOTE

**BULLITT COUNTY, DPR 0172 (017)
FD52 015 78110 01U
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ITEM NO. 5-293.00**

GENERAL PROJECT NOTE ON UTILITY PROTECTION

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

Salt River Electric, Windstream, Time Warner Communication, LG&E (gas), LG&E (electric), City of Shepherdsville Sewer, and Louisville Water Company have facilities that require relocation. Please see the notes below pertaining to their locations and relocations.

LG&E-electric – has existing overhead facilities in the project area.

Overhead route runs along the west side of KY 61 to just north of the proposed KY 1494 intersection. Utility poles are located at approximately Sta. 15+90 48ft Lt, Sta. 17+35 50ft Lt, and Sta. 17+54 50ft Lt.

These facilities are not to be disturbed and are to remain in place.

Salt River Electric - has existing overhead facilities throughout the entire project limits.

Overhead lines run along Beach Grove Road with a utility pole located at approximately Sta. 51+55 21ft Lt. Overhead lines run to a pole along proposed KY1494 at approximate Sta. 18+26 27ft Rt, and has an aerial crossing at approximate Sta. 18+78.

Beginning at Proposed KY 1494 approximate Sta. 23+35 Salt River Electric has an existing overhead route that runs along the south side of the road to approximate Sta. 29+81 with poles located at approximately Sta. 23+35 38ft Rt, Sta. 25+52 31ft Rt, Sta. 28+78 25ft Rt, and Sta. 29+81 23ft Rt. From the pole at Sta. 28+78 the overhead route crosses to the North side of the road and continues along the north side, and out of project limits, with poles located at approximately Sta. 30+30 37ft Lt and Sta. 32+14 48ft Lt.

There are overhead service crossings at approximately Sta. 25+40, Sta. 28+23, and Sta. 28+80.

These facilities are not to be disturbed and will remain in place.

Time Warner – has existing overhead and underground facilities throughout the entire project limits.

Existing utility poles or pedestals are located at approximately Sta. 17+17 Lt. 22, Sta. 18+61 Rt. 31, Sta. 26+01 27ft Lt, Sta. 27+42 31ft Lt, Sta. 28+81 Lt. 27, and Sta. 30+30 37ft Lt. Underground facilities begin at the pole at Sta. 17+17 Lt. 22 and continues to the utility pole at Sta. 30+30 Lt. 37. The underground facility consists of 2- 2inch conduits. Pull boxes are located at approximately Sta. 21+33 33.5ft Lt, Sta. 25+06 33ft Lt, and Sta. 28+79 32ft Lt. Overhead crossings over KY1494 are located at approximately Sta. 16+45 and Sta. 17+40.

These facilities are not to be disturbed and are to remain in place.

Windstream – has existing overhead facilities throughout the entire project limits.

Overhead lines run parallel to proposed KY 1494 along the south side of the roadway. Existing poles are located at approximately Sta. 17+18 17ft Rt, Sta. 18+60 7ft Lt, Sta. 20+70 29ft Rt, Sta. 23+35 38ft Rt, Sta. 25+52 31ft Rt, and Sta. 28+78 25ft Rt. There are facility and service crossings at approximately Sta. 17+00,

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Sta. 18+60, Sta. 25+40, Sta. 28+23, Sta. 28+80, and Sta. 29+30. **These facilities will be removed or relocated by Windstream or their contractors.**

Windstream has existing overhead lines that run parallel to existing Old Ford Road/proposed KY 1494 on the north side of the road, beginning at a pole located at approximate Sta. 30+30 37ft Lt and continuing east to a utility pole at approx. Sta. 34+50 23ft Lt. Underground facilities continue from this pole along the north side of the waste water treatment plant road and out of the project area.

An existing overhead route runs along the west side of KY 61 to the intersection with proposed KY 1494, with utility poles located at approximate Sta. 15+90 48ft Lt, Sta. 17+35 50ft Lt, and Sta. 17+54 50ft Lt. The overhead route then turns and runs along the north side of the proposed KY 1494, with utility poles located at approximately Sta. 67+51 45ft Lt, Sta. 66+82 46ft Lt, and Sta. 66+08 89ft Lt. **These facilities are not to be disturbed and will remain in place.**

City of Shepherdsville Sewer – The existing 10” sanitary sewer at the intersection of KY 1494 and Old Ford Road will remain in place from approximately Sta. 17+42 Rt. 35 to 31+05 4ft Lt. The existing 10” sanitary sewer runs under the proposed KY 1494 and is not to be disturbed and will remain in place. The existing 10” sanitary sewer crosses proposed 1494 at Sta. 17+35 from a manhole at Sta. 17+27 25ft Lt. to manhole at Sta. 17+42 35ft Rt. **These facilities are not to be disturbed and will remain in place.**

Louisville Water Company – The existing 12” DPW water main along proposed KY 1494 will remain in place from approximately Sta. 30+50 15ft Lt. to on the north side of proposed Waste Water Treatment Rd approximate Sta. 47+30 Rt. 15. **These facilities are not to be disturbed and will remain in place. See the plans, specifications and special notes concerning the water main that will remain in place.**

LG&E-gas – has existing gas facilities throughout the project area.

An existing 4” medium pressure plastic gas main runs along the north side of existing Beech Grove Road at approximately 13ft Lt. From a T-junction at approx. Sta. 17+84 5ft Rt a 6” medium pressure plastic gas main runs east along proposed KY 1494 at approximately 22ft Lt to approximate Sta. 21+50, where the gas main bends to continue running parallel to proposed KY 1494 at approximately 8-10ft Lt and continues to run along Old Ford Road out of project limits. LG&E also has a 2” medium pressure plastic gas main that runs parallel to the 6” line, at an offset 3ft closer to the roadway centerline. **These facilities will be removed or relocated by LG&E or their contractors.**

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

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Windstream – has a proposed overhead and underground route throughout the project limits. Proposed utility poles or pedestals will be placed at Sta. 17+17 Lt. 22, Sta. 18+26 Rt. 30, Sta. 18+61 Lt. 31, Sta. 21+41 Lt. 31, Sta. 25+36 Lt. 31, Sta. 25+18 Lt. 28, and Sta. 28+80 Lt. 28. Windstream proposed underground facility begins at the proposed pole at Sta. 17+17 Lt. 22 and continues to the utility pole at Sta. 30+30 Lt. 37. The underground facility consists of 2- 2inch conduit. **This work is anticipated to be completed by February 28, 2017.**

Salt River Electric, Windstream, and Time Warner Cable share some of the same pole routes. The road contractor shall be aware that there are a number of Salt River Electric and Windstream poles that shall remain or which are expected to be installed prior to the start of the roadway work. Existing poles to be removed will be removed once all facilities have been transferred to new poles. **This work is anticipated to be completed by February 28, 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 a proposed 6" medium pressure plastic gas main throughout the project limits. The proposed 6" gas main is to tie into the 4" existing gas main at approximately Sta. 16+68 12ft Lt. from here the gas main runs perpendicular and away from the roadway to a 90° bend at approximate Sta. 16+68 29ft Lt, then turns to run east to a T-junction at approximately Sta. 18+31 38ft Lt. From the T-junction a 6" GM runs southeast to tie into the existing 4" GM at approx. Sta. 50+62 22ft Lt. Also from the T-junction a 6" GM continues east approximately parallel to proposed KY 1494 at approx. 32-33ft Lt offset to approx. Sta. 21+55 where the GM then runs approx. 30-26ft Lt offset, then goes to a pair of bends at approximately Sta. 25+40 and runs at a 29-31ft Lt offset continuing to run parallel to Old Ford Road and the proposed waste water treatment plant road and ties into the existing 6" MP gas main at approximate treatment plant road Sta. 46+42 3ft Rt. **This work is anticipated to be completed by June 30, 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**. Working days will not be charged for those days on which work **LG&E-gas** facilities is delayed, as provided in the current edition of the KY Standard Specifications for Road and Bridge Construction. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to the project, the KYTC Resident Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor.

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

Louisville Water Company – has an existing 12” PVC water main on the north side of KY 1494 from approximate Sta. 17+55 Rt 25 to Sta. 30+50 Lt 15 that will be abandoned; has an existing 16” DPW water main crossing proposed KY 1494 at the intersection of KY 61 from approximate Sta. 48+25 Rt 57 to Sta. 48+45 Lt 100 and crosses proposed KY 1494 at Sta. 48+20 that will be abandoned; has an existing 12” DPW on the north side of proposed Waste Water Treatment Rd from approximate Sta. 46+30 Rt. 20 to Sta. 47+30 Rt. 15.

As part of the roadway project the existing main will be replaced by the contractor as part of the roadway project as shown on the relocation plans. A proposed 12” DPW water main on KY 1494 will tie-in to the existing 8” PVC water main at approximate Sta. 17+15 Rt 15 and will turn north and cross KY 1494 at Sta. 17+25 then at Sta. 17+35 Lt 18 the proposed water main turns to the east and stays at an offset of 18’ from center line and ties into the existing 12” PDW water main at approximate Sta. 30+50 Lt 15.

A proposed 16” DPW water main on Waste Water Treatment Road will tie-in to the existing 16” PDW water main at approximate Sta. 46+30 Rt. 20 and ties into the existing 12” DPW at Sta. 47+30 Rt. 15.

A proposed 16” DPW water main will tie in to the existing 12” PDW water main on the east side of Oak Grove Road at St. 33+26 Lt 105 and continues south parallel to Oak Grove Rd on the east side and turns east at Sta. 33+86 Lt 20. From Sta. 33+86 Lt 20 on the proposed water main will parallel KY 1494 on the north side and maintain an approximate off set of 16’ Lt of center line. At Sta. a48+31 Lt 21 on KY 1494 the proposed 16” water main will tie into an existing 16” DPW water main.

A proposed 16” DPW water main on KY 61 will tie-in to the existing 16” DPW water main at Sta. 48+31 Rt. 85’ and continues north parallel to KY 61 and ties into the existing 16” DPW water main at Sta. 48+43 Lt. 96’.

See the plans, specifications and special notes concerning the relocations.

THE FOLLOWING RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT 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

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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 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.

