



**CALL NO. 105**

**CONTRACT ID. 071023**

**PERRY COUNTY**

**FED/STATE PROJECT NUMBER BRO 8291(004)**

**LETTING DATE: September 28, 2007**

Sealed Bids will be received in the Division of Construction Procurement and/or the Auditorium located on the 1<sup>st</sup> floor of the Transportation Cabinet Office Building until 10:00 AM EASTERY DAYLIGHT TIME September 28, 2007. Bids will be publicly opened and read at 10:00 AM EASTERY DAYLIGHT TIME.

**ROAD AND/OR BRIDGE PLANS**

**DBE CERTIFICATION REQUIRED**

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

(Check guaranty submitted: Cashier's Check  Certified Check  Bid Bond  )

**BID BONDS WHEN SUBMITTED WILL BE RETAINED WITH THE PROPOSAL**

DBE General Plan Included

BID

PROPOSAL ISSUED TO: \_\_\_\_\_

SPECIMEN

Address

City

State

Zip

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

CONTRACT ID - 071023

ADMINISTRATIVE DISTRICT - 10

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - PERRY

PCN - DE09704510723

BRO 8291(004)

HAZARD-CHAVIES ROAD (KY 451) REPLACE BRIDGE AND APPROACHES AT NORTH FORK KY RIVER IN  
HAZARD, A DISTANCE OF 0.23 MILES. BRIDGE WITH GRADE, DRAIN & SURFACE. SYP NO. 10-01060.  
00.

GEOGRAPHIC COORDINATES LATITUDE 37^31'00" LONGITUDE 82^39'00"

COMPLETION DATE(S):

190 WORKING DAYS

APPLIES TO ENTIRE CONTRACT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

All addenda to this proposal must be incorporated into the proposal when the bid is submitted to the Kentucky Department of Highways. Failure to use the correct and most recent bid sheet(s) may result in the bid being rejected.

### **BID SUBMITTAL**

Bidder must use the Department's Highway Bid Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. ([www.transportation.ky.gov/contract](http://www.transportation.ky.gov/contract))

The Bidder must download the bid items created from the web site to prepare a bid proposal for submission to the Department. The bidder must insert the completed bid item sheets printed from the Program into the bidder's proposal and submit with the disk created by said program.

### **JOINT VENTURE BIDDING**

Joint Venture bidding is permissible. However, both companies MUST purchase a bidding proposal. Either proposal may be submitted but must contain the company names and signatures of both parties where required. 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 is advised that the Underground Facility Damage Protection Act of 1994, became law January 1, 1995. It is the contractor's responsibility to determine the impact of the act regarding this project, and take all steps necessary to be in compliance with the provision of the act.

### **CONTRACT DBE GOAL**

The Disadvantaged Business Enterprise (DBE) goal established for this contract is 1% of the total value of the contract.

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

### **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 2004 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  
102.08 Irregular Proposals  
102.09 Proposal Guaranty

102.10 Delivery of Proposals  
102.14 Disqualification of Bidders

### **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.

### **FHWA 1273**

The requirements of Paragraph VI of FHWA 1273 does not apply to projects with a total cost of less than \$1,000,000.00.

### **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.

### **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 READ PUBLICLY. 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 on the last page of this proposal. 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**

All bidders are encouraged to submit their General DBE Participation Plan with their bid on the official form. Lowest responsive bidders whose bid packages include DBE Participation Plans may be awarded the contract at the next Awards Committee meeting provided that the DBE goal is met. 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;
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.

The apparent low bidder who does not submit a General DBE Participation Plan with the bid shall submit it within 10 calendar days after receipt of notification that they are the apparent low bidder. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Participation Plan.

Detailed DBE Participation Plan forms will be included in the Contractor Package presented to successful bidders following the awarding of the project. The Detailed DBE Participation Plan must be completed and returned to Contract Procurement in accordance with Cabinet policy. A copy of the blank estimate will be included with the Detailed DBE Participation Plan to list sequence items by PCN (Project Control Number).

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 submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal.

Prime contractors will incorporate a requirement into DBE subcontracts, including supply contracts, that DBEs must provide to the Division of Construction, a copy of all checks received from the prime contractor within seven days of receipt of payment for work performed on Cabinet projects. Checks to DBE subcontractors must include the PCN number, estimate number, and the sequence and quantity.

### **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.

3/25/2002

**Kentucky Transportation Cabinet**  
**General DBE Participation Plan \***

Letting Date: \_\_\_\_\_ Project Code Number (PCN) \_\_\_\_\_ Designated DBE Goal % \_\_\_\_\_ Project Number: \_\_\_\_\_

Prime Contractor \_\_\_\_\_ DBE Company Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Federal Tax ID \_\_\_\_\_

Type of DBE Work: (all applicable) \_\_\_\_\_ Supplier \_\_\_\_\_ Subcontractor \_\_\_\_\_ Manufacturer \_\_\_\_\_  
 \_\_\_\_\_ Engineering \_\_\_\_\_ Other \_\_\_\_\_

Itemized work to be performed by DBE Company:

Supplier 60% Y/N	Item Number	Description of Participation	Unit of Measure	Quantity to be Performed by DBE	DBE Unit Price **	Dollar Amount (based on DBE
				Total This DBE		
				Total Bid		
				% Credited toward Goal, this DBE		

\*\* Note: 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

Prime Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 DBE Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*This form must be completed for each DBE participant**

### **TRAINEES**

In Compliance with the "TRAINING SPECIAL PROVISION" included in Part III of the Proposal, the Contractor will be required to employ 1 trainee(s) (IRON WORKER) for this contract.

### **ASPHALT MIXTURE**

The rate of application for all asphalt mixtures shall be estimated at 110 lbs/sy per inch of depth, unless otherwise noted.

### **DGA BASE**

The rate of application for DGA Base shall be estimated at 115 lbs/sy per inch of depth.

### **INCIDENTAL SURFACING**

The quantities established in the proposal include estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, and road and street approaches. These items are to be paved to the limits as shown on Standard Drawing RPM 110 or to the limits as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, the paving of the crossroads shall be to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. These areas are to be surfaced or resurfaced as directed by the Engineer and no direct payment will be allowed for placing and compacting.

### **FUEL AND ASPHALT PAY ADJUSTMENT**

These contract items Lot Pay Adjustment, Asphalt Adjustment and Fuel Adjustment, are for possible future payments. Additional monies may need to be setup with an additional change order if existing contract amount is insufficient to pay all items on the contract. Unit price is \$1.00. Quantity will be actual adjustment after work is completed.

### **OPTION A**

The Contractor is advised that the compaction of asphalt mixtures furnished for driving lanes and ramps, at 25mm (1 inch) or greater, on this project will be accepted according to OPTION A in accordance with Section 402 and Section 403 of the *2004 Standard Specification*. Joint cores as described in subsection 402.03.02 are required for surface mixtures only. The compaction of all other asphalt mixtures will be accepted by OPTION B.

ADDITIONAL NOTES for  
"LIGHTING ATTACHMENTS ON BRIDGE"  
PERRY COUNTY  
KY 451 OVER NORTH FORK OF KENTUCKY RIVER

I. GENERAL DESCRIPTION

This project requires installation of lighting on the bridge. The purpose of these notes is to provide additional information and details for attaching lights and conduit to the bridge.

II. SPECIFICATIONS, NOTES, AND DRAWINGS

The specifications applicable to this work are noted in the structure design plans and the roadway lighting plans.

III. MATERIALS

Use materials which conform to the standard specifications. The materials must be compatible with the bridge structural steel and accept any applied shop or field coatings.

IV. CONSTRUCTION

The Lighting Contractor shall submit his lighting plan to the structural steel fabricator for incorporation of details in the shop drawings.

Show all required holes in structural members on the shop drawings for the structural steel.

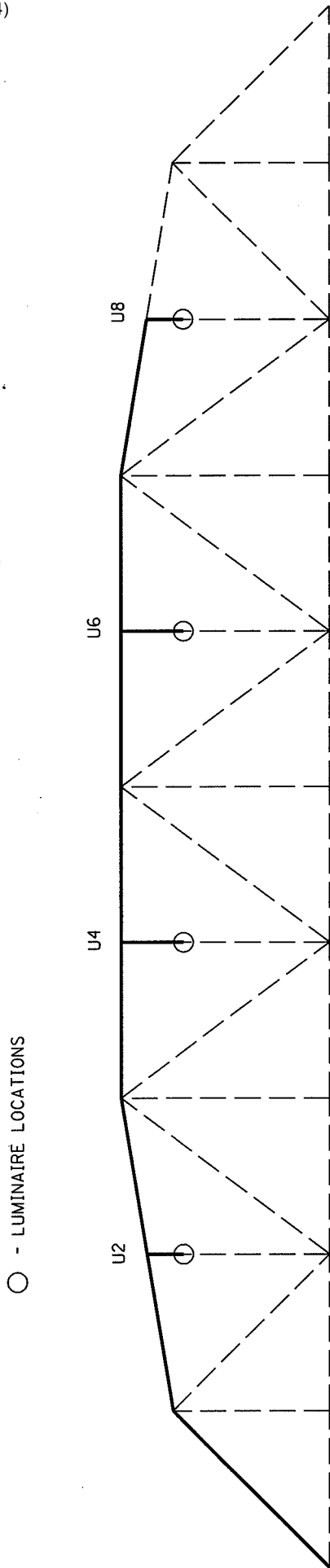
Submit any proposed changes, by either fabricator or supplier, to the Department thru the Contractor.

Field drilling in primary structural members is prohibited without permission from the Division of Structural Design.

V. METHOD OF PAYMENT

Unless otherwise noted, the cost of the clip angle hangers, junction boxes, and luminaire attachment brackets is incidental to the lump sum bid for Structural Steel.



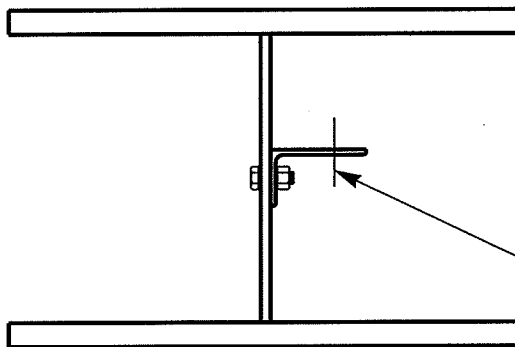


○ - LUMINAIRE LOCATIONS

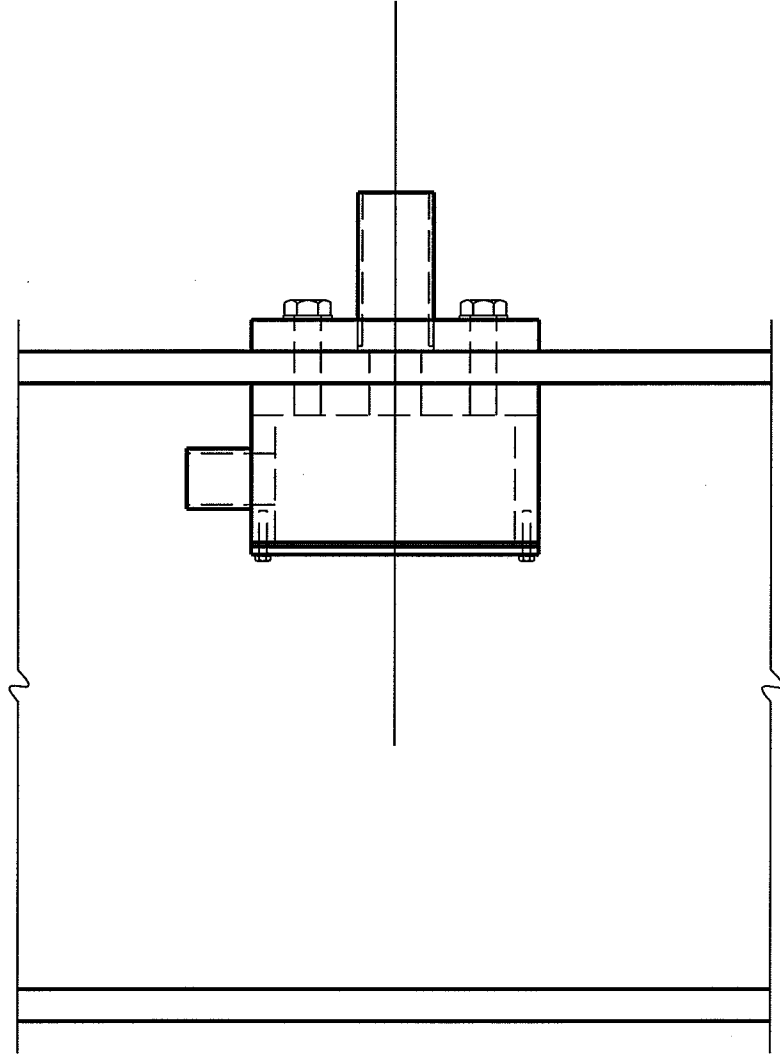
BOLD LINES REPRESENT MEMBERS REQUIRING CONDUIT SUPPORT.  
(NORTH TRUSS ONLY) REFER TO LIGHTING PLANS.

### BRIDGE ELEVATION DIAGRAM

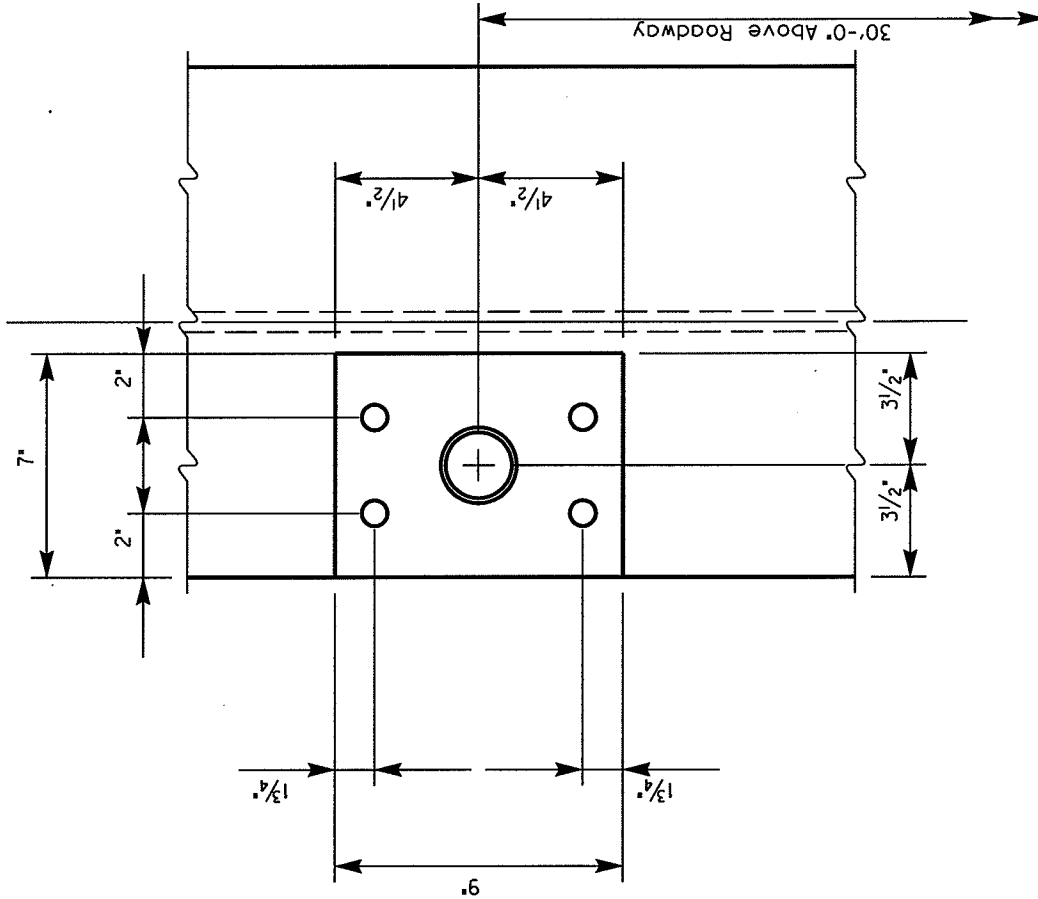
PROVIDE CLIP ANGLES  $3/2" \times 6" \times 5/16"$  (ATTACH WITH  $3/4"$  H.S. BOLTS) FOR CONDUIT SUPPORT. SPACE CLIP ANGLES AT 4'-0" SPACING. DECREASE SPACING AT JUNCTION POINTS (AT U2, U4, U6, AND U8) WHEN USING A T BOX.