AREA UTILITIES CONTACT LIST

<u>Utility Company/Agency</u>	<u>Contact Name & Contact Information</u>
1. LG&E KU (Electric)	Greg Geiser

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- | | |
|---|---|
| 820 West Broadway
Louisville, KY 40202
LG&E Emergency Number (502) 589-1444
LG&E and KU Emergency Number 1-800-331-7370 | 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 |
| 3. Louisville Water Company
550 South Third Street
Louisville, KY 40202 | Daniel Tegene, PE
(502) 569-3649
DTegene@LWCky.com |
| 4. Windstream Kentucky, Inc.
229 Lees Valley Road
Shepherdsville, KY 40165
502-957-7127
OR
111 S. Main St.
Elizabethtown, KY 42071 | Roger Redford
cell – (502) 264-2053
Roger.Redford@Windstream.com

Barry Roberts
(270) 723-7358
Barry.Roberts@Windstream.com |
| 5. Salt River Rural Electric Coop. Corp.
111 W. Brashear Ave.
Bardstown, KY 40004

Telephone in Bullitt County | Daniel Carrico
Dcarrico@SRElectric.com
(502) 350-1606

Wesley Collins
wcollins@SRElectric.com |
| 6. East Kentucky Power Coop
4775 Lexington Road
Winchester, KY 40391

P O Box 707
Winchester, KY 40391 | Garry Harvey
(859)745-9601
Garry.Harvey@EKPC.coop
Barry Warner
Barry.Warner@EKPC.coop
(859) 745-9304 |
| 7. City of Shepherdsville Sewer
634 Conestoga Parkway
P O Box 400 | Engineer: Rob Campbell QK4
ph: (502) 585-2222 (QK4)
RCampbell@qk4.com |

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- Shepherdsville, KY 40165
fax: (502) 543-2923 (City Shep)
ph: (502) 955-7803 (City Shep)
Scott Flemming
Cell: (502) 664-6254
sfleming@shepcity.com
- 8.** Charter Communications
10168 Linn Station Road
Suite 120
Louisville, KY 40223
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
- 9.** Lebanon Junction Water Works
City Hall - Main Street
P O Box 69
Lebanon Junction, KY 40150
Charles Sullivan
Cell (502) 817-0352
LJWW16@yahoo.com
City Hall 502-833-4311
- 10.** Mt. Washington Sewer & Water Commission
208 Snapp Street
Mt. Washington, KY 40047
(502) 538-4216 or 538-4781 or 955-6784
Elizabeth Hall, City Administrator
DHall@mtwKY.org
Derrick Engineering – Consultant
derrickinc@bellsouth.net
Ronnie Fick, Public Works Director
RFick@mtwKY.org
(502)538-3771
- 11.** Marathon Pipeline, LLC
539 South Main Street, Room X-05-018
Findlay, OH 45840
OR
20-C Industrial Drive
Lexington, OH 44904
Ed May
Office – (419) 421-3704
edmay@marathonpetroleum.com
Greg Newman
gcneman@marathonpetroleum.com
Office - (419) 884-0800x236
Cell – (419) 564-8826

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- | | |
|---|---|
| 12. Mid - Valley Pipeline Company
4910 Limaburg Road
Burlington, KY 41005
FAX (866) 699-1185 | Richard (Todd) Calfee
(859) 371-4469x14
Cell: 859-630-8271
RTCalfee@SunocoLogistics.com |
| 13. AT&T Legacy
7555 E. Pleasant Valley Rd. – Suite 140
Independence, OH 44131 | Mike Diederich
MD4145@att.com
Phone - (216) 750-0135
Cell - (216) 212-8556
Don Garr
DRGarr@Hughes.net
Cell - (502) 741-8374 |
| 14. City of Taylorsville Sewer & Water
70 Taylorsville Rd., P O Box 279
Taylorsville, KY 40071
Consultant: Kevin Sisler
220 Reynolds Rd
Lexington, KY 40517 | Harold Compton
HCompton@TaylorsvilleWater.org
(502) 477-3235
Fax: (502) 477-1310
Kevin.@SislerMaggard.com
(859) 271-2978 (859) 509-3799
Steve Biven-City Clerk
SBiven@taylorsvillewater.org
(502) 477-3235 ext. 106 |
| 15. AT&T KY
1340 E. John Rowan Blvd
Bardstown, KY 40004 | Scott Roche
sr8832@att.com
Office - (502) 348-4528
Cell – (502) 827-4703 |
| 16. Bullitt County Schools
1040 Highway 44 East
Shepherdsville, KY 40165
(also managed by LG Fiber)
LG Fiber
P. O. Box 1702
Mt. Vernon, KY 40456 | Jim Jackson
Jim.Jackson@Bullitt.kyschools.us
(502) 869-8040
Larry Gregory
LGFiber@gmail.com
(606)521-2649 |
| 17. Bullitt Co. Sanitation District
P O Box 818
Hillview, KY 40129 | Jerry Kennedy
Office – (502) 957-6140
Cell - (502) 643-3165
BullittSanitation@Windstream.net |

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- 18.** Inside Connect Cable LLC
4890 Knobb Creek Road
Brooks, KY 40109
- TJ Scott
tscott@insideconnect.net
Tony Manley
Tony@InsideConnect.net
or Tony@ICcable.com
Office: (502)955-4882
Cell: (502)593-5357
- 19.** Pioneer Village Sewer Plant
4846 Brownsboro Center Arcade
Louisville, KY 40242
502-895-4273
- Joe Sanders
(502) 609-2114 - cell
NO EMAIL
Owner: Jim Walser
- 20.** 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
Timothy Gibson
Timothy.Gibson@Windstream.com
Emergency contact ONLY
- 21.** MCI – bought out by Verizon Business
Verizon Business
2400 N Glendale Dr
MDC 3115
Richardson, TX 75082
- Dean Boyers (Investigations Dept)
Dean.Boyers@Verizon.com
(972) 729-6322
- 22.** Nolin Rural Electric Cooperative Corp.
411 Ring Road
Elizabethtown, KY 42701
- Donnie Probst
(270) 765-6153
- 23.** CenturyLink
260 Winn Ave
Winchester, KY 40391
- Jim Trapnell
jim.trapnell@centurylink.com
Cell (859) 806-5833
- CenturyLink National Network Construction
3625 Brookside Parkway Suite 400
Alpharetta, GA 30022
- Chad Kirkland
Chadrick.kirkland@centurylink.com
Cell (770) 328-2449

UTILITIES AND RAIL CERTIFICATION NOTE

**BULLITT COUNTY, DPR 0172 (017)
FD52 015 78110 01U
RELOCATE KY 1494 ALONG OLD FORD ROAD
TO KY 61 AT SALT RIVER ROAD
ITEM NO. 5-293.00**

- 24.** Level 3 Communications (Transmission)
848 S. 8th St.
Louisville, KY 40203
- Kevin Webster
Kevin.Webster@Level3.com
Office (502) 777-8622
Cell (502) 777-8622
Fax (502) 561-6950
- Level 3 Communications (Distribution)
962 South Third Street
Louisville, KY 40203
- Mark Sewell
Mark.Sewell@Level3.com
Office (502) 515-9142
Cell (502) 295-0939
- 3770 Lucius Rd.
Columbia, SC 29201
- Russ Wheat, Relocation Project Manager
russ.wheat@level3.com
Office (803) 239-1116
Cell (803) 206-9563
- 1025 Eldorado Boulevard
Broomfield, Colorado 80021
Suite 43C-420
- Tim Boykin
Project Manager, Relocations-Great
Lakes Region
Office (720)888-7280
Fax (720)567-3262
Tim.Boykin@Level3.com
- 25.** Crown Castle Network Operations
10300 Ormsby Park Place
Suite 501
Louisville, KY 40223
- Rebecca Gray
rebecca.gray@CrownCastle.com
(502)318-1313
Chris Gladstone
Chris.Gladstone@CrownCastle.com
(502) 689-2162
- 26.** MCI/Verizon(Owns WUTEL)
MCI/Verizon
730 West Henry Street
Indianapolis, IN 46225
- Chris Fowler
chris.fowler@verizon.com
Office: (317) 685-8050
Cell: (317) 435-6225
- Dave Wiley (Field)
(502) 439-8783
dave.wiley@verizon.com

UTILITIES AND RAIL CERTIFICATION NOTE

**BULLITT COUNTY, DPR 0172 (017)
FD52 015 78110 01U
RELOCATE KY 1494 ALONG OLD FORD ROAD
TO KY 61 AT SALT RIVER ROAD
ITEM NO. 5-293.00**

- **Gayla Bright**
Treasurer
City of Shepherdsville
(502)215-1525
GBright@ShepCity.com
- **Brenda Taylor**
Deputy City Clerk
City of Shepherdsville
(502)215-1523
BTaylor@ShepCity.com
- **Tammy Richmond**
Interim City Clerk
City of Shepherdsville
(502) 215-1501
TRichmond@ShepCity.com

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

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

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

PROTECTION OF EXISTING UTILITIES

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

PREQUALIFIED UTILITY CONTRACTORS

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

Louisville Water Company – requires pre-qualification in Category 1; 4” – 16” Ductile Iron

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

When the list of approved subcontractors for the utility work is not provided in these general notes, the utility work must be completed by either the prime contractor or a subcontractor that is 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 supply fire hydrants and copper pipe for service connections. All other 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

ContractorName	BillingAddress	P O Box	MBE	WBE	City	State	ZIPCode	PhoneNumber	FaxNumber	Email Address
Advanced Paving & Construction Co.	P O Box 125		No	Yes	Eastwood	KY	40018	(502) 245-8935	(502) 244-3620	advancedpaving@aol.com
American Contracting & Services, Inc.	6200 E. Highway 62, Building 2503		No	No	Jeffersonville	IN	47130	8122854123	(812) 280-4415	rzimmerman@hughesgp.com
Basham Construction & Rental Co.	1102 South Park Road		No	No	Fairdale	KY	40118	(502) 961-9001	(502) 961-0998	bashamconst@yahoo.com
Buky Golf, Inc. dba Buky Construction	522 Bethel Church Road	P.O. Box 105	No	No	Mount Washington	KY	40047	5025922367	5025383193	Cbuky@aol.com
C Squared, Inc.	7321 St. Andrews Church Road		No	No	Louisville	KY	40214	(502) 363-0069	(502) 363-2333	Chris@csquaredinc.com
Cleary Construction Inc.	2006 Edmonton Road		No	No	Tompkinsville	KY	42167	270-487-1784	270-487-8029	ryancornwell@clearyconst.com
Cottogim Enterprises, Inc.	5010 E. State Road 56		No	No	Salem	IN	47167	8128836602	8128836668	sd@8836602.com
Culver & Associates, Inc.	7212 Ridge Creek Road		No	No	Louisville	KY	40291	5025506054	(502) 491-8099	sculver@tvc.com
Dan Cristiani Excavating Co., Inc.	P O Box 2427		No	No	Clarksville	IN	47131-2427	5025581500	(812) 282-9908	dian@deexc.com
Debbie Sutherland Excavating	585 Browningtown Road		No	Yes	Shepherdsville	KY	40165	(502) 955-7161	(502) 543-3583	internet192@windstream.net
Dirt Design Construction	1214 Bells Mill		No	Yes	Shepherdsville	KY	40165-8964	5026648801	5029559363	robison.crystal@yahoo.com
Excel Excavating, Inc.	5710 Unica Sellersburg Road		No	No	Sellersburg	IN	47172	8122074884		mikelflynn@excelexcavating.com
E-Z Construction Company, Inc.	7420 Distribution Drive		No	No	Louisville	Ky	40258	(502) 937-6855	(502) 937-9726	timdnes@ezconst.com
Fer-Pal Construction USA, LLC	26187 Northline Road		No	No	Taylor	MI	48180	7349462034	7349462036	fgarcea@ferpalinfrastructure.com
Filcon Construction LLC	915 Deansville Rd		No	No	Cox's Creek	KY	40013	502-349-3222	502-349-9110	filcon@bardstov.com
Flynn Brothers Contracting, Inc.	P O BOX 32065	P O Box 32065	No	No	Louisville	KY	40232	(502) 364-9100	(502) 363-1646	icrtee@flynnbrothers.com
G.B.M.C., Inc.	564 Eastern Blvd.		No	No	Clarksville	IN	47129	8122827740	812-282-7773	GBMCINC82@AOL.COM
Gamey 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	Louisville	KY	40209	5029923724	(502) 361-5771	rshutt@hallky.com
Herrick Company, Inc.	1385 Tracy Rd.		No	No	Lawrenceburg	KY	40342	502-839-3484	502-839-0939	hcl@dcr.net
Howell Contractors, Inc.	980 Helen Ruth Drive		No	No	Ft. Wright	KY	41017	8593315457	8593316768	pbrieking@howellcontractors.com
Hubert Excavating & Construction	2590 Bondville Road		No	No	Salvisa	KY	40372	5026801281		hubertexcavating@gmail.com
Hussung Mechanical Contractors Inc. (HMC)	6913 Enterprise Drive, Suite B		No	No	Louisville	KY	40214	502-375-3500	5023752377	springert@hussung.com
Infrastructure Systems, Inc.	260 W. Vincennes St.		No	No	Orleans	IN	47452	(812) 865-3309	(812) 865-3009	dschmidt@netsurfusa.net
J. Fletcher Creamer & Son, Inc.	1701 East Linden Ave		No	No	Linden	NI	07036	9089865688	9089253350	rflock@jfcson.com
Jeff Robards Construction Inc.	4320 North Preston Highway		No	No	Shepherdsville	KY	40165	502-957-5909	5029575977	irobards@jrc-inc.com
K. Hayes Limited	431 S. Broadway, Suite 332		Yes	No	Lexington	KY	40508	8593338887	8594750170	kunte@khayeslimited.com
Kelsey Construction, LLC	212 Cedar Grove Road		No	No	Shepherdsville	KY	40165	(502) 955-1410	(502) 921-9092	gobel@kelseyconstruct.com
Larry Clark Construction, Inc.	5427 Bardstov Road, Suite 2		No	No	Louisville	KY	40291	(502) 239-8400	(502) 231-1700	LCC5427@yahoo.com
Lawrence Construction & Leasing, Inc.	460 Shortland Drive		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	IN	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	LaGrange	KY	40031	5022229940	5022650155	powell.louis@tvc.com
Louisville Paving Company, Inc.	1801 Payne St.		No	No	Louisville	KY	40206	(502) 583-1726	(502) 583-6375	dougw@loupaving.com
MAC Construction & Excavating Inc.	1908 Unruh Court	PO Box 6787	No	No	New Albany	IN	47151-6787	(812) 941-7895	8129410699	bryanw@maconstruction.com
Martin Contracting Inc.	2371 Irvine Road		No	No	Richmond	KY	40475	8596230112	8596260822	shawn.martin@martincontracting.net
Miller Pipeline Corporation	8850 Crawfordsville Rd.		No	No	Indianapolis	IN	46234	(317) 293-0278	(317) 293-8502	Kevin.Miller@millerpipeline.com
PACE Contracting LLC	200 Willinger Lane		No	No	Jeffersonville	IN	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	pbeest@yahoo.com
Phillips Construction, LLC	3649 Highway 41A		No	No	Henderson	KY	42420	2708306773	2708309866	rphillips@phillipsllc.net
RAM Engineering & Construction, Inc.	3208 Woodland Avenue	PO Box 11549	No	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	Norwalk	OH	44857	4196688482	4196685083	tavis@rileytrenchless.com
S. J. Louis Construction, Inc.	1351 Broadway Street W	P. O. Box 459	No	No	Rockville	MN	56369-0459	3202539291	3202533533	iamew@sjlouis.com
Sang Corporation	4574 Melton Avenue		Yes	No	Louisville	KY	40213	(502) 368-0315	(502) 367-0256	dsilva_sangcorp@yahoo.com
Scott & Ritter, Inc.	2385 Barren River Rd.	P.O. Box 749	No	No	Bowling Green	KY	42102-0749	2707819988	2707823267	lukeritter@scottandritter.com
Sedam Contracting Co., LLC	302 W. Lagrange Rd.		No	No	Hanover	IN	47243	8128665607	8128665625	linda@sedamlc.com
Smith Contractors, Inc.	1241 Bypass North	P.O. Box 480	No	No	Lawrenceburg	KY	40342	(502) 839-4196	(502) 839-8348	vg@scr82.com
Southern Pipeline Construction Co.	1272 Old Fern 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@sevenseas.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 Turnpike		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	IN	47151	8129486691	8129480266	emorris@tsiconstructioninc.com
United Construction & Design, LLC	11112 Oakhurst Road		No	No	Louisville	KY	40245	5029040202	5029040239	T.Luetzow@ucd.cc

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 2134IND

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

W DIRECTIONAL BORE Payment under this item is made whenever the plans or specifications specifically show directional boring is to be utilized in order to minimize the impact of open cut for the installation of water main under streets, creeks, and etc. Payment under this item shall include the specified bore pipe, labor, and equipment. No separate payment shall be made for bore pipe installed in the bore whether used as a carrier pipe or an encasement of a separate carrier pipe. This item shall also include pipe anchors at each end of the bore when specified to prevent the creep or contraction of the bore pipe. Carrier pipe installed within a bore pipe shall be paid separately under pipe items. Payment under this item shall not be size specific and no separate bid items will be established for size variations. The bore pipe sizes to be included under this item shall be as shown on the plans and/or in the specifications. Any and all directional bores in each contract shall be paid under one directional bore bid item included in the contract regardless of size. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

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

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

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

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

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

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

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

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

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

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

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

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

W FLUSHING ASSEMBLY This item shall include the flushing device assembly, service line, meter box and lid, tapping the main, labor, equipment, excavation, backfill, and restoration required to install the

flushing device at the location shown on the plans and in accordance with the specifications and standard drawings, complete and ready for use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

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

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

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

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

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

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

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

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

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

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

This item shall be paid EACH (EA) when complete.

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

W PLUG EXISTING MAIN This item shall include the specified plug, concrete blocking and/or anchoring, labor, equipment, excavation, backfill, and restoration required to install the plug in an existing in-service main that is to remain at the location shown on the plans or as directed in accordance with the specifications. Any and all plugs on all existing in-service mains shall be paid under one bid item included in the contract regardless of size. No separate bid items will be established for size variations. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

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

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

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

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

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

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

W SERVICE SHORT SIDE This bid item description shall apply to all service line installations of every size up to and including 2 inch internal diameter, except those service bid items defined as "Special". This item includes installation of the specified piping material of the size specified on plans, encasement of 2 inches or less internal diameter (if required by plan or specification), main tap, tapping saddle (if required), corporation stop, coupling for connecting the new piping to the surviving existing piping, labor, equipment, excavation, backfill, testing, disinfection, and restoration, at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and

ready for use. This bid item is to pay for service installations where both ends of the service connection are on the same side of the public roadway, or when an existing service crossing a public roadway will remain and is being extended, reconnected, or relocated with all work on one side of the public roadway centerline as shown on the plans. The length of the service line is not to be specified and shall not be restricted to any minimum or maximum length. Payment shall be made under this item even if the service crosses a private residential or commercial entrance; but, not a public roadway. Private or commercial entrances shall not be considered a public roadway in defining payment under this item. The contractor shall draw his own conclusions as to the length of piping that may be needed. This pay item does not include installation or relocation of meters. Meters will be paid separately. No additional payment will be made for rock excavation or for bedding required in rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

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

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

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

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

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

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

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

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

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

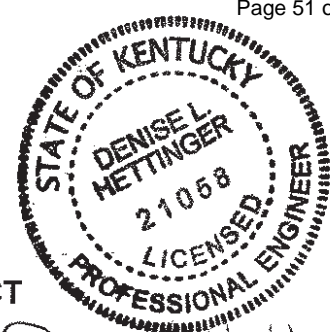
W VALVE ANCHOR EXISTING This bid item is intended to pay for installation of restraint hardware on an existing valve where no restraint exists to hold the valve in place to facilitate tie-ins and other procedures where restraint is prudent. This work shall be performed in accordance with water specifications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

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

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

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

SUPPLEMENTARY SPECIFICATIONS
BEECH GROVE BYPASS
WATER MAIN INSTALLATION / RELOCATION PROJECT
LWC PROJECT 11172



Denise Mettinger

PROJECT LIMITS

Limits of the referenced project include **Beech Grove Bypass from Beech Grove Rd. to Preston Hwy.**

PROJECT SUMMARY

The referenced project consists of the supply and installation of 55 +/- linear feet of 20-inch Pressure Class 250 ductile iron water main, 1,720 +/- linear feet of 16-inch Pressure Class 350 ductile iron water main, 1,335 +/- linear feet of 12-inch Pressure Class 350 ductile iron water main, 50 +/- linear feet of 12-inch diameter restrained joint Pressure Class 350 ductile iron water main, 40 +/- linear feet of 8-inch diameter Pressure Class 350 ductile iron water main and 40 +/- linear feet of 24-inch steel casing pipe including valves, fittings and tie-ins to existing water mains.

This project is "Supply and Install" and all pipe, casing pipe and fittings shall be supplied by the contractor. All materials supplied by the contractor shall comply with the Buy America requirements. (Fire Hydrants and service line material will be supplied by the Louisville Water Company.)

SCOPE OF WORK

The contractor is bound by and shall comply with the provisions of the "Louisville Water Company Technical Specifications and Standard Drawings for Pipeline Construction" (2008 Edition) which shall govern work on this project with the following additions/exceptions:

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 include, but not limited to, the following:

- A. 20-inch Pressure Class 250 ductile iron water main

- B. 16-inch, 12-inch, 8-inch, and 6-inch (Fire Hydrant leads) Pressure Class 350 ductile iron water main
- C. 12-inch Pressure Class 350 ductile iron restrained joint water main
- D. Various size Gate Valves (Right-hand open)
- E. 24-inch Steel Casing Pipe (0.5 inches thick)
- F. Various size of 11 1/4, 22 1/2, and 45 degree Bends
- G. Polywrap for all Ductile Iron Pipe
- H. Other items shown on the plans and/or are needed

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 pipe and fittings supplied by the contractor shall be inspected by the LWC Inspector prior to installation and any defective 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 not operate any valve without direct supervision of the LWC Project Manager or Inspector.

RETURN OF USED HYDRANTS

Fire hydrants that are discontinued, abandoned or replaced shall be removed and returned with caps to the LWC Almond Avenue Warehouse. The contractor shall also complete the "RETURN OF USED FIRE HYDRANTS" form, sign and submit the form to the inspector for record keeping and proper accounting. Any removed hydrant that is not returned to the LWC warehouse will be invoiced to the contractor in the amount of \$75 per hydrant.

Fire Hydrant Extension Kits shall not be used for any fire hydrant installation on this project. Contractor shall adjust the depth of the water main at the location where a hydrant will be installed to accommodate the height of a standard fire hydrant.

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 and coordinated with the KYTC Resident Engineer.

In the case of an emergency, the Contractor shall immediately notify the LWC Construction Inspector, Radio Room, and the LWC Project Manager. Prior to the actual shut-off, 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 Construction 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, 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.

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. The Contractor shall be compensated in accordance with the unit prices for any additional pipeline installed to change the tie-in location.

INSPECTIONS

The Contractor shall notify the LWC Project Manager 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.

ACCEPTANCE TESTING

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

EROSION PREVENTION SEDIMENT CONTROL MEASURES – BULLITT CO.

An erosion control plan shall be prepared by the contractor and submitted to the appropriate agency. The contractor is responsible for maintaining all erosion control measures within the project limits. The contractor is responsible for making all erosion

control modifications within the project limits required by the appropriate agency. The contractor is responsible to rectify any disputes that may arise due to inadequate erosion control measures as determined by the appropriate agency.

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. 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.

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 LWC Project Manager and the LWC Construction Inspector along with the KYTC Resident Engineer.

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

All existing 5/8" services shall be renewed with 3/4" service line.

Prior to beginning any work that requires a shut-down 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.

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 ten (10) 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 ten-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 effected customers. The Contractor shall provide to the LWC Construction 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.

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.

WARRANTIES

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

SHOP DRAWINGS

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

The following items shall be submitted before delivery of ductile iron pipe or fittings:

1. Certification by the manufacturer or supplier that the pipe furnished for this project meets all pertinent AWWA Standards.
2. Catalog cuts and installation instructions for boltless restrained joint pipe and mechanical joint retainer glands.
3. Certification that all bolts to be furnished conform to referenced standards.

POLYETHYLENE ENCASUREMENT SPECIFICATIONS

Polyethylene encasement shall consist of the following:

- A. 8 mil thick (linear low density polyethylene tube type)
- B. Conform to the current AWWA Standard C105-05.
- 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 no less than 5 mil thick.
- E. Polyethylene encasement shall be the COLOR BLUE. Other colors will be rejected.

DUCTILE IRON PIPE AND FITTINGS SPECIFICATIONS

REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
 1. ASTM A193 - Standard Specification for Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service.
 2. ASTM A194 - Standard Specification for Carbon and Alloy Steel Nuts for Bolts for High-Pressure and High-Temperature Service.
 3. ASTM A242 - Standard Specification for High-Strength Low-Allow Structural Steel.