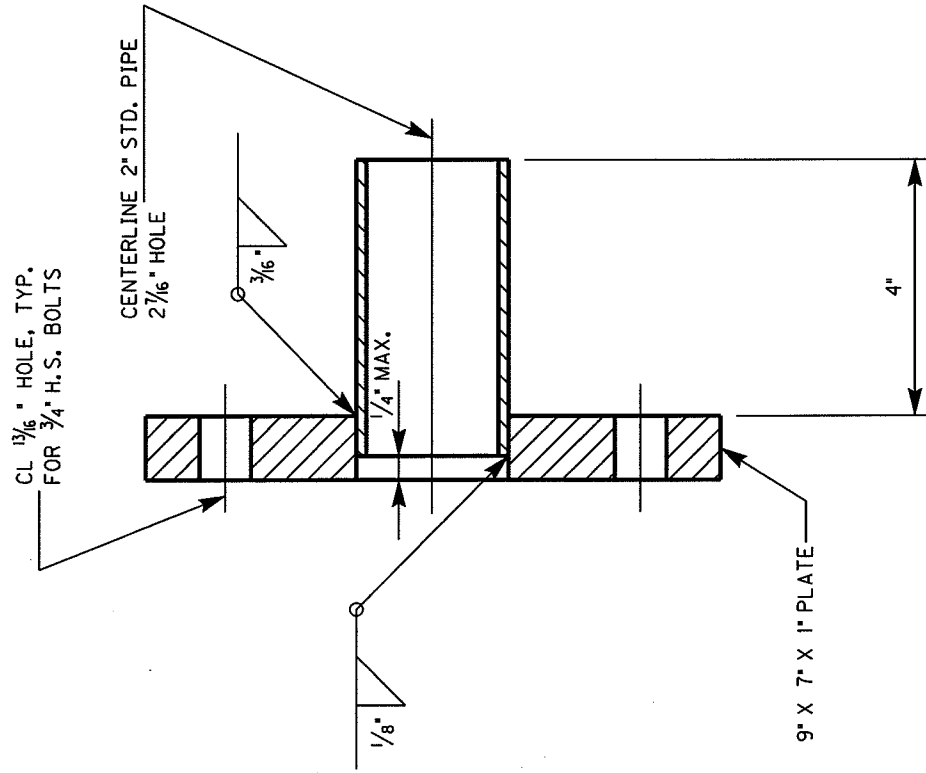
HOLE SIZE FOR CONDUIT CLAMP DETERMINED BY LIGHTING CONTRACTOR.



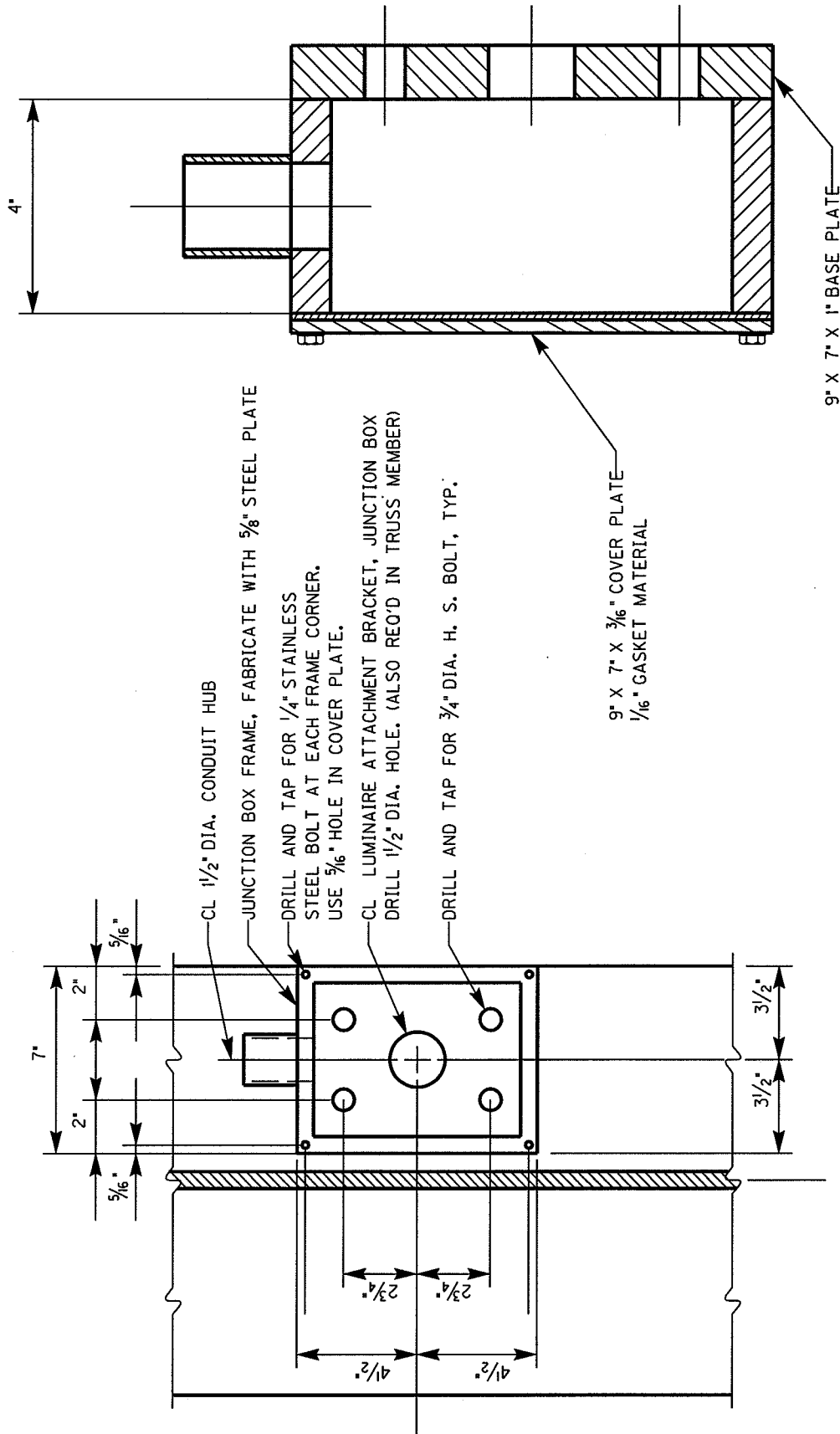
LUMINAIRE ATTACHMENT BRACKET AND JUNCTION BOX



LUMINAIRE ATTACHMENT BRACKET



SECTION THRU BRACKET



LUMINAIRE JUNCTION BOX

COVER PLATE REMOVED

SECTION THRU JUNCTION BOX

CL 1/2" DIA. CONDUIT HUB  
 JUNCTION BOX FRAME, FABRICATE WITH 5/8" STEEL PLATE  
 DRILL AND TAP FOR 1/4" STAINLESS  
 STEEL BOLT AT EACH FRAME CORNER.  
 USE 5/16" HOLE IN COVER PLATE.  
 CL LUMINAIRE ATTACHMENT BRACKET, JUNCTION BOX  
 DRILL 1/2" DIA. HOLE. (ALSO REQ'D IN TRUSS MEMBER)  
 DRILL AND TAP FOR 3/4" DIA. H. S. BOLT, TYP.

9" X 7" X 3/16" COVER PLATE  
 1/16" GASKET MATERIAL

9" X 7" X 1" BASE PLATE

### **SPECIAL NOTE FOR PROJECT IDENTIFICATION SIGNS**

When directed by the Engineer, install Project Identification Signs furnished by the Department at each end of the project. The signs furnished by the Department will be approximately 44" X 72" or 72" X 120" aluminum sign blanks with standard color reflective sheeting with the applicable county and project names affixed. The Engineer will determine the size and location of the signs, if any, to be used on the project(s) at the time of construction.

Pick up the signs to be furnished by the Department at the District Traffic Operations Facility. Furnish posts and hardware for mounting the signs. Install the signs at locations determined by the Engineer. Maintain the signs during the duration of the project. Upon completion of the work, remove the signs and return them to District Traffic Operations Facility. Retain possession of the posts and hardware.

The Department will measure installation of the Project Identification Signs in individual units, Each. Payment at the contract unit price Each shall be full compensation for all labor, materials, equipment, and incidentals required for picking up, installing, maintaining, and returning the project identification signs furnished by the Department.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
20588NC	Install Project Identification Signs	Each

## **SPECIAL PROVISION FOR WASTE AND BORROW SITES**

The contractor is advised that it is their responsibility to gain U.S. Army Corp of Engineer's approval before utilizing a waste or borrow site that involves "Waters of the United States". "Waters of the United States" are defined as perennial or intermittent streams, ponds or wetlands. Ephemeral streams are also considered jurisdictional waters, and are typically dry except during rainfall, but have a defined drainage channel. Questions concerning any potential impacts to "Waters..." should be brought to the attention of the appropriate District Office for the Corps of Engineers for a determination, prior to disturbance. Any fees associated with obtaining approval from the U.S. Army Corp of Engineer or other appropriate regulatory agencies for waste and borrow sites is the responsibility of the contractor.



500 Water Street, SC J180  
Jacksonville, FL 32202-4423  
(904) 633-1521  
FAX: (904) 633-3450  
E-Mail: Nancy\_Reynolds@csx.com

May 9, 2006

Agreement No. CSX-055573

Mr. Paul Feltner  
City Manager  
City of Hazard, Kentucky  
700 Main Street  
Hazard, KY 41701

Re: Installation of pipeline(s) in Hazard, Kentucky.

Dear Mr. Feltner:

Attached is your fully-executed original of Agreement No. CSX-055573, dated April 5, 2006.

This Agreement(s) supersedes existing agreement(s) dated December 15, 1977, Contract No. LN-063964, between CSX Transportation, Inc., or its predecessor in title, and City of Hazard, Kentucky, or its predecessor in title.

In accordance with this Agreement, Licensee is responsible for paying the actual cost of CSXT flagging and/or support services, including all applicable surcharges (collectively "Fees").

**No work is to be performed on CSXT property without Roadmaster's authorization.**

It is your responsibility to schedule any work on CSXT property with CSXT Roadmaster by following these steps:

1. Submit the completed Flagging Request Form (attached) by fax to (904) 359-7665 at least thirty (30) days in advance of the date you desire to commence the project.
2. An Outside Party Number (OP Number) will be assigned by CSXT and provided to the Project Contact listed on the form.
3. Fax the completed Flagging Form including the OP Number to the CSXT Roadmaster at the fax number provided on the Flagging Form.  
**NOTE: A Flagging Form will not be accepted without an OP Number.**
4. Arrange necessary signal locates by contacting the local CSXT Manager Signals at the phone number provided on the completed Flagging Form.

CSX-055573

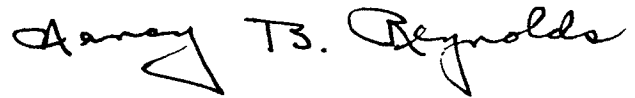
- 2 -

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5. If no response is received after one week of faxing notification to the CSXT Roadmaster, follow up by calling the Roadmaster's office (ideally between the hours of 6:30 AM and 8:30AM) at the telephone number provided on the completed Flagging Form.

This agreement, and your right to an encroachment, will expire on April 4, 2031. Please make a note of this date. If you require to utilize CSXT property beyond that date, it is your responsibility to contact us, at least 30 days prior to expiration of the agreement.

Very truly yours,



Nancy B. Reynolds

Attachment

For current or future requests, download the most current application packages for pipes, wires, etc... at  
[http://www.csx.com/?fuseaction=general.csexp\\_lease](http://www.csx.com/?fuseaction=general.csexp_lease)

For CSXT Valuation/Property Map requests, please visit [http://www.csx.com/?fuseaction=general.csexp\\_map](http://www.csx.com/?fuseaction=general.csexp_map)





# FLAGGING REQUEST FORM

To Obtain Outside Party Number Submit Completed Form by FAX to: (904) 359-7665  
Or by mail to: Property Services – Flagging Project, 500 Water St, J180, Jacksonville, FL 32202

**\*\*OUTSIDE PARTY (OP) NUMBER:**  
*\*\*To Be Completed by CSXT*

CSXT Agreement Number: CSX-055573 Dated: April 5, 2006

Licensee Name: CITY OF HAZARD, KENTUCKY

Licensee's Ref. Number: \_\_\_\_\_  
City: Hazard County: Perry State: Kentucky  
Railroad Milepost: 0VB-242.55 Division: C&O Subdivision: Eastern Kentucky  
Project Description: Installation of natural gas pipeline.

\*\*\*\*\*All information must be TYPED or CLEARLY PRINTED.\*\*\*\*\*

DATE OF REQUEST: \_\_\_\_\_ REQUESTED START DATE: \_\_\_\_\_

Billing Information: *Please provide the Current Billing Information*

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Project Contact Information: *Provide Current Project Contact Information if different from Billing Information*

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Outside Party Number Should be Provided via: (Check One)  Phone  Fax  Email

1. An Outside Party (OP) Number will be assigned by CSXT and provided to the Project Contact listed on the form.
2. FAX the completed Flagging Form including the OP Number to the CSXT Roadmaster at the fax number provided.  
**NOTE: Roadmaster will not accept Flagging Form without an OP Number.**
3. Arrange necessary signal locates by contacting the local CSXT Manager Signals at the numbers provided.
4. If no response is received after one week of faxing notification to the CSXT Roadmaster, follow up by calling the Roadmaster's office at the number provided (ideally between the hours of 6:30 AM and 8:30 AM).  
-----Any questions about the form should be directed to 904-359-3404.-----

CSXT Contact Information: *To be Completed by CSXT*

ROADMASTER: \_\_\_\_\_ FAX: (606) 666-5718 Phone: (606) 666-4607

SIGNAL MGR: \_\_\_\_\_ FAX: \_\_\_\_\_ Phone: \_\_\_\_\_

FOR RAILROAD USE ONLY – TO BE COMPLETED BY SIGNAL DEPT: FAX TO (904) 359-7665

Signal Locate Required (circle one): Y or N Signal Locate Complete (circle one): Y or N

Employee Name: \_\_\_\_\_ Vehicle: Y or N Vehicle ID #: \_\_\_\_\_

CSX ID Number: \_\_\_\_\_ Date(s) of Work: \_\_\_\_\_ Expense Acct: Y or N

FOR RAILROAD USE ONLY – TO BE COMPLETED BY FLAGMAN: FAX TO (904) 359-7665

Employee Name: \_\_\_\_\_ CSX ID Number: \_\_\_\_\_

Date Work Performed: \_\_\_\_\_ On Duty Time: \_\_\_\_\_ Off Duty Time: \_\_\_\_\_

Is Project Complete? Y or N If YES indicate date Completed: \_\_\_\_\_

Expense Account: Y or N Vehicle: Y or N Vehicle ID #: \_\_\_\_\_

Contractor's Signature \_\_\_\_\_ Printed Name/Title: \_\_\_\_\_

Flagman's Signature \_\_\_\_\_ Printed Name/Title: \_\_\_\_\_

## PIPELINE CROSSING AGREEMENT

THIS AGREEMENT, Made and effective as of April 5, 2006, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF HAZARD, KENTUCKY, a municipal corporation, political subdivision or state agency, under the laws of the Commonwealth of Kentucky, whose mailing address is 700 Main Street, Hazard, Kentucky 41701, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct, use and maintain pipeline crossings, hereinafter called "Pipeline," under or across property owned or controlled by Licensor at or near Hazard, County of Perry, Commonwealth of Kentucky, Eastern Kentucky Subdivision, listed below, hereinafter collectively called the "Crossing," as shown on print of Drawing(s) attached hereto and made a part hereof; other details and data pertaining to said Pipeline being as indicated on Applications Form(s), also attached hereto and made a part hereof;

- 1 Existing Facility – a 1.66 inch (outside diameter) pipeline solely for the transmission of natural gas located at Valuation Station 7275+58, Milepost 0VB-242.55;
- 2 New Installation – a 3.5 inch (outside diameter) pipeline solely for the transmission of natural gas located at Valuation Station 7271+79, Milepost 0VB-242.48.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

### 1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Crossing for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change said Pipeline at the Crossing above for the term herein stated, and to remove same upon termination.