4. ASTM A307 – Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
5. ASTM A674 – Standard Practice for Polyethylene Encasement for Ductile Iron Pipe for Water or Other Liquids.
6. ASTM C150 - Standard Specification for Portland Cement.

B. American Water Works Association (AWWA)

1. AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
2. AWWA C105 - Polyethylene Encasement for Ductile-Iron Pipe Systems.
3. AWWA C110 - Ductile-Iron and Gray-Iron Fittings, 3-in through 48-in (75mm through 1219mm) for Water.
4. AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
5. AWWA C150 - Thickness Design of Ductile-Iron Pipe.
6. AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast, for Water.
7. AWWA C115 – Flanged Ductile Iron Pipe with Ductile Iron or Grey Iron Threaded Flanges.
8. AWWA C116 – Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior surfaces of Ductile Iron and Grey Iron Fittings for Water Supply Service.
9. AWWA C153 - Ductile- Iron Compact Fittings, 3-in through 24-in and 54-in through 64-in, for Water.
10. AWWA C550 – Protective Interior Coatings for Valves and Hydrants
11. AWWA C600 - Installation of Ductile-Iron Water Mains and Their Appurtenances.
12. AWWA C606 - Grooved and Shouldered Joints..
13. AWWA C651 - Disinfecting Water Mains.

14. AWWA M41 – Ductile Iron Pipe and Fittings Manual of Water Supply Practices
- C. National Sanitation Foundation (NSF)
 1. NSF 61 – Drinking Water System Components Health Effects.
- D. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

QUALITY ASSURANCE

- A. It is a requirement of these Contract Documents to have the entire ductile iron pipe under this section designed and supplied by a single manufacturer rather than have selection and supply of these items by a number of different manufacturers. Similarly. It is a requirement of these Contract Documents to have all of the ductile iron fittings under this section designed and supplied by a single manufacturer rather than have selection and supply of these items by a number of different manufacturers.
- B. Each length of ductile iron pipe supplied for the project shall be hydrostatically tested at the point of manufacture to 500 psi for a duration of 10 seconds per AWWA C151. Testing may be performed prior to machining bell and spigot. Failure of ductile iron pipe shall be defined as any leak or rupture of the pipe wall. Certified test results shall be furnished in duplicate to the LWC Project Manager via the KYTC Resident Engineer prior to time of shipment. In addition, each pipe of 30" and larger size shall be tested to 75% of its design yield strength , recorded and certified.

PIPE SUPPLIER

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

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 thickness design shall be per AWWA C150 and the class of pipe to be furnished shall be pressure class 350 for 6" – 16" pipe and pressure class 250 for 20" pipe.

JOINTS

1. Mechanical and Push-On

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

2. Restrained

When restrained joints are required, they shall be boltless push-on type. Boltless restrained joints shall be either U.S. Pipe and Foundry "TR Flex", McWane, American Ductile Iron Pipe "Flex-Ring", or approved equal. Restrained joint pipe shall be furnished with a factory welded retaining ring. **The use of field installed retaining rings such as "Gripper Rings" and "Field Lock Gaskets" will be permitted for 12" and smaller ductile iron water main only.**

Restraint for push on joint pipe shall be boltless positive locking "Locked-type" joints manufactured by the pipe and fitting manufacturer that utilize restraint independent of the joint gasket. All restrained joints shall be suitable for the specified 300 PSIG test pressure. Joints shall be fabricated of heavy section ductile iron casting. Restrained push on joints shall be by one of the following or an approved equal:

- "TR Flex" by US Pipe and Foundry
- "Lok-Ring", "Flex Ring" (positive locking style)" by the American Cast Iron Pipe Company
- "Snap Lok" by Griffin Pipe Products Company.
- "Superlok" by McWane Inc.

Gaskets shall be full face rubber, 1/8" thick SBR material. Such as American Torseal Gasket, or approved equal.

FITTINGS

- A. Pipe fittings shall be ductile iron with pressure rating of 250 psi for the 36-inch pipe. Fittings shall meet the requirements of ANSI/AWWA C110/A21.0 or AWWA C153 as applicable. Fittings shall have the same pressure rating, as a

minimum, of the connecting pipe. Fittings shall be provided with boltless restrained joints that match the pipe.

- B. Closures shall be made with mechanical joint ductile iron solid sleeves unless alternate approved coupling systems are used and shall be located in straight runs of pipe at minimum cover outside the limits of restrained joint sections. Location of closures shall be subject to approval of the LWC Project Manager.

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:

<u>Bolt Size</u>	<u>Torque Range (Foot-Pounds)</u>
0.50"	40 - 60
0.75"	60 - 90
1"	70 - 100

1.25" 90 – 120

C. Restrained Joints

1. Push-On

Assemble and install the push-on joint according to the manufacturer's recommendations. The joint shall be thoroughly cleaned and lubricated. Check the retainer ring fastener.

During "pushing home" of any style piping, timber shall be placed between the jacking device (backhoe bucket, pipe jack, etc.) and the pipe being driven home.

D. Thrust blocks shall be used at every fitting, bend, valve, etc. per detail provided on drawing. The restrained pipe is not a replacement for thrust blocks.

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:
 - 1. Gate Valves

1.02 DESCRIPTION OF SYSTEMS

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

1.03 QUALIFICATIONS

- A. The gate valves shall be Iron body, Resilient Seat Gate Valve as manufactured by United States Pipe and Foundry Company, of Birmingham, Alabam, 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

- A. 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.

1.06 TOOLS

- A. Special tools, if required for normal operation and maintenance shall be supplied with the equipment.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. General

- 1. 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.
- 3. Except as otherwise shown on the Drawings or specified herein, all valves with operators located 6 feet or more above the operating floor shall be provided with chain wheel operators complete with chain guides and galvanized steel chain.
- 4. All valves shall open Right (clockwise).

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. Buried and submerged valves shall be furnished with mechanical joints and stainless steel hardware; non-rising stem design.
- d. Exposed valves shall be furnished with Class 250 flanged ends; provide valves with outside screw and yoke. Exposed valves 16-inch and larger shall be furnished with a valve bypass.
- e. 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.
- f. Rising stem valves shall be sealed with adjustable and replaceable packing; valve design must permit packing replacement under operating system pressures with only moderate leakage.
- g. Non-rising stem valves shall use a double O-ring stem seal, except that packing shall be used where geared operators are required.
- h. 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 seat-tested, bi-directional at the rated working pressure, with a bubble tight seal. Provide certificates of testing.

- i. Flanged valves to have face-to-face dimensions per ANSI C115.
- j. All bonnet and packing gland bolts shall be zinc or cadmium electroplated steel; packing gland bolts shall have bronze nuts.

- k. All valves shall be marked per AWWA Standards, including name of manufacturer, valve size and working pressure and year of manufacture.
- l. 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.
- m. 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.
- n. Shall have the name or monogram of the manufacturer, the year the valve casting was made, the size of the valve, and the working pressure cast on the body of the valve. The valve body shall be ductile iron
- o. Subjected to a non-shock shutoff pressure of as much as 150 psi in the event of an emergency closure.
- p. 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 approved 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 (6" – 16") 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-gearred 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 no 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.

- E. 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, except, that the provision to substitute a hydrostatic test (Section 5.2.2.2) shall be disallowed. 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.

3.04 Flange Isolation Kits

Flange Isolation Kit Specification

Materials for flange isolation kits on pipes shall consist of the following components:

Isolating and Sealing Gasket

One full faced isolating and sealing gasket, LineBacker Type "E", 1/8" thick, G-10 retainer containing a precision tapered groove to accommodate the controlled compression of a Teflon (or Viton) quad-ring sealing element. Sealing element placement shall accommodate either flat, raised face or RTJ

flanges. The quad-ring seal shall be pressure energized. The G-10 retainer shall have a 550 volts/mil dielectric strength and a minimum 50,000 psi compressive strength. The full faced flange isolating gasket shall be 1/8" less in I.D. than the I.D. of the flange in which it is installed.

Full Length Bolt Isolating Sleeves

One full length G-10 sleeve (extending half way into both steel washers) for each flange bolt. The G-10 shall be a 1/32 inch thick tube with a 400 volts/mil dielectric strength and water absorption of 0.10% or less.

Washers

Two, 1/8 inch thick, G-10 isolating washers for each bolt. Their compressive strength shall be 50,000 psi, dielectric strength 550 volts/mil and water absorption of 0.10% or less. Two, 1/8 inch thick zinc plated, hot rolled steel washers for each bolt. The I.D. of all washers shall fit over the isolating sleeve and both the steel and isolating washers shall have a same I.D. and O.D.

CASING PIPE INSTALLATION

DESCRIPTION

The work to be performed under these specifications shall consist of furnishing and installing all materials and equipment and performing all labor required to install pipelines crossing under existing and proposed highways, railroads, and streets by boring, jacking, and tunneling, as specified herein. All bores will be accomplished by dry mechanical bore unless otherwise approved by the LWC Project Manager. All carrier pipes within the encasement conduit shall be restrained joint pipe of the type specified on the plans, Louisville Water Company Specifications and/or approved by the LWC Project Manager. **The carrier pipe shall be centered and restrained within the casing pipe.**

SUBMITTALS

The following items shall be submitted before delivery of casing pipe, spacers and end seals:

1. Submit manufacturer's "Certificate of Compliance" for casing pipe materials furnished.
2. Submit manufacturer's "Certificate of Compliance" for casing insulator and casing end seal materials furnished.
3. Submit welders' American Welders Society Certification.

CASING PIPE MATERIAL

- A. The material shall conform to the chemical and mechanical requirements of the latest revision of ASTM A139 "Electric-Fusion (ARC) Welded Steel Pipe (NPS 4 and over), unless otherwise stated herein.
- B. The pipe furnished shall be grade B. The steel shall be new and previously unused.
- C. Hydrostatic testing shall not be necessary.
- D. Pipe ends shall be beveled at one end (for field welding of circumferential joints) and shall be plain right angle cut at the other end. All burrs at the end of the pipe shall be removed.
- E. The wall thickness at any point shall be within 12.5% of the thickness specified in the following table:

<u>Outside Diameter</u>	<u>Nominal Metal Thickness</u>
24.00"	0.50"

- F. Circumference – The outside circumference of the pipe shall not vary more than + or – 1%, but not exceeding + or – $\frac{3}{4}$ " from the nominal outside circumference.
- G. Ovality (Out-of-Roundness) – The pipe diameter within 4.0 in. of ends, shall not vary more than 1% from the specified diameter.
- H. Straightness – The pipe shall be straight to within $\frac{1}{2}$ inch per length of pipe.
- I. All ID obstructions (bead welds, slags, etc.) shall not extend more than $\frac{3}{32}$ " from the ID face.
- J. Each length of pipe shall be legibly marked, stating: manufacturer, grade, diameter, wall thickness and primer.
- K. A protective coating shall be applied to the inside and outside of each length of pipe. Following an SSPC SP-7 "Brush-Off Blast Cleaning" surface preparation, 3.0 dry mils of Tnemac Primar 100-99 (red), or of an approved equal, shall be applied in the manner recommended by the respective paint manufacturer.

QUALITY ASSURANCE

1. ALLOWABLE TOLERANCES

Where grades or elevations are shown on the plans for the pipeline to be installed by open trench, boring, jacking, and tunneling operations, maximum deviation of plan elevation shall be 0.1 foot. The maximum deviation of alignment over the length of the bore shall be 0.1 foot.

The Contractor shall have the line and grade of the casing pipe checked after each length of casing pipe is installed.

The LWC Project Manager shall determine the corrective action to be taken for tolerances above those stated in this specification.

2. JOINTS

Comply with American Welding Society (AWS) Code of Arc and Gas Welding in Building Construction. Fully weld all joints with full penetrating weld, including joints of casing pipes laid in open trench areas.

The inside welded joint shall be smooth, non-obstructing, and conform to all specifications as required by AWS. The casing pipe shall be installed without any vertical or horizontal bends

INSTALLATION

All casing pipe shall be installed per LWC Technical Specifications and Standard Drawings for Pipeline Construction section 6.3 Boring and Tunneling and LWC Standard Drawing 1500.

STAINLESS STEEL CASING SPACERS & END SEALS

SUBMITTALS

Shop drawings and manufacturer's literature for all Contractor supplied materials shall be promptly submitted to the LWC Project Manager for approval.

CASING SPACER SUPPLIER

Casing spacers and end seals shall be manufactured by an LWC Approved vendor.

Model CCS casing spacer and Model CCES end seals manufactured by Cascade Waterworks Manufacturing; Model SSI casing spacers and Model AC Pull-on end seals manufactured by Advances Products & Systems, Inc. or an approved may be utilized.

It is the responsibility of the contractor to ensure that the casing spacers are sized appropriately for the carrier pipe.

MATERIAL SPECIFICATIONS

SHELL - minimum 14 gauge T 304 stainless steel.
All surfaces are fully chemically passivated.

RISERS - Minimum 10 ga. T-304 stainless steel, reinforced 6" and over height.

FASTENERS - 5/16-18" T 304 stainless steel

LINER - PVC - .090 thick, 85-90 durometer
(ASTM D1706-61T) - 80
Max constant operating temperature - 150F (64C)
Electrical properties - (ASTM - D149-61)
1380 V/min.

RUNNERS - Ultra high molecular weight polymer
Low coefficient of friction
High resistance to abrasion and sliding wear
Toughness under impact
Low deflection under compression
Dielectric insulation

Casing End Seals

Casing ends are to be closed by installing "casing end seals". Casing end seals are made of a neoprene rubber with stainless steel bands used to secure the casing end seal to the casing pipe and the carrier pipe.

INSTALLATION

1. Casing spacers shall provide projections around the entire circumference of the carrier pipe.
2. The carrier pipe shall be centered and restrained within the casing pipe such that the height of the risers and runners are to center the carrier pipe in the casing pipe with a minimum top clearance of three-fourths inch minimum.
3. Casing spacers shall be in segments for field assembly, without the need for special tools.
4. Spacer segments shall be fastened securely around the carrier pipe and shall be secured by means other than adhesives.
5. Pipe shall not rest on bells.



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
P.O. BOX 59
LOUISVILLE KY 40201-0059
FAX: (502) 315-6677
<http://www.irl.usace.army.mil/>
April 9, 2014

5-293

Operations Division
Regulatory Branch (South)
ID No. LRL-2014-169-pjl

Mr. Danny Peake
Kentucky Transportation Cabinet
Division of Environmental Analysis
200 Mero Street
Frankfort, Kentucky 40622

Dear Mr. Peake:

This is in response to your request for authorization to construct the Beech Grove Bypass, a 0.4-mile long road to connect KY61 (Preston Highway) with Old Ford Road in Shepherdsville, Bullitt County, Kentucky. The proposed work would impact one intermittent (0.008 acre) and two ephemeral streams (0.009 acre), and three emergent wetlands (0.082 acre) for a total of 0.099 acre of water/wetland loss. The information supplied by you was reviewed to determine whether a Department of the Army (DA) permit will be required under the provisions of Section 404 of the Clean Water Act.

Your project is considered a discharge of backfill or bedding material for a road crossing. The project is authorized under the provisions of 33 CFR 330 A Nationwide Permit (NWP) No. 14, Linear Transportation Projects, as published in the Federal Register February 21, 2012. Under the provisions of this authorization, you must comply with the enclosed Terms and General Conditions for Nationwide Permit No. 14, and the following special condition:

The permittee shall adhere to the September 6, 2012 Programmatic Indiana bat Conservation Memorandum of Agreement between KYTC, Federal Highways Administration, and the USFWS, in order to mitigate for unavoidable impacts to known maternity, summer roosting, foraging and swarming habitat for this endangered species.

You must also comply with the enclosed Water Quality Certification (WQC) Conditions for Nationwide Permit No. 14 dated March 19, 2012, issued by the Kentucky Division of Water (KDOW). Once you obtain your certification, or if no application was required, you may proceed with the project without further contact or verification from us.

This decision is valid until March 18, 2017. The enclosed Compliance Certification should be signed and returned when the project is completed. If your project is not completed by this date or if your project is modified, you must contact us for another permit determination in accordance with the rules and regulations in effect at that time. Please note that we also perform periodic inspections to ensure compliance with our permit conditions and applicable Federal laws. A copy of this letter is being sent to the KDOW (see enclosure for address).

Attached to this verification that the project is authorized by NWP No. 14 are a preliminary jurisdictional determination (JD), a Notification of Appeal Process (NAP) fact sheet, and Request for Appeal (RFA) form. However, a preliminary JD is not appealable and impacting "waters of the United States" identified in the preliminary JD will result in you waiving the right to request an approved JD at a later date. An approved JD may be requested (which may be appealed), by contacting me for further instruction.

If you have any questions, please contact this office by writing to the above address, ATTN: CELRL-OP-FS, or by calling me at 502-315-6693. All correspondence pertaining to this matter should refer to our ID No. LRL-2014-169-pjl.

Sincerely,



Pam Loeffler
Regulatory Specialist
Regulatory Branch

Enclosures

Terms for Nationwide Permit No. 14
Linear Transportation Projects

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

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

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

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

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



**US Army Corps
of Engineers.**
Louisville District

Nationwide Permit Conditions

The following General Conditions must be followed in order for any authorization by NWP to be valid:

- 1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.
- (b) Any safety lights and signals prescribed by the US Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the US.
- (c) The permittee understands and agrees that, if future operations by the US require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the US. No claim shall be made against the US on account of any such removal or alteration.
- 2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.
- 3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.
- 4. Migratory Bird Breeding Areas. Activities in waters of the US that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.
- 5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.
- 6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
- 7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.
- 8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
- 9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).
- 10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.
- 11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
- 12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high

- tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the US during periods of low-flow or no-flow.
- 13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.
- 14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.
- 15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.
- 16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, US Forest Service, US Fish and Wildlife Service).
- 17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
- 18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.
- (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.
- (c) Non-federal permittees must submit a pre-construction notification (PCN) to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the PCN must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete PCN. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from Corps.
- (d) As a result of formal or informal consultation with the USFWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

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

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

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or USEPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

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

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature: "When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

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

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

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

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

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

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

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

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

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

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

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

Compliance Certification:

Permit Number: LRL-2014-169-pjl

Name of Permittee: Kentucky Transportation Cabinet

Date of Issuance: April 9, 2014

Upon completion of the activity authorized by this permit and any mitigation required by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
CELRL-OP-FS
P.O. Box 59
Louisville, Kentucky 40201

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

ADDRESS FOR COORDINATING AGENCY

Mr. Peter Goodman
Acting Director
Kentucky Energy & Environment Cabinet
Division of Water
200 Fair Oaks, 4th Floor
Frankfort, KY 40601



ENVIRONMENTAL AND PUBLIC PROTECTION CABINET

Ernie Fletcher
Governor

Teresa J. Hill
Secretary

Capital Plaza Tower
500 Mero Street, 5th Floor
Frankfort, Kentucky 40601
Phone: (502) 564-5525
Fax: (502) 564-3354
www.eppc.ky.gov

General Certification--Nationwide Permit # 14 Linear Transportation Projects

This General Certification is effective March 19, 2007, in conformity with the requirements of Section 401 of the Clean Water Act of 1977, as amended (33 U.S.C. §1341), as well as Kentucky Statute KRS 224.16-050.

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

For all other operations, the Commonwealth of Kentucky hereby certifies under Section 401 of the Clean Water Act (CWA) that it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 5, established pursuant to Sections 301, 302, 304, 306 and 307 of the CWA, will not be violated for the activity covered under NATIONWIDE PERMIT 14, namely Linear Transportation Projects, provided that the following conditions are met:

1. This general certification shall not apply to nationwide permits issued for individual crossings that are part of a larger road segment project where the cumulative, unmitigated wetland impacts within a 14-HUC total one (1) acre or more.
2. The individual stream crossing will impact less than 300 linear feet of intermittent or perennial streams, unless excluded by condition # 3. Impacts to ephemeral streams are not limited under this general certification.
3. This general certification shall not apply to nationwide permits issued for individual crossings which meet condition # 2 but that are part of a larger road segment project where the cumulative, unmitigated intermittent and perennial stream impacts within a 14-HUC exceed 500 linear feet.
4. The activity will not occur within waters of the Commonwealth identified by the Kentucky Division of Water as Outstanding State or National Resource Waters, Cold Water Aquatic Habitat, or Exceptional Waters.

**General Certification--Nationwide Permit #14
Linear Transportation Crossings
Page Two**

5. Stream impacts covered under this nationwide permit and undertaken by those persons defined as an agricultural operation under the Agricultural Water Quality Act must be completed in compliance with the Kentucky Agricultural Water Quality Plan.
6. Projects that do not meet the conditions of this general certification require an individual Section 401 water quality certification.
7. Activities qualifying for coverage under this general water quality certification are subject to the following conditions:
 - Stream crossings shall be constructed in such a manner that does not impede the movement of aquatic organisms.
 - Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
 - In areas not riprapped or otherwise stabilized, revegetation of stream banks and riparian zones shall occur concurrently with project progression. At a minimum, revegetation will approximate pre-disturbance conditions.
 - To the maximum extent practicable, all in stream work under this certification shall be performed during low flow.
 - Heavy equipment, e.g. bulldozers, backhoes, draglines, etc., if required for this project, should not be used or operated within the stream channel. In those instances where such in stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize turbidity and disturbance to substrates and bank or riparian vegetation.
 - Any fill shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If riprap is utilized, it is to be of such weight and size that bank stress or slump conditions will not be created because of its placement.
 - If there are water supply intakes located downstream that may be affected by increased turbidity and suspended solids, the permittee shall notify the operator when work will be done.

**General Certification--Nationwide Permit #14
Linear Transportation Crossings
Page Three**

- Removal of existing riparian vegetation should be restricted to the minimum necessary for project construction.
- Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the Kentucky Division of Water shall be notified immediately by calling 800/928-2380.

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

This general certification will expire on March 19, 2012, or sooner if the USACE makes significant changes to this nationwide permit.

KyTC BMP Plan for Project PCN 5-0293.00



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

**KY 1494 Widening: Relocate a section of KY 1494
from KY 61 to Cundiff Lane (MOA with City of
Shepherdsville). (“KYD” funds not available for
total construction cost of \$2.66 million.)”)**

Project: PCN 5 – 0293.00

KyTC BMP Plan for Project PCN 5-0293.00

Project information

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

1. Owner – Kentucky Transportation Cabinet, District 5 (1)
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) (KY 1494, Shepherdsville, KY)
6. Latitude/Longitude (project mid-point) 37/58/56, 85/43/20 (1)
7. County (project mid-point) (BULLITT)
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KyTC BMP Plan for Project PCN 5-0293.00

A. Site description:

1. Nature of Construction Activity (from letting project description) GD&S – Widen and Relocate a section of KY 1494 from KY 61 to Cundiff Lane (1)
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved: 47,064 (1)
4. Estimate of total project area (acres): 9.8 (1)
5. Estimate of area to be disturbed (acres): 9.8 (1)
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.(1)
7. Data describing existing soil condition (1) & (2)

Testing indicated that natural moisture contents exceeded optimum moisture in some areas of the project. Subgrade problems may occur in some areas where the template is in a shallow fill or in a cut condition. Therefore, a minimum of one foot working platform consisting of Kentucky Coarse Aggregate # 2's, 3's or 23's wrapped with Geotextile Fabric, Type IV will be required in the areas that subgrade problems are encountered. See geotech report for further details.