1.2 The term Pipeline, as used herein, shall include only the pipes, ducts, casing, vents, manholes, connectors, fixtures, appliances and ancillary facilities devoted exclusively to the transmission usage above within the Crossing, and as shown on attached Application Form.

1.3 No additional pipeline or other facilities shall be placed, allowed or maintained by Licensee in, upon or along the Crossing except upon separate prior written consent of Licensor.

**2. LICENSE FEE; TERM:**

2.1 In lieu of annual payments and in consideration of Licensor's waiver of future fee increases, Licensee shall pay Licensor a one-time nonrefundable License Fee of EIGHT THOUSAND AND 00/100 U.S. DOLLARS (\$8,000.00) upon execution of this Agreement. Licensee agrees that the License Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Pipeline or Crossing.

2.3 This Agreement shall terminate (1) April 4, 2031, or (2) as herein provided, but shall also terminate upon (a) Licensee's cessation of use of the Pipeline or Crossing for the purpose(s) above, (b) removal of the Pipeline, (c) subsequent mutual consent, and/or (d) failure of Licensee to complete installation within 5 (five) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Pipeline and appurtenances, and/or maintenance thereof, or for any public works project of which said Pipeline is a part.

**3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove said Pipeline, in a prudent, workmanlike manner, using quality materials and complying with: any applicable standard(s) or regulation(s) of Licensor (A.R.E.M.A. Specifications) and Licensee's particular industry, and/or any governmental or regulatory body having jurisdiction over the Crossing or Pipeline.

3.2 Location and construction of Pipeline shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor, and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All Licensee's work and exercise of rights hereunder shall be undertaken at time(s) satisfactory to Licensor and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Pipeline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to Pipeline, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Pipeline, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Crossing shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to Pipeline.

#### 4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Crossing for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (20 CFR 1926.651(b), et al.), and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

**5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) Support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) Backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) Either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner as Licensor may approve.

5.2 After construction or maintenance of Pipeline, Licensee shall:

- (A) Restore said track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of Pipeline or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Crossing area for a period of three (3) years after completion of installation.

**6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's right-of-way and property necessitate any change of location, height or depth of Pipeline or Crossing, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in Pipeline or Crossing to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

**7. PIPE CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of Pipeline and Crossing in relation to the existing tracks and facilities, and shall relocate Pipeline or change Crossing, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of this Agreement or of any public authority.

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7.2 If Licensee undertakes to revise, renew, relocate or change all or any part of Pipeline (including any change in circumference, diameter or radius of pipe or carrier pipe, change in operating pressure, or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before any such change is made. After approval the terms and conditions of this Agreement shall apply thereto.

## 8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Pipeline/Crossing herein permitted may not presently interfere with Licensor's railroad operations or facilities, in the event that the operation, existence or maintenance of said Pipeline, in the sole judgment of Licensor, causes: (a) interference (physical, magnetic or otherwise) with Licensor's communication, signal or other wires, powerlines, train control system, or facilities; or (b) interference in any manner with the operation, maintenance or use of the right-of-way, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly take such remedial action or make such changes in its Pipeline as may be required in the reasonable judgment of Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so, at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect Licensee's Pipeline, Licensor hereby reserves the right to inspect same and to require Licensee to undertake necessary repairs, maintenance or adjustments to Pipeline, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

## 9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 Licensee hereby assumes, and, to the fullest extent permitted by State law (Constitutional or Statutory, as amended), shall defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, presence, existence, repair, maintenance, replacement, operations, use or removal of Pipeline or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of pipeline, wherein agents, equipment or personnel of Licensee are on the railroad right-of-way, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's right-of-way involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or Pipeline in, on, over or under the Occupancy, including loss of or any interference with use thereof, regardless of cause, including electrical field creation, fire or derailment arising out of rail operations. For this Section, the term "Licensee's Property" shall include pipe contents as well as property of third parties situated or placed upon Licensor's right-of-way by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Crossing area, arising from or in connection with the use of this Crossing or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through said Pipeline; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Pipeline leakage.

9.4 Obligations of Licensee hereunder to defend, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the right-of-way on which the Crossing is located, and their respective officers, agents and employees.

9.5 If a claim is made or action is brought against either party, for which the other party may be responsible hereunder, in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such claim or action.

## 10. INSURANCE:

10.1 Prior to commencement of surveys, construction or occupation of Crossing pursuant to this Agreement, Licensee shall procure, and shall maintain during the continuance of this Agreement, at Licensee's sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor, and/or its designee, as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than THREE MILLION AND 00/100 U.S. DOLLARS (\$3,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code C907 at the address listed above.

10.2 If said CGL policy does not automatically cover Licensee's contractual liability during periods of survey, construction, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

10.5 In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Crossing, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

## 11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee, or any contractor of Licensee, to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor (CSXT Form 7422).

11.2 If Licensor deems it advisable, during the progress of any construction, maintenance, repair, renewal, alteration, change or removal of said Pipeline, to place watchmen, flagmen, inspectors or supervisors at the Crossing for protection of operations of Licensor or others on Licensor's right-of-way, and to keep persons, equipment and materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

## 12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or pipe changes shall also be paid by Licensee.



12.2 Licensor's expense for wages ("force account" work) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor, subject to Licensee's budgetary rules. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all materials used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate(s). Licensor may, at its discretion, require advance deposit for estimated costs and expenses associated herein.

### 13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of license fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

### 14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of: (a) revocation, (b) termination, (c) subsequent agreement, or (d) Licensee's removal of Pipeline from the Crossing. However, neither revocation nor termination of this Agreement shall affect any claims and liabilities which may have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove Pipeline from the right-of-way of Licensor, unless the parties hereto agree otherwise, (b) restore property of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

### 15. NOTICE:

15.1 Licensee shall give Licensor's Division Engineer (C & O Division, 935 7th Avenue, Huntington, WV 25701-2313) at least thirty (30) days written notice before doing any work on Licensor's right-of-way, except that in cases of emergency shorter notice may be given to said Division Engineer. The rail operations emergency phone number for Licensor is: 1-800-232-0144. The emergency phone number for Licensee is: (606) 438-1498.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Administration, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered effective upon: (a) actual receipt, or (b) date of refusal of such delivery.

**16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Crossing, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

**17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Right-of-Way in the Crossing occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Right-of-Way in the Crossing, and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others therein.

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17.2 The term "license," as used herein, shall mean with regard to any portion of the Right-of-Way which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Crossing is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Right-of-Way occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Right-of-Way. Licensee further acknowledges that it does not have the right to occupy any portion of the Right-of-Way held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Right-of-Way that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensee's facilities placement, or the presence of Licensee's facilities in, on, or along the Crossing, including claims for punitive or special damages.

17.5 Licensee shall not at any time own, or claim any right, title or interest in or to Licensor's property occupied by the Crossings, nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in License, to said property other than the license herein created.

## 18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person:

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

CSXT Form 2037G - Page 11  
Revised November, 2005 ø  
Agreement No. CSX-055573

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Pipeline and Crossing are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

**19. TERMINATION OF PRIOR AGREEMENT(S):**

This Agreement supersedes existing agreement dated December 15, 1977, Contract No. LN-063964, between CSX Transportation, Inc., or its predecessor in title, and City of Hazard, Kentucky, or its predecessor in title, covering the premises described herein, which agreement is terminated and superseded by the execution hereof.

CSXT Form 2037G - Page 12  
Revised November, 2005 ø  
Agreement No. CSX-055573

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate  
(each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

Nancy B. Reynolds

CSX TRANSPORTATION, INC.

By: Mark A. Gennette

Print/Type Name: Mark A. Gennette  
Director

Print/Type Title: Contract Management

Witness for Licensee:

Paul Feltner

CITY OF HAZARD, KENTUCKY

By: Paul Feltner

Who, by the execution hereof, affirms that he/she  
has the authority to do so and to bind the Licensee  
to the terms and conditions of this Agreement.

Print/Type Name: Paul Feltner

Print/Type Title: city manager

Tax ID No. 61-600-1839

Authority under Ordinance or  
Resolution No. \_\_\_\_\_  
dated \_\_\_\_\_.



APPLICATION FOR PIPELINE CROSSING OR PARALLELING  
PROPERTIES AND TRACK

Submit one original and one copy of both the application and drawing along with a \$750.00 nonrefundable Application Fee to CSX Transportation, Property Services J180, 500 Water Street, Jacksonville, FL 32202.

FEB 13 2006

Application and plans must be approved and written authority received from the Railroad before construction is begun. Your proposal and construction must be in accordance with CSXT's Specifications and any current governing laws or regulations. Note: Specifications furnished in the Application Package are to be used as a guideline only. CSXT reserves the right to approve or decline any application.

**PLEASE SIGN BEFORE COMPLETING:**

Agreement No.: CSX-055573

I affirm the information I am furnishing in this application will comply with the current CSX Standards, governing laws or regulations, and accurately reflects the proposed construction plans:

Signature: Paul Feltner

Application Date: 2/7/06

**Project Owner Information:**

Check here if agreement should be mailed to this address

1. Complete Legal Name of applicant as it would appear in a legal document (inaccurate information will delay your request): CITY OF HAZARD, KENTUCKY

2. Company Contact Name: Paul Feltner  
Title: City Manager

3. Telephone: (606) 436-3171 Fax: (606) 436-3252 E-Mail: \_\_\_\_\_

4. Company Emergency Contact Number (in case of derailment, pipe failure, etc.): (606) 438-1498  
Street Address: 700 Main St. City: Hazard State: KY Zip: 41701

5. Type of business:  
 Corporation (State of incorporation \_\_\_\_\_)  
 Partnership (Type and State of Partnership \_\_\_\_\_)  
 Individual  Developer  Municipality  Other \_\_\_\_\_

**Engineer/Consultant Information:**

Check here if agreement should be mailed to this address

6. Company Name: H. A. SPALDING ENGINEERS, Inc.

7. Company Contact Name: Hank A. Spaulding Title: President

8. Telephone: (606) 436-2151 Fax: (606) 436-2991 E-Mail: hank.spaulding@haspaldingengineers.com

9. Street Address: 651 Skyline Drive City: Hazard State: KY Zip: 41701

**Project Information:**

(Note: Metric Information will NOT be accepted.)

10. Is this installation:  New  Revision to existing  Attachment to existing  Upgrade to existing

11. If not a new installation, furnish existing Agreement Number: LN-063964

12. If this installation is to be a supplement to your master (general) agreement, furnish: Agreement Number: \_\_\_\_\_ Date: \_\_\_\_\_

13. Your Reference Number: Encroachment #1

14. Work to be performed by:  
 Applicant's employees  Contractor  
Is Applicant an Aegis member?  Yes  No

15. Town Location: Hazard Contractor Name: Project will be bid at a later date.  
County: Perry State/Province: KY

\* NEW INSTALLATION

MS  
4/5/06

Project Information Cont'd:

16. Product to be Conveyed: Natural Gas Flammable:  Yes  No  
Temperature: 70°

17. Maximum Working Pressure: 50 psi Field Test Pressure: 150 psi Type Test: Air Inert Gas

18. Location of Shut-Off Valves: See attached plan

19. Number:  Manholes 0  Other (describe) Vent  
to be located within Railroad corridor. Manholes shall be flush with top of ground and dimensions of ancillary structures are required on drawing.

20. Distance from manholes/other to nearest track: Vent 48' 55.86' MA AS MAY

21. Angle of Crossing: 87° 64°

22. PIPE SPECIFICATIONS: MA Number of Tracks to be crossed: 2

	CARRIER PIPE:	CASING PIPE:
Material	<u>Polyethylene</u>	<u>Steel</u>
Material Specifications & Grade	<u>ASTM D1248 &amp; D3350</u>	<u>ASTM A-36</u>
Minimum Yield Strength of Material PSI	<u>3200</u>	<u>36,000</u>
Inside Diameter	<u>2.864"</u>	<u>8"</u>
Wall Thickness	<u>0.318" Min.</u>	<u>0.322"</u>
Outside Diameter	<u>3.5"</u>	<u>8.64"</u>
Type of Seam	<u>Seamless</u>	<u>Seamless or ERW</u>
Kind of Joints	<u>Butt Fusion</u>	<u>Welded</u>
Total Length Within Railroad R/W	<u>229' 186'</u>	<u>262' 186'</u> <u>MA</u>
Tunneling (Liner Plates)		

Note: Attach manufacturer's shop detail and computations that include plate thickness and gage. MA

Vents: Number 1 Size 2" Height above ground 5'

Seals:  One End  Both Ends

Bury depth: Base of rail to top of casing: 5 feet 7 inches MA  
Not beneath tracks: 3 feet 0 inches  
(Below ditches) 3 feet, 0 inches

Cathodic Protection:  Yes  No Protective Coating:  Yes (Kind) XX No

23. Method of installation: Bore & Jack (Note: Directional boring is prohibited. See specs)

24. Location of boring pits from adjacent track @ 90°: Launching Pit: 4789 ft., Receiving Pit: 255.86 ft.

25. Temporary track support or rripping required?  Yes  No (Describe and Detail on Drawing) MA

26. Wires, poles, obstructions to be relocated?  Yes  No (Describe and Detail on Drawing) MA

27. Is this both a Crossing and Parallelism?  Yes  No

28. Crossing location: 2,558-2,501 feet SE (direction) from Railroad Milepost: Lou 242

If known: Valuation Station: OVB Lou 242, 498 Valuation Map Number: V82/69

If known: Latitude/Longitude: \_\_\_\_\_

If known: Street Address of Crossing/Parallelism: \_\_\_\_\_

29. Parallelism location: Beginning: 2474 feet SE (direction) from RR Milepost: Lou 242  
and Ending: 2,558 feet SE (direction) from RR Milepost: Lou 242

30. Total length on Railroad R/W: 229' 186' Length Crossing: 229' 186' Length Paralleling: 90' MA

31. Will line be entirely within a public road R/W?  Yes  No DOT/AAR Crossing No.: N/A MA

\*\* If you answered yes, road name, number, and width of public right-of-way are required on drawing

32. a) Will this occupancy connect to an existing facility within Railroad corridor?  Yes  No MA  
b) If Yes, name facility owner(s): City of Hazard, Kentucky N/A MA

Railroad Use Only:

CSX-055573

Division APPALACHIAN Subdivision EASTERN KENTUCKY No. of Crossings: 1

Absolute No.: V23622 Valuation Station/Map No.: \_\_\_\_\_

Valuation Station: 7271 + 78.7

Milepost: OVB-242, 48

Roadmaster No.: R03 Contr. Type: PIGAX Fiber? NO MCI

\* NEW INSTALLATION

MA  
4/5/06

Sheet 3 of 3

LOUISVILLE AND NASHVILLE RAILROAD COMPANY  
PIPELINE DATA QUESTIONNAIRE  
OFFICE OF THE SUPERINTENDENT

~~Jan 8/1/12~~ 5

CSX-055573

1. NAME: ~~XXXXXXXXXX~~ City of Hazard, Kentucky  
(if partner list all partners; if corporation show state of incorporation)
2. ADDRESS: ~~P.O. Box 420~~ 700 MAIN ST, Hazard Kentucky 41701  
Street or P.O. Box City of Town State Zip
3. Crossing Location: 2310.5 feet North from Mile Post 243  
Angle 90° ✓; Hazard Perry Kentucky  
City or Town County State
4. Outside Diameter of Carrier Pipe: 1.660" at Joint: 1.910"; Inside Dia. of Casing 4.062"
5. Commodity: Steam ( ); Air ( ); Water ( ); Sewage ( ); Natural Gas (X);  
Artificial Gas ( ); Other ( ) - specify \_\_\_\_\_
6. Carrying Pressure, psi, gauge: 30 ✓
7. Material Pipe Constructed of: (Carrier) Steel (Casing) Steel
8. Yield Point, psi, carrier: 35,000 ✓
9. Ultimate Strength, psi, carrier: 60,000 ✓
10. Safety Factor of Design: 140 ✓
11. Wall Thickness: Carrier 0.140 inches Casing 0.219 inches ✓
12. Weight: Carrier 2.27 lb./ft. Casing 10.01 lb./ft. (Both API 5L Grade B)  
(standard class, etc.) (Standard class. etc.)
13. Length of Casing Pipe: 63' ✓
14. Fabrication or Construction: Carrier Welded Casing Welded
15. Hydrostatic Test Pressure of Carrier: 90 psig
16. Manufacturer of: Carrier: US steel or equal Casing: Same
17. Depth of Pipe Below Bottom of Ties (minimum 4') 4.5'
18. Method of Installation: Boring

19. Each application must be accompanied by 7 copies of sketch on 8 1/2" x 11" sheets showing the location, distance to nearest mile post, north point, city, county, state, profile of the pipe under railroad tracks showing depth of pipe, slope, and length of casing pipe.

20. The applicant or its contractor will obtain written permission from Railroad Superintendent at Hazard, Kentucky to enter upon the Railroad's property. Such permission must be obtained a minimum of 10 days prior to entering upon said property.

21. Should the applicant or its contractor to install the pipe, the contractor will, at its expense, secure and maintain throughout the construction period the following signs and amounts of insurance a certificate of which will be furnished to the Railroad in duplicate:

- (a) Contractors' Public Liability and Property Damage Liability Insurance. Such insurance shall have limits of \$500,000 / \$500,000.
- (b) Contractors' Protective Public Liability and Property Damage Liability Insurance. This insurance shall be required if a sub-contractor performs operations for the contractor. This insurance may be furnished by the contractor or its sub-contractor, and shall have limits of \$500,000 / \$500,000.
- (c) Railroad's Protective Public Liability and Property Damage Liability Insurance. This insurance is required if the work to be performed by the contractor is within 50 feet of any track of the Railroad. This insurance shall name the Louisville and Nashville Railroad Company, 200 West Broadway, Louisville, Kentucky 40202 as the insured, and shall have limits of \$500,000 / \$500,000.

EXISTING FACILITY

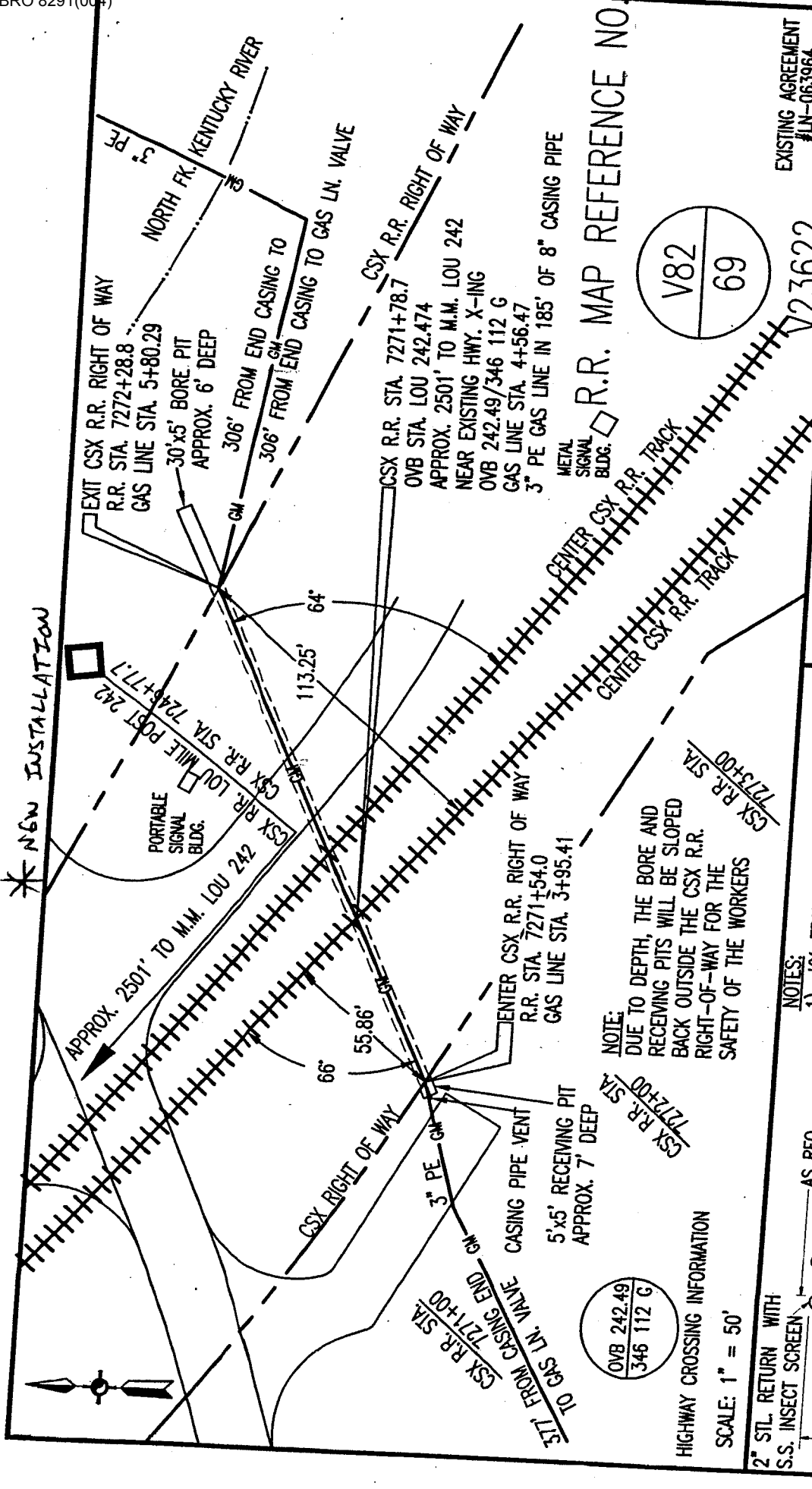
DIVISION: APPALACHIAN  
Subdivision: Eastern Kentucky  
ABSOLUTE M&P NO.: V23622  
V.M. St.: 7275+58.1

MILEPOST: OVB-242.55  
# of crosswks: 1  
ROADMASTER CODE: R03

(MR) 4/5/06

CONTRACT TYPE: PIGAX  
FIBER?: NO MCI





R.R. MAP REFERENCE NO. V82/69

EXISTING AGREEMENT #LN-063964

# RAILROAD ENCROACHMENT NO. 1

PRO.	KY. HWY. 451 UTILITY RELOCATION			
FOR	CITY OF HAZARD, KENTUCKY			
LOCATION	PERRY CO., KENTUCKY			
DIVISION	TAMPA SUBDIV: EASTERN KENTUCKY DIVISION			
NO.	V23622			
AS NOTED	VAL.	SEC.	DEPARTING	NO.
DATE: 04-29-2005				Sheet
DRAWN BY: LDY				1 OF 3
CHECKED BY: HS				

**NOTES:**

- 1) KY. TRANSPORTATION CABINET (KTC) MAY HAVE DEEPER COVER REQ.
- 2) MATERIAL REQ. AND SPECS. AVAIL. CITY OF HAZARD GAS SYSTEM. PAVEMENT, THICKNESS UNKNOWN.

AS REQ.  
3" STD. WT. CONCRETE FILLED PIPE BOLLARD/S AS DIRECTED

2" STL. RETURN WITH S.S. INSECT SCREEN

48" 2" STEEL PIPE, SAFETY YELLOW

GAS CARRIER PIPE

USE CASING END SEALS, TYP. 2 PLACES, SEE NOTE 2

TYPICAL GAS VENT AND SEAL NOT TO SCALE

TOP OF LINER PIPE, SEE NOTE 2

Dub # NAD 55-573

**NOTE:**  
DUE TO DEPTH, THE BORE AND RECEIVING PITS WILL BE SLOPED BACK OUTSIDE THE CSX R.R. RIGHT-OF-WAY FOR THE SAFETY OF THE WORKERS

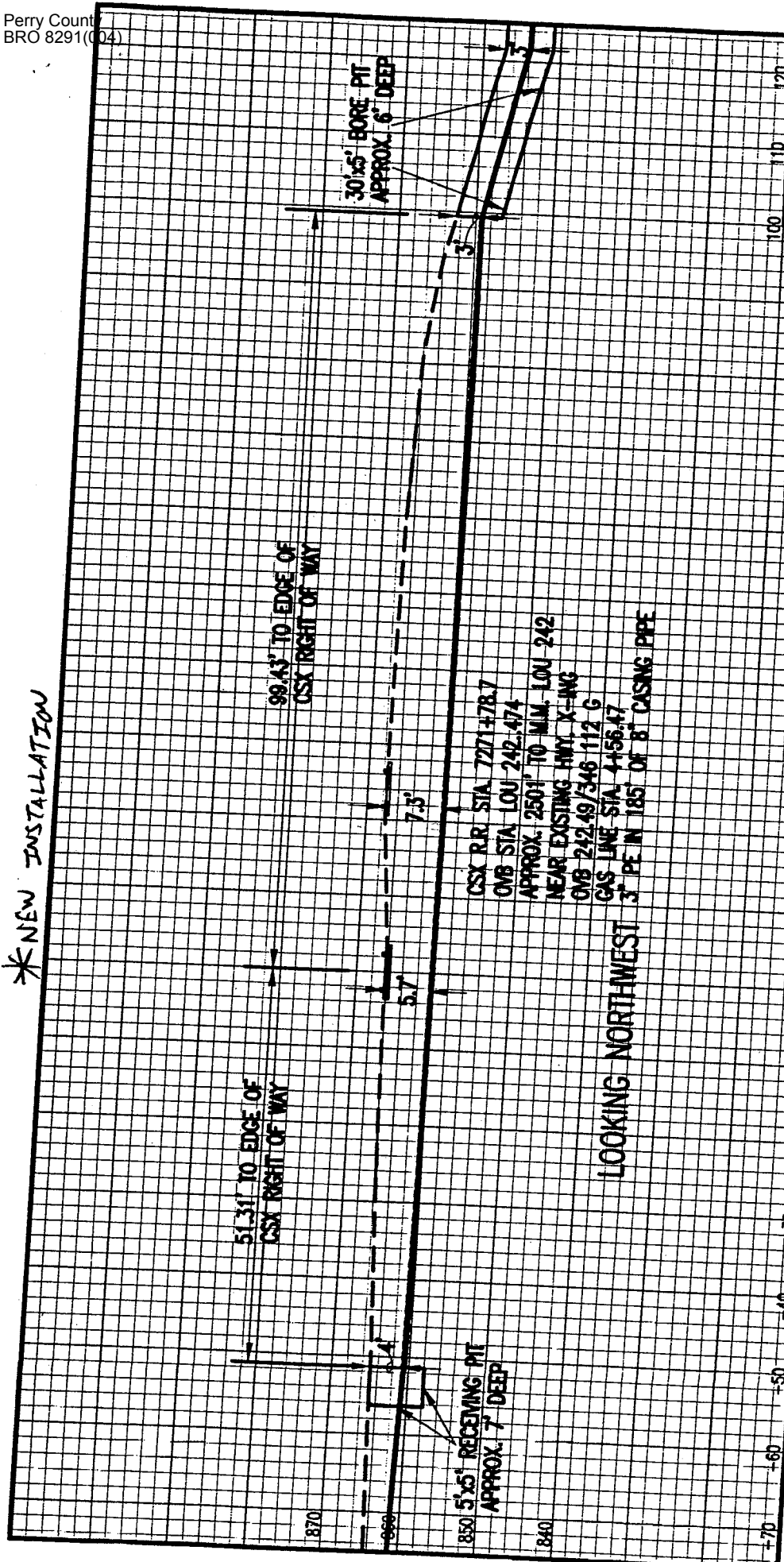
HIGHWAY CROSSING INFORMATION  
SCALE: 1" = 50'

OVB 242.49  
346 112 G

V23622

FILE:

\*NEW INSTALLATION



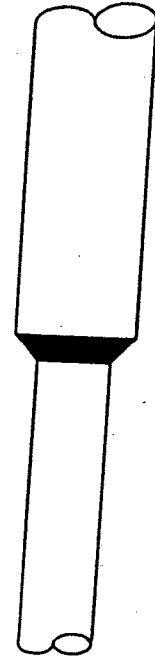
SCALE: HORIZ. 1" = 20'  
VERT. 1" = 20'

# RAILROAD ENCROACHMENT NO. 1

REVISIONS		AS NOTED	VAL.	SEC.	DRAWING NO.
		DATE: 04-29-2005			V23622
		DRAWN BY: LDY	S. Hunt		
		CHECKED BY: HS	2 OF 3		
FILE:					

PRO. KY. HWY. 451 UTILITY RELOCATION  
 FOR CITY OF HAZARD, KENTUCKY  
 LOCATION PERRY CO., KENTUCKY  
 DIVISION TAMPA SUBDIV. EASTERN KENTUCKY DIVISION

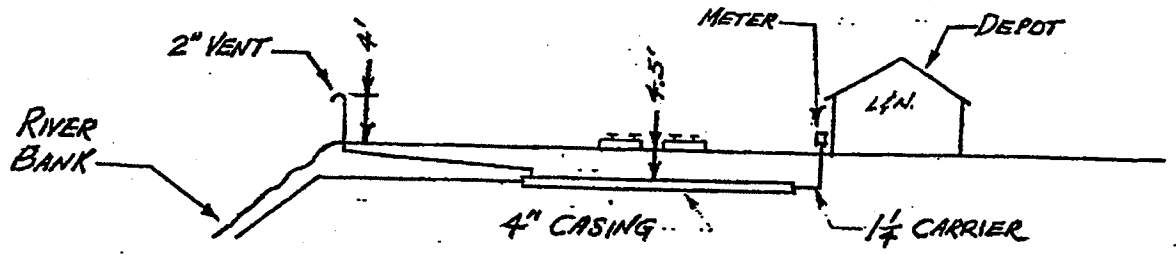
**LINER PIPE END SEALS**  
 ALL LINER PIPES (CASING PIPES) SHALL BE EQUIPPED WITH END SEALS. THESE END SEALS SHALL BE LINK-SEAL OR ENGINEER APPROVED EQUAL. END SEALS SHALL BE A LINK-SEAL LS-500C, 6x12, WITH EIGHT (8) LINKS PER END FOR 12" LINER PIPE AND A LS-400C, 6x10, TEN (10) LINKS PER END FOR 10" LINER PIPE.