8. Data describing existing discharge water quality (if any) (1) & (2)
9. Receiving water name: Unnamed Tributary to Salt River (1)

KyTC BMP Plan for Project PCN 5-0293.00

10. TMDLs and Pollutants of Concern in Receiving Waters: (1 DEA)
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.

12. Potential sources of pollutants:

The primary source of pollutants 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

KyTC BMP Plan for Project PCN 5-0293.00

engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.

3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
 - Ø 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.
 - Ø 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.
 - Ø 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.
 - Ø 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.

KyTC BMP Plan for Project PCN 5-0293.00

- Non-standard or innovative methods
- ∅ Profile and X-Section in place – The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
 - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
 - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
 - Additional Channel Lining and/or Erosion Control Blanket.
 - Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
 - Special BMP's such as Karst Policy
- ∅ Finish Work (Paving, Seeding, Protect, etc.) – A final BMP Plan will result from modifications during this phase of construction. Probably changes include:
 - Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
 - Permanent Seeding and Protection
 - Placing Sod
 - Planting trees and/or shrubs where they are included in the project
- ∅ 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 : (1)

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

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will be disposed in accordance with appropriate regulations. Notices stating these practices will be posted in the office.

3. Hazardous Waste

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

4. Spill Prevention

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

Ø **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

Ø **Hazardous Products:**

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

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

The following product-specific practices will be followed onsite:

∅ Petroleum Products:

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

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

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

∅ Fertilizers:

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

KyTC BMP Plan for Project PCN 5-0293.00

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

Ø **Spill Control Practices**

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

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- 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. (1)

KyTC BMP Plan for Project PCN 5-0293.00

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. (1)

F. Inspections

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

- Ø 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.
- Ø 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.
- Ø Inspection reports will be written, signed, dated, and kept on file.
- Ø Areas at final grade will be seeded and mulched within 14 days.
- Ø 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.
- Ø All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- Ø Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Ø Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.

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- Ø Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 70 percent of the design capacity and at the end of the job.
- Ø 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.
- Ø 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.
- Ø 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:

- Ø Water from water line flushings.
- Ø Water form cleaning concrete trucks and equipment.
- Ø Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Ø 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.

- Ø 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 include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);

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

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

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

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

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

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

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

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

- (a) General information about this project is covered in the Project information;
- (b) Activities that require a groundwater protection plan have been identified above;
- (c) Practices that will protect groundwater from pollution are addressed in section C. Other control measures.
- (d) Implementation schedule – all practices required to prevent pollution of groundwater are to be in place prior to conducting the activity;
- (e) Training is required as a part of the ground water protection plan. All employees of the contractor, sub-contractor and resident engineer personnel will be trained to understand the nature and requirements of this plan as they pertain to their job function(s). Training will be accomplished within one week of

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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.)

KyTC BMP Plan for Project PCN 5-0293.00

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 Engineer signature

Signed _____, _____
 Typed or printed name² signature

(3) Signed _____, _____
 Typed or printed name¹ 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.

KyTC BMP Plan for Project PCN 5-0293.00

Sub-Contractor Certification

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

Subcontractor

Name:
Address:
Address:

Phone:

The part of BMP plan this subcontractor is responsible to implement is:

I certify under penalty of law that I understand the terms and conditions of the general Kentucky Pollutant Discharge Elimination System permit that authorizes the storm water discharges, the BMP plan that has been developed to manage the quality of water to be discharged as a result of storm events associated with the construction site activity and management of non-storm water pollutant sources identified as part of this certification.

Signed _____ title _____, _____
Typed or printed name¹ signature

1. Sub Contractor 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.

EXHIBIT # 2

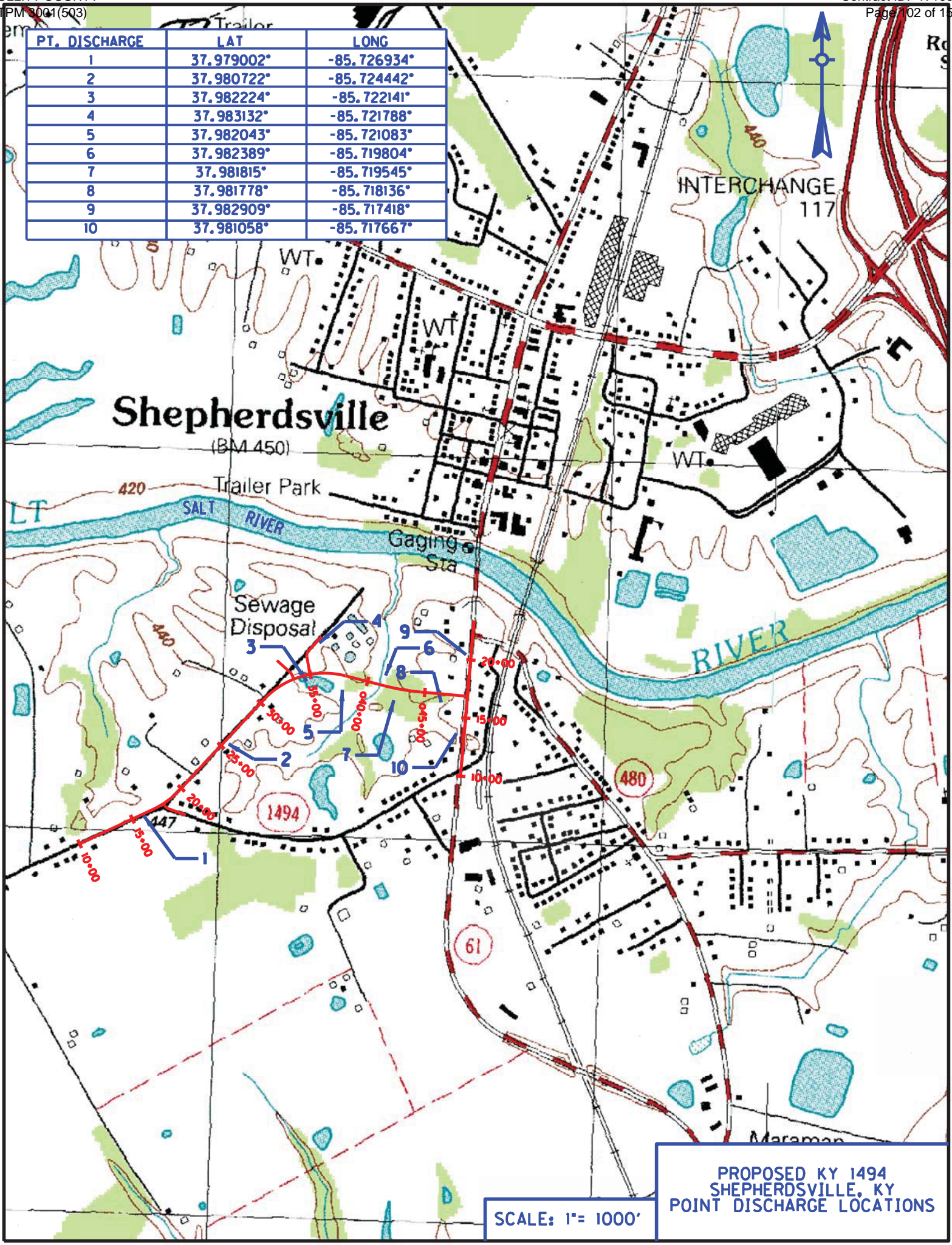
KYTC D5-0293.00

KPDES NOI for coverage of Storm Water Discharge Associated with Construction Activities
under the KPDES Storm Water General Permit KYR100000

Transaction ID:

3e36b935-d57b-4522-a61c-13661b01e755

PT. DISCHARGE	LAT	LONG
1	37.979002°	-85.726934°
2	37.980722°	-85.724442°
3	37.982224°	-85.722141°
4	37.983132°	-85.721788°
5	37.982043°	-85.721083°
6	37.982389°	-85.719804°
7	37.981815°	-85.719545°
8	37.981778°	-85.718136°
9	37.982909°	-85.717418°
10	37.981058°	-85.717667°



PROPOSED KY 1494
SHEPHERDSVILLE, KY
POINT DISCHARGE LOCATIONS

SCALE: 1" = 1000'



MATTHEW G. BEVIN
GOVERNOR

CHARLES G. SNAVELY
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WATER
300 SOWER BOULEVARD, 3RD FLOOR
FRANKFORT, KENTUCKY 40601
www.kentucky.gov

June 23, 2016

Matthew Bullock
KYTC District 5
8310 WESTPORT ROAD
LOUISVILLE, KY 402423042

Re: KYR10 Coverage Acknowledgment
KPDES No.: KYR10K628
5-0293.00 KY 1494 Widening: Relocate a section of
Permit Type: Construction
AI ID: 106352
Bullitt County, Kentucky

Dear Matthew Bullock:

The discharges associated with the Notice of Intent you submitted have been approved for coverage under the "Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Storm Water Discharges Associated with Construction Activities (KYR100000)" master general permit. Your coverage becomes effective on the date of this letter, and will automatically terminate two years from the effective date of your coverage unless an extension is requested prior to the termination date, until the KYR100000 master general permit expires on November 30, 2019, or the Division of Water revokes coverage, whichever comes first. During this period of coverage all discharges shall comply with the conditions of the KYR100000 master general permit. This permit and links to the eNOI (and permit coverage extension) and eNOT forms can be found on our website:

<http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf>.

Any questions concerning the general permit and its requirements should be directed to me at (502) 564-3410.

Construction Site GPS Coordinates: 37.981667 , -85.724444
Receiving Water: Salt River

Sincerely,

A handwritten signature in black ink that reads "Justina Riddick".

Justina Riddick
Surface Water Permits Branch
Division of Water

**KENTUCKY TRANSPORTATION CABINET
COMMUNICATION ALL PROMISES (CAP)**

Item Number
05-0293.00

County
BULLITT

Route
KY 1494

Project Manager
kytc\keith.downs

CAP #	Date of Promise	Requestor	Location of Promise:	CAP Description
1	11/18/08	PAUL DAVIS	PROJECT LIMITS	PER CATEGORICAL EXCLUSION - LEVEL 1 (CE-1), MUST RESTRICT TREE CLEARING TO OCCUR BETWEEN OCTOBER 15 AND MARCH 31 TO MINIMIZE POSSIBLE IMPACTS TO THE INDIANA BAT SUMMER HABITAT.
2	11/18/08	PAUL DAVIS	PROJECT LIMITS	PER CE-1, MUST USE BEST MANAGEMENT PRACTICES (BMPs) DURING CONSTRUCTION.
3	11/18/08	PAUL DAVIS	PROJECT LIMITS	PER CE-1, MUST CONTINUE TO FOLLOW UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT DURING RIGHT-OF-WAY ACQUISITION.
4	8/5/14	KEITH DOWNS	PROJECT LIMITS	TREE CUTTING SHALL BE RESTRICTED TO BETWEEN THE DATES OF AUGUST 16 - MARCH 31 TO AVOID POTENTIAL DIRECT EFFECT TO BATS DURING MATERNITY MONTHS. TREE CUTTING SHALL ACT IN ACCORDANCE WITH THE AGREEMENTS BETWEEN KENTUCKY TRANSPORTATION CABINET AND THE UNITED STATES FISH AND WILDLIFE SERVICE.
5	8/8/14	MARIE C. KEMPER	PARCEL 3	RETURN DRIVEWAY TO "PEBBLE STONE." IF THE TREES ARE REMOVED, GRIND THE STUMPS.
6	11/21/14	DONALD HEDGSPETH	PARCEL 7	1 - City of Shepherdsville (now KYTC) warrants the Hedgspeth's and their successors may maintain the existing storm shelter located in the easements and that it will repair any construction damage to the shelter (incurred during road or utility construction). 2 - The shelter will be marked "Do Not Disturb" on the road plans. 3 - KYTC to construct a turnaround area on North side of driveway.
7	9/22/15	MARY E. BAUGH & MARY G. KILGORE	PARCEL 11	As per agreement attached to DB 761 x PG 687; A / City of Shepherdsville to provide Mary Baugh and/or Mary Kilgore, at no additional cost to them or their heirs, successors or assigns, a single sewer tap onto the City sewer. B / City of Shepherdsville (now KYTC) to provide 2 separate access points from the newly reconstructed road fronting the property, at no cost to the property owners. C / City of Shepherdsville to provide the necessary labor and equipment to remove and store the garage contents, prior to its removal. D / Prior to the removal of the garage, the City will remove the metal shed near the garage, as directed. E / All trees and fences with the road frontage shall have salvageable lumber and logs saved and stowed at direction of landowner. All brush and stumps shall be removed with surface restored to grade, drained and grassed.