TYPICAL GAS LINE END SEAL  
NOT TO SCALE

Dwn #  
MAY 5 2005

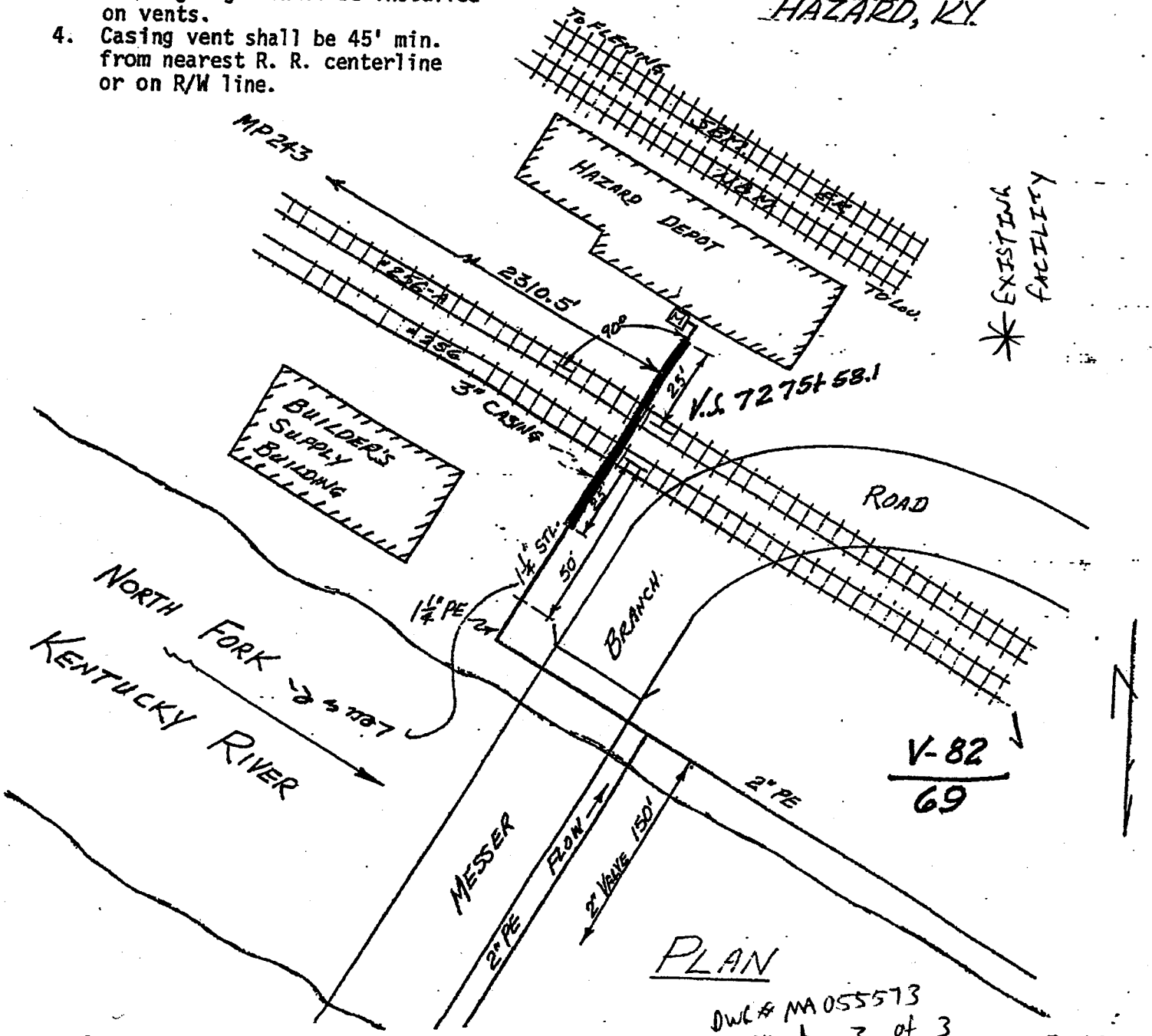
Proposed  
Natural Gas Pipeline  
Railroad Crossing  
Hazard (Perry Co.) Kentucky  
Scale 1" = 40'



X-SECTION

HAZARD, KY.

- NOTES
1. Casing shall be sealed at both ends.
  2. Spacers shall be installed on carrier at 10' intervals.
  3. Warning signs shall be installed on vents.
  4. Casing vent shall be 45' min. from nearest R. R. centerline or on R/W line.



PLAN

DWG # MA 055573  
Sheet 2 of 3  
4-29-05



500 Water Street, SC J180  
Jacksonville, FL 32202-4423  
(904) 633-1521  
FAX: (904) 633-3450  
E-Mail: Nancy\_Reynolds@csx.com

May 9, 2006

Agreement No. CSX-050261

Mr. Paul Feltner  
City Manager  
City of Hazard, Kentucky  
700 Main Street  
Hazard, KY 41701

Re: Installation of pipeline(s) in Hazard, Kentucky.

Dear Mr. Feltner:

Attached is your fully-executed original of Agreement No. CSX-050261, dated April 5, 2006.

In accordance with this Agreement, Licensee is responsible for paying the actual cost of CSXT flagging and/or support services, including all applicable surcharges (collectively "Fees").

**No work is to be performed on CSXT property without Roadmaster's authorization.**

It is your responsibility to schedule any work on CSXT property with CSXT Roadmaster by following these steps:

1. Submit the completed Flagging Request Form (attached) by fax to (904) 359-7665 at least thirty (30) days in advance of the date you desire to commence the project.
2. An Outside Party Number (OP Number) will be assigned by CSXT and provided to the Project Contact listed on the form.
3. Fax the completed Flagging Form including the OP Number to the CSXT Roadmaster at the fax number provided on the Flagging Form.  
**NOTE: A Flagging Form will not be accepted without an OP Number.**
4. Arrange necessary signal locates by contacting the local CSXT Manager Signals at the phone number provided on the completed Flagging Form.

CSX-050261

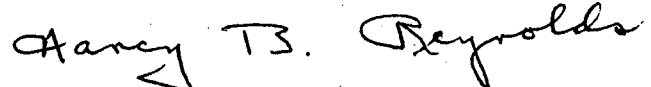
- 2 -

May 9, 2006

5. If no response is received after one week of faxing notification to the CSXT Roadmaster, follow up by calling the Roadmaster's office (ideally between the hours of 6:30 AM and 8:30AM) at the telephone number provided on the completed Flagging Form.

This agreement, and your right to an encroachment, will expire on April 4, 2031. Please make a note of this date. If you require to utilize CSXT property beyond that date, it is your responsibility to contact us, at least 30 days prior to expiration of the agreement.

Very truly yours,

  
Nancy B. Reynolds

Attachment

For current or future requests, download the most current application packages for pipes, wires, etc... at [http://www.csx.com/?fuseaction=general.csxp\\_lease](http://www.csx.com/?fuseaction=general.csxp_lease)

For CSXT Valuation/Property Map requests, please visit [http://www.csx.com/?fuseaction=general.csxp\\_map](http://www.csx.com/?fuseaction=general.csxp_map)



# FLAGGING REQUEST FORM

To Obtain Outside Party Number Submit Completed Form by FAX to: (904) 359-7665  
Or by mail to: Property Services – Flagging Project, 500 Water St, J180, Jacksonville, FL 32202

**\*\*OUTSIDE PARTY (OP) NUMBER:**

**\*\*To Be Completed by CSXT**

CSXT Agreement Number: CSX-050261 Dated: April 5, 2006

Licensee Name: CITY OF HAZARD, KENTUCKY

Licensee's Ref. Number: \_\_\_\_\_

City: Hazard County: Perry State: Kentucky

Railroad Milepost: 0VB-242.48 Division: C&O Subdivision: Eastern Kentucky

Project Description: Installation of potable water pipeline.

\*\*\*\*\*All information must be TYPED or CLEARLY PRINTED.\*\*\*\*\*

DATE OF REQUEST: \_\_\_\_\_ REQUESTED START DATE: \_\_\_\_\_

Billing Information: *Please provide the Current Billing Information*

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Project Contact Information: *Provide Current Project Contact Information if different from Billing Information*

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Outside Party Number Should be Provided via: (Check One)  Phone  Fax  Email

1. An Outside Party (OP) Number will be assigned by CSXT and provided to the Project Contact listed on the form.
2. FAX the completed Flagging Form including the OP Number to the CSXT Roadmaster at the fax number provided.  
**NOTE: Roadmaster will not accept Flagging Form without an OP Number.**
3. Arrange necessary signal locates by contacting the local CSXT Manager Signals at the numbers provided.
4. If no response is received after one week of faxing notification to the CSXT Roadmaster, follow up by calling the Roadmaster's office at the number provided (ideally between the hours of 6:30 AM and 8:30 AM).

-----Any questions about the form should be directed to 904-359-3404. -----

CSXT Contact Information: **To be Completed by CSXT**

ROADMASTER: FAX: (606) 666-5718 Phone: (606) 666-4607

SIGNAL MGR: FAX: \_\_\_\_\_ Phone: \_\_\_\_\_

FOR RAILROAD USE ONLY – **TO BE COMPLETED BY SIGNAL DEPT: FAX TO (904) 359-7665**

Signal Locate Required (circle one): Y or N Signal Locate Complete (circle one): Y or N

Employee Name: \_\_\_\_\_ Vehicle: Y or N Vehicle ID #: \_\_\_\_\_

CSX ID Number: \_\_\_\_\_ Date(s) of Work: \_\_\_\_\_ Expense Acct: Y or N

FOR RAILROAD USE ONLY – **TO BE COMPLETED BY FLAGMAN: FAX TO (904) 359-7665**

Employee Name: \_\_\_\_\_ CSX ID Number: \_\_\_\_\_

Date Work Performed: \_\_\_\_\_ On Duty Time: \_\_\_\_\_ Off Duty Time: \_\_\_\_\_

Is Project Complete? Y or N If YES indicate date Completed: \_\_\_\_\_

Expense Account: Y or N Vehicle: Y or N Vehicle ID #: \_\_\_\_\_

Contractor's Signature \_\_\_\_\_ Printed Name/Title: \_\_\_\_\_

Flagman's Signature \_\_\_\_\_ Printed Name/Title: \_\_\_\_\_

## PIPELINE CROSSING AGREEMENT

THIS AGREEMENT, Made and effective as of April 5, 2006, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF HAZARD, KENTUCKY, a municipal corporation, political subdivision or state agency, under the laws of the Commonwealth of Kentucky, whose mailing address is 700 Main Street, Hazard, Kentucky 41701, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct, use and maintain a pipeline, solely for the transmission of potable water, hereinafter called "Pipeline," under or across property owned or controlled by Licensor at or near Hazard, County of Perry, Commonwealth of Kentucky, located at Valuation Station 7271+85, Milepost 0VB-242.48, Eastern Kentucky Subdivision, hereinafter called the "Crossing," as shown on print of Drawing No. MA050261, dated April 29, 2005, attached hereto and made a part hereof; other details and data pertaining to said Pipeline being as indicated on Application Form, dated February 7, 2006, also attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

### 1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Crossing for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change said Pipeline at the Crossing above for the term herein stated, and to remove same upon termination.

1.2 The term Pipeline, as used herein, shall include only the pipes, ducts, casing, vents, manholes, connectors, fixtures, appliances and ancillary facilities devoted exclusively to the transmission usage above within the Crossing, and as shown on attached Application Form.

1.3 No additional pipeline or other facilities shall be placed, allowed or maintained by Licensee in, upon or along the Crossing except upon separate prior written consent of Licensor.

## **2. LICENSE FEE; TERM:**

2.1 In lieu of annual payments and in consideration of Licensor's waiver of future fee increases, Licensee shall pay Licensor a one-time nonrefundable License Fee of FOUR THOUSAND AND 00/100 U.S. DOLLARS (\$4,000.00) upon execution of this Agreement. Licensee agrees that the License Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Pipeline or Crossing.

2.3 This Agreement shall terminate (1) April 4, 2031, or (2) as herein provided, but shall also terminate upon (a) Licensee's cessation of use of the Pipeline or Crossing for the purpose(s) above, (b) removal of the Pipeline, (c) subsequent mutual consent, and/or (d) failure of Licensee to complete installation within 5 (five) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Pipeline and appurtenances, and/or maintenance thereof, or for any public works project of which said Pipeline is a part.

## **3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove said Pipeline, in a prudent, workmanlike manner, using quality materials and complying with: any applicable standard(s) or regulation(s) of Licensor (A.R.E.M.A. Specifications) and Licensee's particular industry, and/or any governmental or regulatory body having jurisdiction over the Crossing or Pipeline.

3.2 Location and construction of Pipeline shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor, and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All Licensee's work and exercise of rights hereunder shall be undertaken at time(s) satisfactory to Licensor and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Pipeline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.



3.5 Any repairs or maintenance to Pipeline, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Pipeline, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Crossing shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to Pipeline.

#### **4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Crossing for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (20 CFR 1926.651(b), et al.), and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

#### **5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) Support track(s) and roadbed in a manner satisfactory to Licensor;

(B) Backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and

(C) Either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner as Licensor may approve.

5.2 After construction or maintenance of Pipeline, Licensee shall:

(A) Restore said track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of Pipeline or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Crossing area for a period of three (3) years after completion of installation.

## 6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's right-of-way and property necessitate any change of location, height or depth of Pipeline or Crossing, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in Pipeline or Crossing to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

## 7. PIPE CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of Pipeline and Crossing in relation to the existing tracks and facilities, and shall relocate Pipeline or change Crossing, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of this Agreement or of any public authority.

7.2 If Licensee undertakes to revise, renew, relocate or change all or any part of Pipeline (including any change in circumference, diameter or radius of pipe or carrier pipe, change in operating pressure, or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before any such change is made. After approval the terms and conditions of this Agreement shall apply thereto.

## **8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Pipeline/Crossing herein permitted may not presently interfere with Licensor's railroad operations or facilities, in the event that the operation, existence or maintenance of said Pipeline, in the sole judgment of Licensor, causes: (a) interference (physical, magnetic or otherwise) with Licensor's communication, signal or other wires, powerlines, train control system, or facilities; or (b) interference in any manner with the operation, maintenance or use of the right-of-way, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly take such remedial action or make such changes in its Pipeline as may be required in the reasonable judgment of Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so, at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect Licensee's Pipeline, Licensor hereby reserves the right to inspect same and to require Licensee to undertake necessary repairs, maintenance or adjustments to Pipeline, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

## **9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 Licensee hereby assumes, and, to the fullest extent permitted by State law (Constitutional or Statutory, as amended), shall defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, presence, existence, repair, maintenance, replacement, operations, use or removal of Pipeline or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of pipeline, wherein agents, equipment or personnel of Licensee are on the railroad right-of-way, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's right-of-way involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or Pipeline in, on, over or under the Occupancy, including loss of or any interference with use thereof, regardless of cause, including electrical field creation, fire or derailment arising out of rail operations. For this Section, the term "Licensee's Property" shall include pipe contents as well as property of third parties situated or placed upon Licensor's right-of-way by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Crossing area, arising from or in connection with the use of this Crossing or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through said Pipeline; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Pipeline leakage.

9.4 Obligations of Licensee hereunder to defend, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the right-of-way on which the Crossing is located, and their respective officers, agents and employees.

9.5 If a claim is made or action is brought against either party, for which the other party may be responsible hereunder, in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such claim or action.

## 10. INSURANCE:

10.1 Prior to commencement of surveys, construction or occupation of Crossing pursuant to this Agreement, Licensee shall procure, and shall maintain during the continuance of this Agreement, at Licensee's sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor, and/or its designee, as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than THREE MILLION AND 00/100 U.S. DOLLARS (\$3,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code C907 at the address listed above.

10.2 If said CGL policy does not automatically cover Licensee's contractual liability during periods of survey, construction, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

10.5 In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Crossing, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

## 11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee, or any contractor of Licensee, to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor (CSXT Form 7422).

11.2 If Licensor deems it advisable, during the progress of any construction, maintenance, repair, renewal, alteration, change or removal of said Pipeline, to place watchmen, flagmen, inspectors or supervisors at the Crossing for protection of operations of Licensor or others on Licensor's right-of-way, and to keep persons, equipment and materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

## 12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or pipe changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" work) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor, subject to Licensee's budgetary rules. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all materials used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate(s). Licensor may, at its discretion, require advance deposit for estimated costs and expenses associated herein.