**KENTUCKY TRANSPORTATION CABINET
COMMUNICATION ALL PROMISES (CAP)**

CAP #	Date of Promise	Requestor	Location of Promise:	CAP Description
8	1/5/14	JAMES AND LOIS READING	PARCEL 12	1 - ROAD PLANS TO REFLECT ?DO NOT DISTURB? 1 STORY METAL BUILDING IN TEMP ESMT, SW OF PROPERTY ENTRANCE. 2 - ROAD PLANS TO REFLECT ?DO NOT DISTURB? CHAIN LINK FENCING IN TEMP ESMT, ALONG OLD FORD ROAD FRONTAGE. 3 - KYTC TO CONSTRUCT MAIN ENTRANCE TO PARCEL 12 TO ITS EXISTING WIDTH. 4 - KYTC TO CONSTRUCT 2ND ENTRANCE TO PARCEL 12 AT THE SOUTHEASTERN CORNER AND WORK WITH LOCAL UTILITIES TO RELOCATE FIRE HYDRANT. 5 - CITY OF SHEPHERDSVILLE TO CONSTRUCT GUARDRAIL ALONG PROPERTY FRONTAGE AFTER ROAD CONSTRUCTION.
9	9/22/15	NEW HAVEN PROPERTIES	PARCEL 14	Contact New Haven Properties (Owners of Parcels 14-20) prior to construction, so they can inform their tenants. Contact information is: New Haven LLC, 121 ? Windsor Avenue, Bardstown, KY 40004 / 502-350-0148
10	1/21/14	DONALD HEDGSPETH	PARCEL 21	Do not remove trees in front of house.
11	9/22/15	ALBERT & LINDA TINNELL	PARCEL 31	PARCEL TO RETAIN ACCESS DURING CONSTRUCTION.
12	9/22/15	TIME WARNER	PARCEL 40	1 - INSIGHT KENTUCKY PARTNERS II, L.P. TO CONTRACT FOR POLE FARM RELOCATION (FROM CITY OF SHEPHERDSVILLE R/W) TO LOCATION OF THEIR CHOOSING, AT KYTC EXPENSE (PER CITY OF SHEPHERDSVILLE/INSIGHT KENTUCKY PARTNERS II, LP AGREEMENT, AUGUST 2009). KYTC AGREES TO REIMBURSE INSIGHT KENTUCKY PARTNERS II, L.P. THE COST OF THE POLE FARM RELOCATION WITHIN THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN REQUEST FOR REIMBURSEMENT INSIGHT KENTUCKY PARTNERS II, L.P. 2 - AFTER POLE FARM RELOCATION, INSIGHT KENTUCKY PARTNERS II, L.P. TO CONTRACT FOR FENCING INSTALLATION (AT KYTC EXPENSE) ON THE NEW R/W LINE ALONG THE PROPOSED BEECH GROVE ROAD BYPASS AT KYTC EXPENSE (PER CITY OF SHEPHERDSVILLE/INSIGHT KENTUCKY PARTNERS II, LP AGREEMENT, AUGUST 2009) . FENCING TO INCLUDE A GATE FOR INGRESS/ EGRESS FROM NEW ENTRANCE. KYTC AGREES TO REIMBURSE INSIGHT KENTUCKY PARTNERS II, L.P. THE COST OF THE FENCE INSTALLATION WITHIN THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN REQUEST FOR REIMBURSEMENT INSIGHT KENTUCKY PARTNERS II, L.P. 3 - KYTC/ROAD CONTRACTOR, AT KYTC EXPENSE, TO REMOVE CONCRETE SATELLITE DISH ANCHOR POSTS FROM AREA IMMEDIATELY NORTH OF NEW ENTRANCE, AT THE TIME OF ROAD CONSTRUCTION. 4 - A ?DO NOT DISTURB? IS TO BE PLACED ON THE 1-STORY BLOCK BUILDING AND CONCRETE AC UNIT STRUCTURE LOCATED NE OF NEW ENTRANCE. 5 - KYTC, AT KYTC EXPENSE, SHALL INSTALL GUARDRAIL ALONG PROPOSED BEECH GROVE ROAD BYPASS FROM NEW ENTRANCE TO KY-61 IN LOCATION ACCEPTABLE TO INSIGHT KENTUCKY PARTNERS II, L.P.

**KENTUCKY TRANSPORTATION CABINET
COMMUNICATION ALL PROMISES (CAP)**

CAP #	Date of Promise	Requestor	Location of Promise:	CAP Description
13	1/25/17	MARY E. BAUGH & MARY G. KILGORE	PARCEL 11	THIS CAP IS TO VOID & REPLACE CAP # 7 FOR PARCEL 11 DATED 9-22-2015 - IF POSSIBLE, OWNER REQUESTS ALL TREES ALONG THE ROAD FRONTAGE HAVING SALVAGEABLE LUMBER AND LOGS BE SAVED AND STOWED ON THE PROPERTY. ALL BRUSH AND STUMPS TO BE REMOVED.
14	1/25/17	TIME WARNER	PARCEL 40	THIS CAP IS TO VOID AND REPLACE CAP # 12 FOR PARCEL 40 DATED 9-22-2015. 1-AT TIME OF ROAD CONSTRUCTION AND PRIOR TO REMOVING EXISTING FENCING, KYTC/ROAD CONTRACTOR TO CONTACT KYLE FISHER, FACILITIES COORDINATOR FOR CHARTER COMMUNICATIONS/SPECTRUM (502-817-4890). 2-KYTC/ROAD CONTRACTOR TO REMOVE CONCRETE SATELLITE DISH ANCHOR POSTS FROM AREA IMMEDIATELY NORTH OF NEW ENTRANCE, AT THE TIME OF ROAD CONSTRUCTION. 3-KYTC/ROAD CONTRACTOR TO REMOVE AND DISPOSE OF CONCRETE AND DEBRIS RESULTING FROM THE TRAINING POLE FARM RELOCATION (BY OTHERS). SEE SIGNED CONSENT & RELEASE DOCUMENT FOR ACCESS IN KYTC FILES. 4-A "DO NOT DISTURB" IS TO BE PLACED ON THE 1-STORY BLOCK BUILDING AND CONCRETE AC UNIT STRUCTURE LOCATED NE OF NEW ENTRANCE.
15	1/25/17	DEA	PROJECT LIMITS	SPECIAL NOTE For Tree Removal Bullitt County KY-1494 Widening and Relocation Item No. 5-293.00 NO CLEARING OF TREES 5 INCHES OR GREATER (DIAMETER BREST HEIGHT) FROM APRIL 1 – AUGUST 15. 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.
16	1/25/17	DEA	PROJECT LIMITS	THIS CAP IS TO VOID AND REPLACE CAPS #1, #4, AND #15 SPECIAL NOTE For Tree Removal Bullitt County KY-1494 Widening and Relocation Item No. 5-293.00 NO CLEARING OF TREES 5 INCHES OR GREATER (DIAMETER BREST HEIGHT) FROM APRIL 1 – AUGUST 15. 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.

KENTUCKY TRANSPORTATION CABINET COMMUNICATION ALL PROMISES (CAP)

CAP #	Date of Promise	Requestor	Location of Promise:	CAP Description
17	4/6/17	SPECTRUM/TIME WARNER	PARCEL 40	<p>THIS CAP IS TO VOID AND REPLACE CAP#14 FOR PARCEL 40 DATED 1/25/2017</p> <p>1 - AT TIME OF ROAD CONSTRUCTION AND PRIOR TO REMOVING EXISTING FENCING, KYTC/ROAD CONTRACTOR TO CONTACT KYLE FISHER, FACILITIES COORDINATOR FOR CHARTER COMMUNICATIONS/SPECTRUM (502-817-4890).</p> <p>2 - KYTC/ROAD CONTRACTOR TO REMOVE CONCRETE SATELLITE DISH ANCHOR POSTS FROM AREA IMMEDIATELY NORTH OF NEW ENTRANCE, AT THE TIME OF ROAD CONSTRUCTION.</p> <p>3 - A "DO NOT DISTURB" IS TO BE PLACED ON THE 1-STORY BLOCK BUILDING AND CONCRETE AC UNIT STRUCTURE LOCATED NE OF NEW ENTRANCE.</p>

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>

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

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

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

²Minimum Average Roll Values for tensile strength of sample material machine direction.

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

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

2.3 Quality Assurance Sampling, Testing, and Acceptance

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

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

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

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

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

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

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

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

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

June 15, 2012

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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

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

ATTACHMENTS

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

II. NONDISCRIMINATION

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

I. GENERAL

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

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

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

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

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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

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

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurance Required by 49 CFR 26.13(b):

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

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

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

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

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

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

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

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

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

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

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

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

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

**EMPLOYMENT REQUIREMENTS
RELATING TO
NONDISCRIMINATION OF EMPLOYEES
(APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)**

**AN ACT OF THE KENTUCKY GENERAL ASSEMBLY
TO PREVENT DISCRIMINATION IN EMPLOYMENT**

**KRS CHAPTER 344
EFFECTIVE JUNE 16, 1972**

The contract on this project, in accordance with KRS Chapter 344, provides that during the performance of this contract, the contractor agrees as follows:

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (forty and above); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age forty (40) and over. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, except that such a notice or advertisement may indicate a preference, limitation, or specification based on religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, when religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, is a bona fide occupational qualification for employment.

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age forty (40) and over, in admission to, or employment in any program established to provide apprenticeship or other training.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Revised: January 25, 2017

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.

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
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BRICKLAYER.....\$ 25.96 11.38

* BRKY0002-006 06/01/2016

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 27.01	11.38

BRKY0007-004 06/01/2016

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

	Rates	Fringes
BRICKLAYER.....	\$ 32.20	18.78

* BRKY0017-004 06/01/2016

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

	Rates	Fringes
BRICKLAYER.....	\$ 25.64	11.38

CARP0064-001 05/01/2015

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

ELEC0212-008 06/06/2016

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 27.47	17.13

ELEC0212-014 12/01/2014

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 22.75	10.08

ELEC0317-012 06/01/2016

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

Rates	Fringes
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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
ELECTRICIAN.....	\$ 30.56	16.10

ELEC0575-002 06/02/2014

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 31.70	14.21

ENGI0181-018 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 31.05	14.65
GROUP 2.....	\$ 28.28	14.65
GROUP 3.....	\$ 28.71	14.65
GROUP 4.....	\$ 27.97	14.65

OPERATING ENGINEER CLASSIFICATIONS

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

similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

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

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

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

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

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);

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)

	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.

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

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

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

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

LABO0189-008 07/01/2014

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.71	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;

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

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

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

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

LABO0189-009 07/01/2014

BRECKINRIDGE & GRAYSON COUNTIES

	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

PAIN0012-005 06/11/2005

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

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

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender and Containment Builder.....\$	20.73	9.06
Brush & Roller.....\$	23.39	9.06
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....\$	24.39	9.06

Sandblasting & Water		
Blasting.....	\$ 24.14	9.06
Spray.....	\$ 23.89	9.06

PAIN0118-004 06/01/2014

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 18.50	11.97
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 19.50	11.97

PAIN1072-003 12/01/2016

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

	Rates	Fringes
Painters:		
Bridges; Locks; Dams; Tension Towers & Energized Substations.....	\$ 32.98	16.15
Power Generating Facilities.	\$ 29.74	16.15

PLUM0248-003 06/01/2016

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 30.00	24.05

PLUM0392-007 06/01/2014

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 29.80	17.79

PLUM0502-003 08/01/2016

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

	Rates	Fringes
PLUMBER.....	\$ 32.00	20.13

SUKY2010-160 10/08/2001

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board

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

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

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END OF GENERAL DECISION

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

No laborer, workman or mechanic shall be paid at a rate less than that of a Journeyman except those classified as bona fide apprentices.

Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

The wages indicated on this wage schedule are the least permitted to be paid for the occupations indicated. When an employee works in more than one classification, the employer must record the number of hours worked in each classification at the prescribed hourly base rate.

OVERTIME:

Overtime is to be paid 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 PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN 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 Bullitt 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

PROPOSAL BID ITEMS

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Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	8,198.00	TON		\$	
0020	00020		TRAFFIC BOUND BASE	86.00	TON		\$	
0030	00190		LEVELING & WEDGING PG64-22	50.00	TON		\$	
0040	00212		CL2 ASPH BASE 1.00D PG64-22	5,371.00	TON		\$	
0050	00214		CL3 ASPH BASE 1.00D PG64-22	956.00	TON		\$	
0060	00301		CL2 ASPH SURF 0.38D PG64-22	838.00	TON		\$	
0070	00339		CL3 ASPH SURF 0.38D PG64-22	332.00	TON		\$	
0080	02101		CEM CONC ENT PAVEMENT-8 IN	647.00	SQYD		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0090	00069		CRUSHED AGGREGATE SIZE NO 3	1,680.00	TON		\$	
0100	01000		PERFORATED PIPE-4 IN	50.00	LF		\$	
0110	01010		NON-PERFORATED PIPE-4 IN	15.00	LF		\$	
0120	01028		PERF PIPE HEADWALL TY 3-4 IN	1.00	EACH		\$	
0130	01792		ADJUST MANHOLE	4.00	EACH		\$	
0140	01880		BARRIER HEADER CURB	43.00	LF		\$	
0150	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	44.00	EACH		\$	
0160	02013		BARRICADE-TYPE II	2.00	EACH		\$	
0170	02014		BARRICADE-TYPE III	8.00	EACH		\$	
0180	02091		REMOVE PAVEMENT	143.70	SQYD		\$	
0190	02159		TEMP DITCH	4,800.00	LF		\$	
0200	02223		GRANULAR EMBANKMENT	22.00	CUYD		\$	
0210	02230		EMBANKMENT IN PLACE	47,064.00	CUYD		\$	
0220	02351		GUARDRAIL-STEEL W BEAM-S FACE	3,586.80	LF		\$	
0230	02360		GUARDRAIL TERMINAL SECTION NO 1	9.00	EACH		\$	
0240	02369		GUARDRAIL END TREATMENT TYPE 2A	1.00	EACH		\$	
0250	02371		GUARDRAIL END TREATMENT TYPE 7	1.00	EACH		\$	
0260	02381		REMOVE GUARDRAIL	418.00	LF		\$	
0270	02391		GUARDRAIL END TREATMENT TYPE 4A	3.00	EACH		\$	
0280	02429		RIGHT-OF-WAY MONUMENT TYPE 1	21.00	EACH		\$	
0290	02432		WITNESS POST	5.00	EACH		\$	
0300	02483		CHANNEL LINING CLASS II	84.80	TON		\$	
0310	02484		CHANNEL LINING CLASS III	84.00	TON		\$	
0320	02545		CLEARING AND GRUBBING 8 ACRES	1.00	LS		\$	
0330	02562		TEMPORARY SIGNS	158.00	SQFT		\$	
0340	02585		EDGE KEY	131.50	LF		\$	
0350	02599		FABRIC-GEOTEXTILE TYPE IV	6,711.00	SQYD		\$	
0360	02605		REMOVE & RESET FIRE HYDRANT	1.00	EACH		\$	
0370	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0380	02696		SHOULDER RUMBLE STRIPS	5,425.00	LF		\$	
0390	02701		TEMP SILT FENCE	2,400.00	LF		\$	
0400	02703		SILT TRAP TYPE A	11.00	EACH		\$	
0410	02704		SILT TRAP TYPE B	11.00	EACH		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0420	02705		SILT TRAP TYPE C	11.00	EACH		\$	
0430	02706		CLEAN SILT TRAP TYPE A	11.00	EACH		\$	
0440	02707		CLEAN SILT TRAP TYPE B	11.00	EACH		\$	
0450	02708		CLEAN SILT TRAP TYPE C	11.00	EACH		\$	
0460	02726		STAKING	1.00	LS		\$	
0470	04820		TRENCHING AND BACKFILLING	87.00	LF		\$	
0480	05950		EROSION CONTROL BLANKET	18,500.00	SQYD		\$	
0490	05952		TEMP MULCH	38,720.00	SQYD		\$	
0500	05963		INITIAL FERTILIZER	.70	TON		\$	
0510	05964		20-10-10 FERTILIZER	1.20	TON		\$	
0520	05985		SEEDING AND PROTECTION	28,862.00	SQYD		\$	
0530	05990		SODDING	9,858.00	SQYD		\$	
0540	05992		AGRICULTURAL LIMESTONE	14.00	TON		\$	
0550	06514		PAVE STRIPING-PERM PAINT-4 IN	16,071.00	LF		\$	
0560	06568		PAVE MARKING-THERMO STOP BAR-24IN	106.00	LF		\$	
0570	06570		PAVE MARKING-PAINT CROSS-HATCH	1,391.00	SQFT		\$	
0580	06574		PAVE MARKING-THERMO CURV ARROW	10.00	EACH		\$	
0590	10020NS		FUEL ADJUSTMENT	29,497.00	DOLL	\$1.00	\$	\$29,497.00
0600	10030NS		ASPHALT ADJUSTMENT	29,560.00	DOLL	\$1.00	\$	\$29,560.00
0610	21289ED		LONGITUDINAL EDGE KEY	1,505.00	LF		\$	
0620	23274EN11F		TURF REINFORCEMENT MAT 1	1,456.00	SQYD		\$	
0630	24814EC		PIPELINE INSPECTION	1,247.00	LF		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0640	00440		ENTRANCE PIPE-15 IN	81.00	LF		\$	
0650	00441		ENTRANCE PIPE-18 IN	32.00	LF		\$	
0660	00450		ENTRANCE PIPE-15 IN EQUIV	408.00	LF		\$	
0670	00451		ENTRANCE PIPE-18 IN EQUIV	75.00	LF		\$	
0680	00461		CULVERT PIPE-15 IN	66.00	LF		\$	
0690	00462		CULVERT PIPE-18 IN	69.00	LF		\$	
0700	00464		CULVERT PIPE-24 IN	226.00	LF		\$	
0710	00472		CULVERT PIPE-60 IN	137.00	LF		\$	
0720	00492		CULVERT PIPE-24 IN EQUIV	43.00	LF		\$	
0730	00522		STORM SEWER PIPE-18 IN	114.00	LF		\$	
0740	00524		STORM SEWER PIPE-24 IN	43.00	LF		\$	
0750	01204		PIPE CULVERT HEADWALL-18 IN	1.00	EACH		\$	
0760	01208		PIPE CULVERT HEADWALL-24 IN	4.00	EACH		\$	
0770	01220		PIPE CULVERT HEADWALL-60 IN	2.00	EACH		\$	
0780	01310		REMOVE PIPE	8.00	LF		\$	
0790	01391		METAL END SECTION TY 3-18 IN	2.00	EACH		\$	
0800	01393		METAL END SECTION TY 3-24 IN	1.00	EACH		\$	
0810	01511		DROP BOX INLET TYPE 5D	1.00	EACH		\$	
0820	01643		JUNCTION BOX-24 IN	1.00	EACH		\$	
0830	01767		MANHOLE TYPE C	1.00	EACH		\$	
0840	02600		FABRIC GEOTEXTILE TY IV FOR PIPE	1,344.00	SQYD	\$2.00	\$	\$2,688.00
0850	02625		REMOVE HEADWALL	2.00	EACH		\$	
0860	22572NN		METAL END SECTION TY 3-24 IN-EQUIV	2.00	EACH		\$	

PROPOSAL BID ITEMS

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Section: 0004 - SIGNALIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0870	04792		CONDUIT-1 IN	31.00	LF		\$	
0880	04793		CONDUIT-1 1/4 IN	45.00	LF		\$	
0890	04795		CONDUIT-2 IN	44.00	LF		\$	
0900	04811		ELECTRICAL JUNCTION BOX TYPE B	3.00	EACH		\$	
0910	04820		TRENCHING AND BACKFILLING	55.00	LF		\$	
0920	04830		LOOP WIRE	1,960.00	LF		\$	
0930	04844		CABLE-NO. 14/5C	630.00	LF		\$	
0940	04850		CABLE-NO. 14/1 PAIR	960.00	LF		\$	
0950	04885		MESSENGER-10800 LB	310.00	LF		\$	
0960	04895		LOOP SAW SLOT AND FILL	755.00	LF		\$	
0970	04931		INSTALL CONTROLLER TYPE 170	1.00	EACH		\$	
0980	04932		INSTALL STEEL STRAIN POLE	4.00	EACH		\$	
0990	20188NS835		INSTALL LED SIGNAL-3 SECTION	6.00	EACH		\$	
1000	20266ES835		INSTALL LED SIGNAL- 4 SECTION	1.00	EACH		\$	
1010	23157EN		TRAFFIC SIGNAL POLE BASE	19.40	CUYD		\$	
1020	23982EC		INSTALL ANTENNA	1.00	EACH		\$	

Section: 0005 - WATERLINE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1030	14016		W ENCASMENT STEEL OPEN CUT RANGE 5	40.00	LF		\$	
1040	14021		W FIRE HYDRANT REMOVE	3.00	EACH		\$	
1050	14037		W PIPE DUCTILE IRON 08 INCH	40.00	LF		\$	
1060	14039		W PIPE DUCTILE IRON 12 INCH	1,335.00	LF		\$	
1070	14040		W PIPE DUCTILE IRON 16 INCH	1,720.00	LF		\$	
1080	14041		W PIPE DUCTILE IRON 20 INCH	55.00	LF		\$	
1090	14050		W PIPE DCTL IRON RSTRND JOINT 12 IN	50.00	LF		\$	
1100	14074		W PLUG EXISTING MAIN	7.00	EACH		\$	
1110	14095		W TIE-IN 08 INCH	2.00	EACH		\$	
1120	14097		W TIE-IN 12 INCH	3.00	EACH		\$	
1130	14098		W TIE-IN 16 INCH	2.00	EACH		\$	
1140	14099		W TIE-IN 20 INCH	1.00	EACH		\$	
1150	14106		W VALVE 08 INCH	1.00	EACH		\$	
1160	14108		W VALVE 12 INCH	5.00	EACH		\$	
1170	14109		W VALVE 16 INCH	2.00	EACH		\$	
1180	14508		W ENCASMENT STEEL OPEN CUT RANGE 5 INST	20.00	LF		\$	
1190	14510		W FIRE HYDRANT ASSEMBLY INST	4.00	EACH		\$	
1200	14567		W SERVICE RELOCATE INST	8.00	EACH		\$	
1210	14567		W SERVICE RELOCATE INST TRANSFER SERVICE, NOT RELOCATE	5.00	EACH		\$	
1220	14572		W SERVICE SPECIAL INST DISCONTINUE 3/4" LINE	1.00	EACH		\$	

Section: 0006 - DEMOBILIZATION & /OR MOBILIZATION

PROPOSAL BID ITEMS

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SECTION: 0000 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1230	02568		MOBILIZATION	1.00	LS		\$	
1240	02569		DEMOBILIZATION	1.00	LS		\$	