**13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of license fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

**14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of: (a) revocation, (b) termination, (c) subsequent agreement, or (d) Licensee's removal of Pipeline from the Crossing. However, neither revocation nor termination of this Agreement shall affect any claims and liabilities which may have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove Pipeline from the right-of-way of Licensor, unless the parties hereto agree otherwise, (b) restore property of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

**15. NOTICE:**

15.1 Licensee shall give Licensor's Division Engineer (C & O Division, 935 7th Avenue, Huntington, WV 25701-2313) at least thirty (30) days written notice before doing any work on Licensor's right-of-way, except that in cases of emergency shorter notice may be given to said Division Engineer. The rail operations emergency phone number for Licensor is: 1-800-232-0144. The emergency phone number for Licensee is: (606) 438-1498.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Administration, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered effective upon: (a) actual receipt, or (b) date of refusal of such delivery.

**16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Crossing, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

**17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Right-of-Way in the Crossing occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Right-of-Way in the Crossing, and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Right-of-Way which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Crossing is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Right-of-Way occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Right-of-Way. Licensee further acknowledges that it does not have the right to occupy any portion of the Right-of-Way held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Right-of-Way that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensee's facilities placement, or the presence of Licensee's facilities in, on, or along the Crossing, including claims for punitive or special damages.

17.5 Licensee shall not at any time own, or claim any right, title or interest in or to Licensor's property occupied by the Crossings, nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in License, to said property other than the license herein created.

## **18. GENERAL PROVISIONS:**

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.



18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Pipeline and Crossing are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate  
(each of which shall constitute an original) as of the effective date of this Agreement.

**Witness for Licensor:**

Dancy B. Reynolds

**CSX TRANSPORTATION, INC.**

By: Mark A. Gennette

Print/Type Name: Mark A. Gennette  
Director

Print/Type Title: Contract Management

**Witness for Licensee:**

Paul Feltner

**CITY OF HAZARD, KENTUCKY**

By: Paul Feltner

Who, by the execution hereof, affirms that he/she  
has the authority to do so and to bind the Licensee  
to the terms and conditions of this Agreement.

Print/Type Name: Paul Feltner

Print/Type Title: City manager

Tax ID No. 61-600-1839

Authority under Ordinance or  
Resolution No. \_\_\_\_\_,  
dated \_\_\_\_\_.



APPLICATION FOR PIPELINE CROSSING OR PARALLELING  
PROPERTIES AND TRACK

Submit one original and one copy of both the application and drawing along with a \$750.00 nonrefundable Application Fee to CSX Transportation, Property Services J180, 500 Water Street, Jacksonville, FL 32202.

Application and plans must be approved and written authority received from the Railroad before construction is begun. Your proposal and construction must be in accordance with CSXT's Specifications and any current governing laws or regulations. Note: Specifications furnished in the Application Package are to be used as a guideline only. CSXT reserves the right to approve or decline any application.

FEB 19 2006

**PLEASE SIGN BEFORE COMPLETING:**

Agreement No.: CSX-050261

I affirm the information I am furnishing in this application will comply with the current CSX Standards, governing laws or regulations, and accurately reflects the proposed construction plans:

Signature: Paul Feltner

Application Date: 2/7/02

**Project Owner Information:**  Check here if agreement should be mailed to this address

1. Complete Legal Name of applicant as it would appear in a legal document (inaccurate information will delay your request):  
CITY OF HAZARD, KENTUCKY

2. Company Contact Name: Paul Feltner  
Title: City Manager

3. Telephone: (606) 436-3171 Fax: (606) 436-3252 E-Mail: \_\_\_\_\_  
Company Emergency Contact Number (in case of derailment, pipe failure, etc.): (606) 438-1498

4. Street Address: 700 Main St. City: Hazard State: KY Zip: 41701

5. Type of business:  
 Corporation (State of incorporation \_\_\_\_\_)  
 Partnership (Type and State of Partnership \_\_\_\_\_)  
 Individual  Developer  Municipality  Other \_\_\_\_\_

**Engineer/Consultant Information:**  Check here if agreement should be mailed to this address

6. Company Name: H. A. SPALDING ENGINEERS, Inc.

7. Company Contact Name: Hank A. Spaulding Title: President

8. Telephone: (606) 436-2151 Fax: (606) 436-2991 E-Mail: hank.spaulding@haspaldingengineers.com

9. Street Address: 651 Skyline Drive City: Hazard State: KY Zip: 41701

**Project Information:** (Note: Metric Information will NOT be accepted.)

10. Is this installation:  New  Revision to existing  Attachment to existing  Upgrade to existing

11. If not a new installation, furnish existing Agreement Number: \_\_\_\_\_

12. If this installation is to be a supplement to your master (general) agreement, furnish:  
Agreement Number: \_\_\_\_\_ Date: \_\_\_\_\_

13. Your Reference Number: Encroachment #2

14. Work to be performed by:  
 Applicant's employees  Is Applicant an Aegis member?  Yes  No  
 Contractor Contractor Name: Project will be bid at a later date

15. Town Location: Hazard County: Perry State/Province: KY

MM  
4/5/06

**Project Information Cont'd:**

16. Product to be Conveyed: Water Flammable:  Yes  No  
 Temperature: 60°
17. Maximum Working Pressure: 90 psi Field Test Pressure: 150 psi Type Test: Hydrostatic
18. Location of Shut-Off Valves: 350' (SW) 150' (NE) 288' SW + 149' NE
19. Number:  Manholes N/A  Other (describe) \_\_\_\_\_  
 to be located within Railroad corridor. **Manholes shall be flush with top of ground and dimensions of ancillary structures are required on drawing.**
20. Distance from manholes/other to nearest track: N/A
21. Angle of Crossing: 62° Number of Tracks to be crossed: 2
22. **PIPE SPECIFICATIONS:**
- |  | <b>CARRIER PIPE:</b>   | <b>CASING PIPE:</b> |
|--|--|---------------------|
| Material                               | Ductile Iron   | Steel               |
| Material Specifications & Grade        | ANSI C150  | A36, SCH 30         |
| Minimum Yield Strength of Material PSI | 42,500 psi   | 36,000              |
| Inside Diameter                        | 10.52"   | 16"                 |
| Wall Thickness                         | 0.29"  | 0.375"              |
| Outside Diameter                       | 11.10"   | 16.75"              |
| Type of Seam                           | N/A  | Seamless or ERW     |
| Kind of Joints                         | Mech. Joint  | Welded              |
| Total Length Within Railroad R/W       | <u>236' 191'</u>   | <u>236' 191'</u>    |
| Tunneling (Liner Plates)               | <b>Note: Attach manufacturer's shop detail and computations that include plate thickness and gage.</b> |                     |
- Vents: Number N/A Size \_\_\_\_\_ Height above ground \_\_\_\_\_
- Seals:  One End  Both Ends
- Bury depth: Base of rail to top of casing: 5 feet 8 inches  
 Not beneath tracks: 3 feet 0 inches  
 (Below ditches) 3 feet, 0 inches
- Cathodic Protection:  Yes  No Protective Coating:  Yes (Kind) \_\_\_\_\_  No
23. Method of installation: Bore & Jack (Note: Directional boring is prohibited. See specs)
24. Location of boring pits from adjacent track @ 90°: Launching Pit: 91 ft., Receiving Pit: 57 ft.
25. Temporary track support or rippapping required?  Yes  No (Describe and Detail on Drawing)
26. Wires, poles, obstructions to be relocated?  Yes  No (Describe and Detail on Drawing)
27. Is this both a Crossing and Parallelism?  Yes  No
28. Crossing location: 2562 2507 feet SE (direction) from Railroad Milepost: Lou 242  
 If known: Valuation Station: QVB Lou 242.498 Valuation Map Number: Lou 242  
 If known: Latitude/Longitude: \_\_\_\_\_  
 If known: Street Address of Crossing/Parallelism: \_\_\_\_\_
29. Parallelism location: Beginning: 2477 feet SE (direction) from RR Milepost: Lou 242  
 and Ending: 2562 feet SE (direction) from RR Milepost: Lou 242
30. Total length on Railroad R/W: 236' 191' Length Crossing: 148' 191' Length Paralleling: 88'
31. Will line be entirely within a public road R/W?  Yes  No DOT/AAR Crossing No.: \_\_\_\_\_  
 \*\* If you answered yes, road name, number, and width of public right-of-way are required on drawing
32. a) Will this occupancy connect to an existing facility within Railroad corridor?  Yes  No  
 b) If Yes, name facility owner(s): City of Hazard, Kentucky

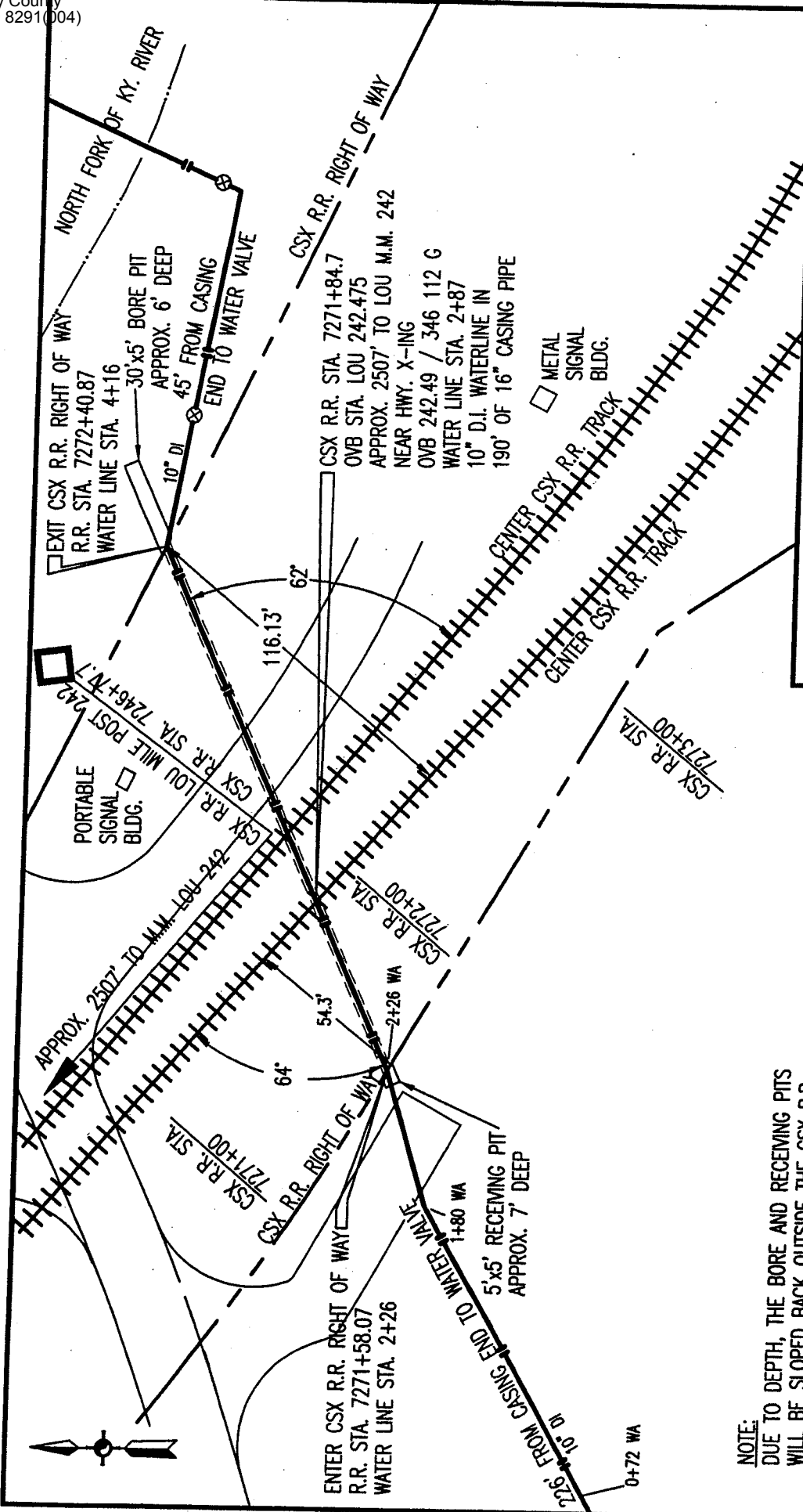
**Railroad Use Only:**

CSX-050261

Division APPALACHIAN Subdivision EASTERN KENTUCKY No. of Crossings: 1  
 Absolute No.: V23622 Valuation Section/Map No.: \_\_\_\_\_  
 Valuation Station: 7271 + 84.7  
 Milepost: OVB-242.48

Roadmaster No.: R03 Contr. Type: PIWAX Fiber? NO MCI

4/5/06 1/3



# RAILROAD ENCROACHMENT NO. 2

REVISIONS	PRO. KY. HWY. 451 UTILITY RELOCATION	VAL.	SEC.	DRAWING NO.
	FOR CITY OF HAZARD, KENTUCKY			SHEET
	LOCATION PERRY CO., KENTUCKY			1 OF 2
	DIVISION TAMPA SUBDIV: EASTERN KENTUCKY DIVISION	FILE: V23622		
	SCALE: AS NOTED	DATE: 4-29-2005	DRAWN BY: LOV	CHECKED BY: HS

**NOTE:**  
DUE TO DEPTH, THE BORE AND RECEIVING PITS  
WILL BE SLOPED BACK OUTSIDE THE CSX R.R.  
RIGHT-OF-WAY FOR THE SAFETY OF WORKERS.

V23622

V82  
69

R.R. MAP REFERENCE NO.

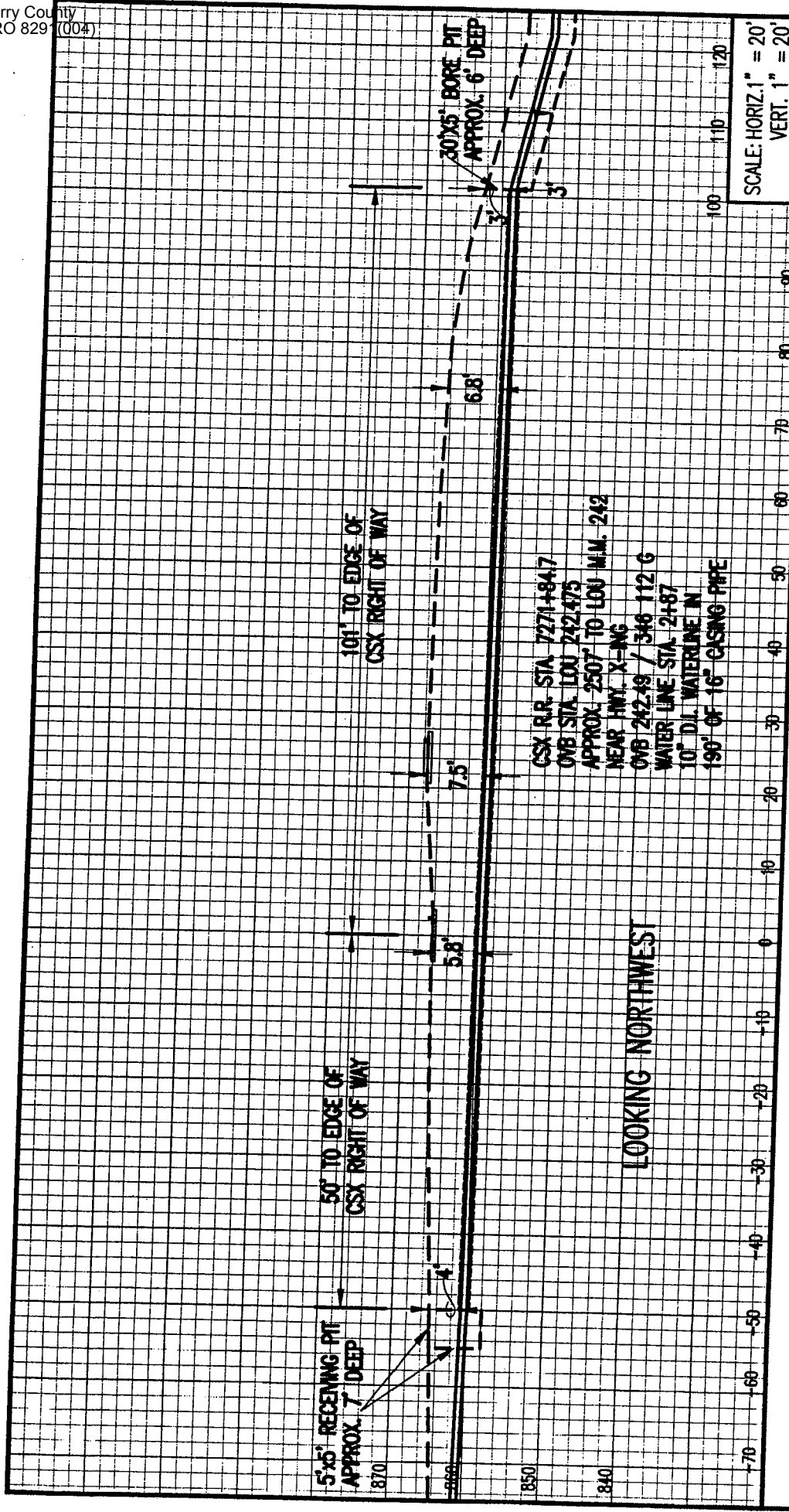
HIGHWAY CROSSING INFORMATION

OVB 242.49  
346 112 G

SCALE: 1" = 50'

Draw # MA050261

4/15/06



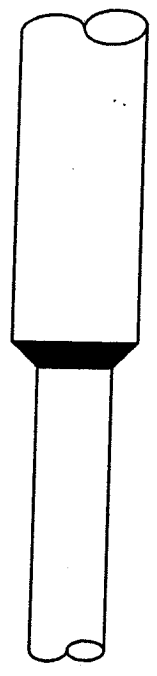
# RAILROAD ENCROACHMENT NO. 2

REVISIONS		FILE:

PRO. KY. HWY. 451 UTILITY RELOCATION  
 FOR CITY OF HAZARD, KENTUCKY  
 LOCATION PERRY CO., KENTUCKY  
 DIVISION TAMPA SUBDIV: EASTERN KENTUCKY DIVISION

SCALE: AS NOTED	VAL.	SEC.	DRAWING NO.
DATE: 4-29-2005			<u>SHEAF</u>
DRAWN BY: LDV	V23622		2 OF 2
CHECKED BY: HS			

**CASING PIPE END SEALS**  
 ALL LINER PIPES (CASING PIPES) SHALL BE EQUIPPED WITH END SEALS. THESE END SEALS  
 WILL NOT BE AIR TIGHT



TYPICAL WATERLINE END SEAL  
 NOT TO SCALE

*DWA #*  
*MAR 20 2006*

*(M)* 4/5/06



500 Water Street, SC J180  
Jacksonville, FL 32202-4423  
(904) 633-1521  
FAX: (904) 633-3450  
E-Mail: Nancy\_Reynolds@csx.com

May 9, 2006

Agreement No. CSX-050268

Mr. Paul Feltner  
City Manager  
City of Hazard, Kentucky  
700 Main Street  
Hazard, KY 41701

Re: Installation of pipeline(s) in Hazard, Kentucky.

Dear Mr. Feltner:

Attached is your fully-executed original of Agreement No. CSX-050268, dated April 5, 2006.

In accordance with this Agreement, Licensee is responsible for paying the actual cost of CSXT flagging and/or support services, including all applicable surcharges (collectively "Fees").

**No work is to be performed on CSXT property without Roadmaster's authorization.**

It is your responsibility to schedule any work on CSXT property with CSXT Roadmaster by following these steps:

1. Submit the completed Flagging Request Form (attached) by fax to (904) 359-7665 at least thirty (30) days in advance of the date you desire to commence the project.
2. An Outside Party Number (OP Number) will be assigned by CSXT and provided to the Project Contact listed on the form.
3. Fax the completed Flagging Form including the OP Number to the CSXT Roadmaster at the fax number provided on the Flagging Form.  
**NOTE: A Flagging Form will not be accepted without an OP Number.**
4. Arrange necessary signal locates by contacting the local CSXT Manager Signals at the phone number provided on the completed Flagging Form.

CSX-050268

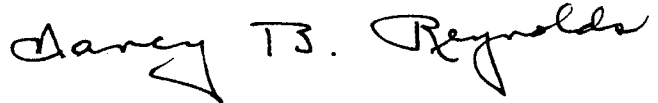
- 2 -

May 9, 2006

5. If no response is received after one week of faxing notification to the CSXT Roadmaster, follow up by calling the Roadmaster's office (ideally between the hours of 6:30 AM and 8:30AM) at the telephone number provided on the completed Flagging Form.

This agreement, and your right to an encroachment, will expire on April 4, 2031. Please make a note of this date. If you require to utilize CSXT property beyond that date, it is your responsibility to contact us, at least 30 days prior to expiration of the agreement.

Very truly yours,



Nancy B. Reynolds

Attachment

For current or future requests, download the most current application packages for pipes, wires, etc... at  
[http://www.csx.com/?fuseaction=general.csxp\\_lease](http://www.csx.com/?fuseaction=general.csxp_lease)

For CSXT Valuation/Property Map requests, please visit [http://www.csx.com/?fuseaction=general.csxp\\_map](http://www.csx.com/?fuseaction=general.csxp_map)





# FLAGGING REQUEST FORM

To Obtain Outside Party Number Submit Completed Form by FAX to: (904) 359-7665  
Or by mail to: Property Services – Flagging Project, 500 Water St, J180, Jacksonville, FL 32202

**\*\*OUTSIDE PARTY (OP) NUMBER:**

*\*\*To Be Completed by CSXT*

CSXT Agreement Number: CSX-050268 Dated: April 5, 2006

Licensee Name: CITY OF HAZARD, KENTUCKY

Licensee's Ref. Number: \_\_\_\_\_

City: Hazard County: Perry State: Kentucky

Railroad Milepost: 0VB-242.46 Division: C&O Subdivision: Eastern Kentucky

Project Description: Installation of raw/treated sewage pipeline.

\*\*\*\*\*All information must be TYPED or CLEARLY PRINTED.\*\*\*\*\*

DATE OF REQUEST: \_\_\_\_\_ REQUESTED START DATE: \_\_\_\_\_

Billing Information: *Please provide the Current Billing Information*

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Project Contact Information: *Provide Current Project Contact Information if different from Billing Information*

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Outside Party Number Should be Provided via: (Check One)  Phone  Fax  Email

1. An Outside Party (OP) Number will be assigned by CSXT and provided to the Project Contact listed on the form.
2. FAX the completed Flagging Form including the OP Number to the CSXT Roadmaster at the fax number provided.  
**NOTE: Roadmaster will not accept Flagging Form without an OP Number.**
3. Arrange necessary signal locates by contacting the local CSXT Manager Signals at the numbers provided.
4. If no response is received after one week of faxing notification to the CSXT Roadmaster, follow up by calling the Roadmaster's office at the number provided (ideally between the hours of 6:30 AM and 8:30 AM).

-----Any questions about the form should be directed to 904-359-3404. -----

CSXT Contact Information: **To be Completed by CSXT**

ROADMASTER: FAX: (606) 666-5718 Phone: (606) 666-4607

SIGNAL MGR: FAX: \_\_\_\_\_ Phone: \_\_\_\_\_

FOR RAILROAD USE ONLY – TO BE COMPLETED BY SIGNAL DEPT: FAX TO (904) 359-7665

Signal Locate Required (circle one): Y or N Signal Locate Complete (circle one): Y or N

Employee Name: \_\_\_\_\_ Vehicle: Y or N Vehicle ID #: \_\_\_\_\_

CSX ID Number: \_\_\_\_\_ Date(s) of Work: \_\_\_\_\_ Expense Acct: Y or N

FOR RAILROAD USE ONLY – TO BE COMPLETED BY FLAGMAN: FAX TO (904) 359-7665

Employee Name: \_\_\_\_\_ CSX ID Number: \_\_\_\_\_

Date Work Performed: \_\_\_\_\_ On Duty Time: \_\_\_\_\_ Off Duty Time: \_\_\_\_\_

Is Project Complete? Y or N If YES indicate date Completed: \_\_\_\_\_

Expense Account: Y or N Vehicle: Y or N Vehicle ID #: \_\_\_\_\_

Contractor's Signature \_\_\_\_\_ Printed Name/Title: \_\_\_\_\_

Flagman's Signature \_\_\_\_\_ Printed Name/Title: \_\_\_\_\_

## PIPELINE CROSSING AGREEMENT

THIS AGREEMENT, Made and effective as of April 5, 2006, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF HAZARD, KENTUCKY, a municipal corporation, political subdivision or state agency, under the laws of the Commonwealth of Kentucky, whose mailing address is 700 Main Street, Hazard, Kentucky 41701, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct, use and maintain a pipeline, solely for the transmission of raw/treated sewage, hereinafter called "Pipeline," under or across property owned or controlled by Licensor at or near Hazard, County of Perry, Commonwealth of Kentucky, located at Valuation Station 7270+61, Milepost 0VB-242.46, Eastern Kentucky Subdivision, hereinafter called the "Crossing," as shown on print of Drawing No. MA050268, dated April 29, 2005, attached hereto and made a part hereof; other details and data pertaining to said Pipeline being as indicated on Application Form, dated February 7, 2006, also attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

### 1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) ~~Licensor's~~ Licensor's present and future right to occupy, possess and use its property within the area of the Crossing for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change said Pipeline at the Crossing above for the term herein stated, and to remove same upon termination.

1.2 The term Pipeline, as used herein, shall include only the pipes, ducts, casing, vents, manholes, connectors, fixtures, appliances and ancillary facilities devoted exclusively to the transmission usage above within the Crossing, and as shown on attached Application Form.

1.3 No additional pipeline or other facilities shall be placed, allowed or maintained by Licensee in, upon or along the Crossing except upon separate prior written consent of Licensor.

## 2. LICENSE FEE; TERM:

2.1 In lieu of annual payments and in consideration of Licensor's waiver of future fee increases, Licensee shall pay Licensor a one-time nonrefundable License Fee of FOUR THOUSAND AND 00/100 U.S. DOLLARS (\$4,000.00) upon execution of this Agreement. Licensee agrees that the License Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Pipeline or Crossing.

2.3 This Agreement shall terminate (1) April 4, 2031, or (2) as herein provided, but shall also terminate upon (a) Licensee's cessation of use of the Pipeline or Crossing for the purpose(s) above, (b) removal of the Pipeline, (c) subsequent mutual consent, and/or (d) failure of Licensee to complete installation within 5 (five) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Pipeline and appurtenances, and/or maintenance thereof, or for any public works project of which said Pipeline is a part.

## 3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove said Pipeline, in a prudent, workmanlike manner, using quality materials and complying with: any applicable standard(s) or regulation(s) of Licensor (A.R.E.M.A. Specifications) and Licensee's particular industry, and/or any governmental or regulatory body having jurisdiction over the Crossing or Pipeline.

3.2 Location and construction of Pipeline shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor, and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All Licensee's work and exercise of rights hereunder shall be undertaken at time(s) satisfactory to Licensor and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Pipeline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to Pipeline, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Pipeline, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Crossing shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to Pipeline.

#### **4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Crossing for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (20 CFR 1926.651(b), et al.), and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

#### **5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

(A) Support track(s) and roadbed in a manner satisfactory to Licensor;

(B) Backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and

(C) Either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner as Licensor may approve.

5.2 After construction or maintenance of Pipeline, Licensee shall:

(A) Restore said track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of Pipeline or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Crossing area for a period of three (3) years after completion of installation.

## 6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's right-of-way and property necessitate any change of location, height or depth of Pipeline or Crossing, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in Pipeline or Crossing to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

## 7. PIPE CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of Pipeline and Crossing in relation to the existing tracks and facilities, and shall relocate Pipeline or change Crossing, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of this Agreement or of any public authority.

7.2 If Licensee undertakes to revise, renew, relocate or change ~~all or any part of~~ Pipeline (including any change in circumference, diameter or radius of pipe or carrier pipe, change in operating pressure, or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before any such change is made. After approval the terms and conditions of this Agreement shall apply thereto.

## **8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Pipeline/Crossing herein permitted may not presently interfere with Licensor's railroad operations or facilities, in the event that the operation, existence or maintenance of said Pipeline, in the sole judgment of Licensor, causes: (a) interference (physical, magnetic or otherwise) with Licensor's communication, signal or other wires, powerlines, train control system, or facilities; or (b) interference in any manner with the operation, maintenance or use of the right-of-way, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly take such remedial action or make such changes in its Pipeline as may be required in the reasonable judgment of Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so, at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect Licensee's Pipeline, Licensor hereby reserves the right to inspect same and to require Licensee to undertake necessary repairs, maintenance or adjustments to Pipeline, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

## **9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 Licensee hereby assumes, and, to the fullest extent permitted by State law (Constitutional or Statutory, as amended), shall defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, presence, existence, repair, maintenance, replacement, operations, use or removal of Pipeline or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of pipeline, wherein agents, equipment or personnel of Licensee are on the railroad right-of-way, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's right-of-way involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or Pipeline in, on, over or under the Occupancy, including loss of or any interference with use thereof, regardless of cause, including electrical field creation, fire or derailment arising out of rail operations. For this Section, the term "Licensee's Property" shall include pipe contents as well as property of third parties situated or placed upon Licensor's right-of-way by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Crossing area, arising from or in connection with the use of this Crossing or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through said Pipeline; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Pipeline leakage.

9.4 Obligations of Licensee hereunder to defend, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the right-of-way on which the Crossing is located, and their respective officers, agents and employees.

9.5 If a claim is made or action is brought against either party, for which the other party may be responsible hereunder, in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such claim or action.

## 10. INSURANCE:

10.1 Prior to commencement of surveys, construction or occupation of Crossing pursuant to this Agreement, Licensee shall procure, and shall maintain during the continuance of this Agreement, at Licensee's sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor, and/or its designee, as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than THREE MILLION AND 00/100 U.S. DOLLARS (\$3,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code C907 at the address listed above.

10.2 If said CGL policy does not automatically cover Licensee's contractual liability during periods of survey, construction, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

10.5 In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Crossing, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

## 11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee, or any contractor of Licensee, to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor (CSXT Form 7422).

11.2 If Licensor deems it advisable, during the progress of any construction, maintenance, repair, renewal, alteration, change or removal of said Pipeline, to place watchmen, flagmen, inspectors or supervisors at the Crossing for protection of operations of Licensor or others on Licensor's right-of-way, and to keep persons, equipment and materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

## 12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or pipe changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" work) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor, subject to Licensee's budgetary rules. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.



12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all materials used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate(s). Licensor may, at its discretion, require advance deposit for estimated costs and expenses associated herein.

**13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of license fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

**14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of: (a) revocation, (b) termination, (c) subsequent agreement, or (d) Licensee's removal of Pipeline from the Crossing. However, neither revocation nor termination of this Agreement shall affect any claims and liabilities which may have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove Pipeline from the right-of-way of Licensor, unless the parties hereto agree otherwise, (b) restore property of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

**15. NOTICE:**

15.1 Licensee shall give Licensor's Division Engineer (C & O Division, 935 7th Avenue, Huntington, WV 25701-2313) at least thirty (30) days written notice before doing any work on Licensor's right-of-way, except that in cases of emergency shorter notice may be given to said Division Engineer. The rail operations emergency phone number for Licensor is: 1-800-232-0144. The emergency phone number for Licensee is: (606) 438-1498.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Administration, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered effective upon: (a) actual receipt, or (b) date of refusal of such delivery.

**16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Crossing, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

**17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Right-of-Way in the Crossing occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Right-of-Way in the Crossing, and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Right-of-Way which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Crossing is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Right-of-Way occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Right-of-Way. Licensee further acknowledges that it does not have the right to occupy any portion of the Right-of-Way held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Right-of-Way that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensee's facilities placement, or the presence of Licensee's facilities in, on, or along the Crossing, including claims for punitive or special damages.

17.5 Licensee shall not at any time own, or claim any right, title or interest in or to Licensor's property occupied by the Crossings, nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in License, to said property other than the license herein created.

## **18. GENERAL PROVISIONS:**

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Pipeline and Crossing are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

**Witness for Licensor:**

Dancy B. Reynolds

**CSX TRANSPORTATION, INC.**

By: Mark A. Gennette

Print/Type Name: Mark A. Gennette  
Director

Print/Type Title: Contract Management

**Witness for Licensee:**

Paul G. Louana

**CITY OF HAZARD, KENTUCKY**

By: Paul Feltner

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: Paul Feltner

Print/Type Title: City manager

Tax ID No. 61-600-1839

Authority under Ordinance or  
Resolution No. \_\_\_\_\_,  
dated \_\_\_\_\_.



APPLICATION FOR PIPELINE CROSSING OR PARALLELING  
PROPERTIES AND TRACK

Submit one original and one copy of both the application and drawing along with a \$750.00 nonrefundable Application Fee to CSX Transportation, Property Services J180, 500 Water Street, Jacksonville, FL 32202.

Application and plans must be approved and written authority received from the Railroad before construction is begun. Your proposal and construction must be in accordance with CSXT's Specifications and any current governing laws or regulations. Note: Specifications furnished in the Application Package are to be used as a guideline only. CSXT reserves the right to approve or decline any application.

FEB 15 2006

**PLEASE SIGN BEFORE COMPLETING:**

Agreement No.: CSX-050268

I affirm the information I am furnishing in this application will comply with the current CSX Standards, governing laws or regulations, and accurately reflects the proposed construction plans:

Signature: Paul Feltner

Application Date: 2/7/06

**Project Owner Information:**  Check here if agreement should be mailed to this address

1. Complete Legal Name of applicant as it would appear in a legal document (inaccurate information will delay your request): CITY OF HAZARD, KENTUCKY

2. Company Contact Name: Paul Feltner  
Title: City Manager

3. Telephone: (606) 436-3171 Fax: (606) 436-3252 E-Mail: \_\_\_\_\_  
Company Emergency Contact Number (in case of derailment, pipe failure, etc.): (606) 438-1498

4. Street Address: 700 Main St. City: Hazard State: KY Zip: 41701

5. Type of business:  
 Corporation (State of incorporation \_\_\_\_\_)  
 Partnership (Type and State of Partnership \_\_\_\_\_)  
 Individual  Developer  Municipality  Other \_\_\_\_\_

**Engineer/Consultant Information:**  Check here if agreement should be mailed to this address

6. Company Name: H. A. SPALDING ENGINEERS, Inc.

7. Company Contact Name: Hank A. Spaulding Title: President

8. Telephone: (606) 436-2151 Fax: (606) 436-2991 E-Mail: hank.spaulding@haspaldingengineers.com

9. Street Address: 651 Skyline Drive City: Hazard State: KY Zip: 41701

**Project Information:** (Note: Metric Information will NOT be accepted.)

10. Is this installation:  New  Revision to existing  Attachment to existing  Upgrade to existing

11. If not a new installation, furnish existing Agreement Number: \_\_\_\_\_

12. If this installation is to be a supplement to your master (general) agreement, furnish:  
Agreement Number: \_\_\_\_\_ Date: \_\_\_\_\_

13. Your Reference Number: Encroachment #3

14. Work to be performed by:  
 Applicant's employees  Is Applicant an Aegis member?  Yes  No  
 Contractor Contractor Name: Project to be bid at later date

15. Town Location: Hazard County: Perry State/Province: KY

(Form continued on Page 2)

MW 4/5/06

**Project Information Cont'd:**

16. Product to be Conveyed: Sewer Flammable:  Yes  No  
 Temperature: 60°

17. Maximum Working Pressure: 0 Field Test Pressure: 50 psi Type Test: Air

18. Location of Shut-Off Valves: N/A

19. Number:  Manholes 0  Other (describe) \_\_\_\_\_  
 to be located within Railroad corridor. **Manholes shall be flush with top of ground and dimensions of ancillary structures are required on drawing.**

20. Distance from manholes/other to nearest track: 110' (SW), 59' (NE) (MM)

21. Angle of Crossing: 83° Number of Tracks to be crossed: 2 HS MAY

22. **PIPE SPECIFICATIONS:**

	<b>CARRIER PIPE:</b>	<b>CASING PIPE:</b>
Material	<u>PVC</u>	<u>Steel</u>
Material Specifications & Grade	<u>ASTM D3034</u>	<u>A 36, SCH 30</u>
Minimum Yield Strength of Material PSI	<u>7,000</u>	<u>36,000</u>
Inside Diameter	<u>9.9"</u>	<u>16"</u>
Wall Thickness	<u>0.300"</u>	<u>0.375"</u>
Outside Diameter	<u>10.5"</u>	<u>16.75"</u>
Type of Seam	<u>Seamless</u>	<u>Seamless or CRW</u>
Kind of Joints	<u>Rubber Gasketed Joint</u>	<u>Welded</u>
Total Length Within Railroad R/W	<u>93' 152'</u>	<u>93' 152'</u>
Tunneling (Liner Plates)	<b>Note: Attach manufacturer's shop detail and computations that include plate thickness and gage.</b>	

Vents: Number N/A Size \_\_\_\_\_ Height above ground \_\_\_\_\_ HS MAY

Seals:  One End  Both Ends

Bury depth: Base of rail to top of casing: 19 feet 7 inches  
 Not beneath tracks: 17 feet 0 inches  
 (Below ditches) N/A feet, \_\_\_\_\_ inches

Cathodic Protection:  Yes  No Protective Coating:  Yes (Kind) \_\_\_\_\_  No

23. Method of installation: Bore & Jack (Note: Directional boring is prohibited. See specs)

24. Location of boring pits from adjacent track @ 90°: Launching Pit: 41 ft., Receiving Pit: 41 ft. (MM)

25. Temporary track support or rippapping required?  Yes  No (Describe and Detail on Drawing) HS MAY

26. Wires, poles, obstructions to be relocated?  Yes  No (Describe and Detail on Drawing)

27. Is this both a Crossing and Parallelism?  Yes  No 2, 3P-3

28. Crossing location: 730' 731' 11' feet SE (direction) from Railroad Milepost: Lou 242  
 If known: Valuation Station: OVB Sta. Lou Valuation Map Number: V82169 V23622  
 If known: Latitude/Longitude: 742.490  
 If known: Street Address of Crossing/Parallelism: \_\_\_\_\_

29. Parallelism location: Beginning: N/A feet \_\_\_\_\_ (direction) from RR Milepost: \_\_\_\_\_  
 and Ending: \_\_\_\_\_ feet \_\_\_\_\_ (direction) from RR Milepost: \_\_\_\_\_

30. Total length on Railroad R/W: 130' 152' Length Crossing: 130' 152' Length Paralleling: \_\_\_\_\_

31. Will line be entirely within a public road R/W?  Yes  No DOT/AAR Crossing No.: \_\_\_\_\_  
 \*\* If you answered yes, road name, number, and width of public right-of-way are required on drawing

32. a) Will this occupancy connect to an existing facility within Railroad corridor?  Yes  No HS MAY  
 b) If Yes, name facility owner(s): City of Hazard, Kentucky N/A

**Railroad Use Only:**

CSX-050268

Division APPALACHIAN Subdivision EASTERN KENTUCKY No. of Crossings: 1  
 Absolute No.: V23622 Valuation Section/Map No.: \_\_\_\_\_  
 Valuation Station: 7270 +60.7  
 Milepost: OVB-242.46

Roadmaster No.: R03 Contr. Type: PISWX Fiber? NO MCZ

(MM)  
4/5/06

**AGREEMENT CHECKLIST**  
**Agreement Number: CSX-055573**

Please perform the following when executing the attached instrument

X Sign the signature page in order to execute the agreement. One of the following should apply:

Execution on behalf of a CORPORATION should be accomplished by the President, Vice President or an officer authorized by Board Resolution to execute legal documents on behalf of the Corporation. (Copy of Board Authorization should be furnished for anyone signing, other than the President or Vice President) If the Corporate name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears. (Municipal Corporation, furnish copy of such Resolution.)

If Agreement is with an INDIVIDUAL, that individual should sign the Agreement exactly as the name is set out in the caption of the Agreement. If the name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears.

If the Agreement is with a PARTNERSHIP, all general members of the partnership should execute the document unless one member of the firm has been designated managing partner or expressly by the partnership to execute the Agreement. (Furnish copy of such authority.)

X The signature(s) must be WITNESSED by ONE (1) witness in the space(s) provided.

X NAME(S) and TITLE(S) of person(s) executing the agreement must be typed or printed in ink directly beneath signature(s).

X Social Security Number is required if Agreement is with an INDIVIDUAL, if Agreement is with other than an INDIVIDUAL, a Tax Identification Number is required.

X Furnish Certificate of Insurance which states "CSX Transportation, Inc. as additional insured," and contains the Agreement Number in the "Descriptions" box on the certificate, which is required under the INSURANCE Article, to Speed Code J180, 500 Water Street, Jacksonville, FL 32202. Questions regarding the insurance requirements should be directed to this office for handling.

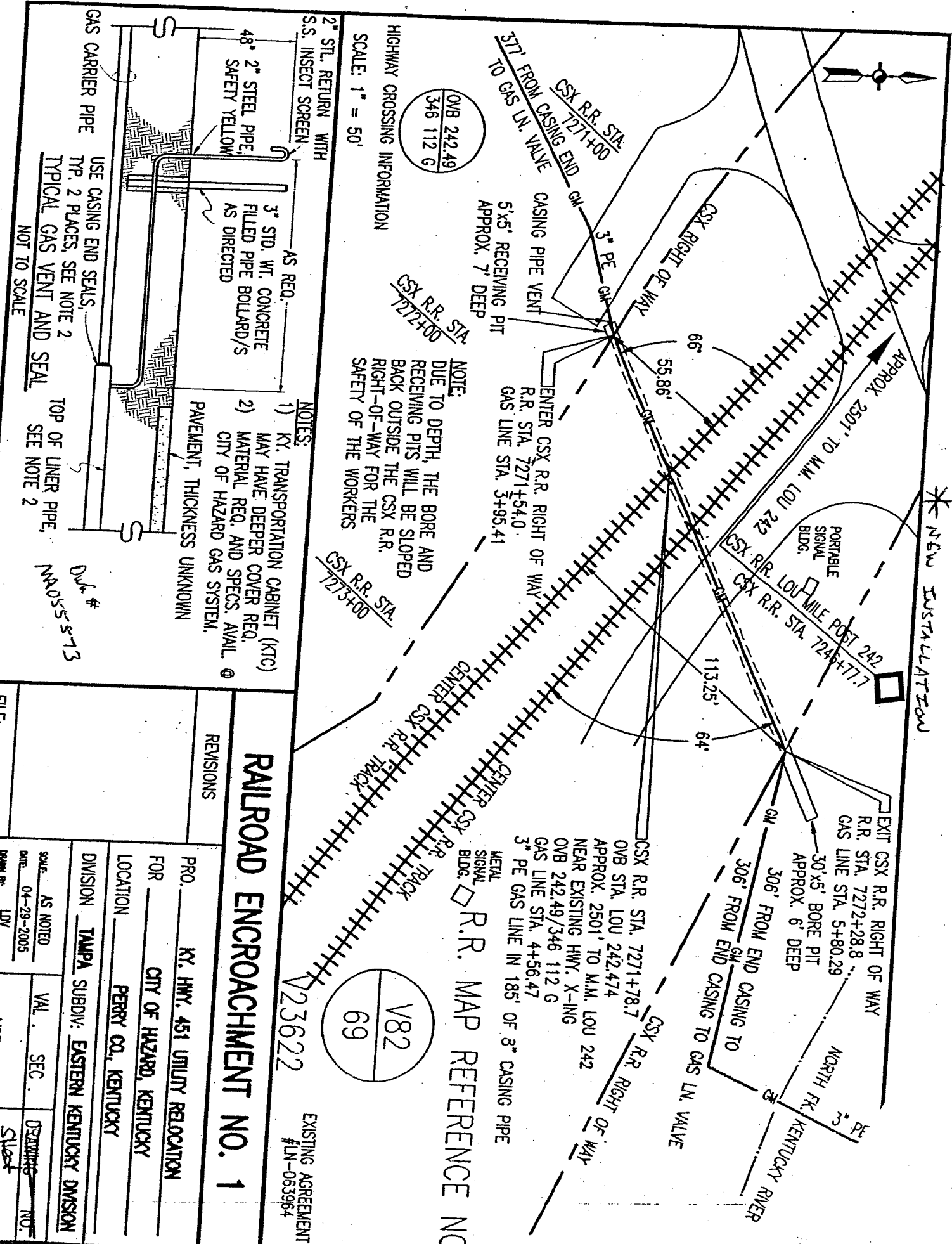
X In returning the Agreement, please furnish the following fee(s) set out in the Article(s) described within the Agreement:

One-Time License Fee (refer to FEE's Article)	\$8,000.00
Railroad Protective Liability Insurance (refer to INSURANCE Article)	* \$1,125.00
<b>TOTAL DUE</b>	<b>\$9,125.00</b>

\* If because of State Statute/Law you cannot meet the monetary coverage limits required in Section 10.1 of the Agreement, you must pay the total due listed above, which includes a 50% surcharge in the amount of \$375.00, which will be applied towards the RPL payment. If you can meet the monetary requirements of Section 10.1, you may reduce the total amount due by \$375.00. Payment of the surcharge does not waive Section 10.1, it only compensates for less than required monetary coverage. You will still need to provide insurance documentation in accordance with Section 10.1.

Do Not Return  
Agreements  
Without Insurance  
Certificate  
Pursuant to  
Insurance  
Provision





HIGHWAY CROSSING INFORMATION  
SCALE: 1" = 50'

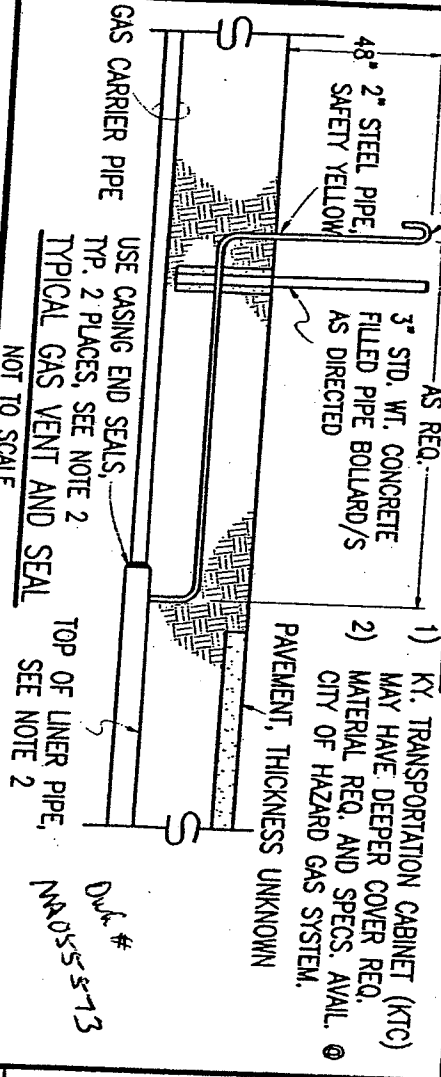
OV8 242.49  
346 112 G

OV8 242.49  
346 112 G

NOTE:  
DUE TO DEPTH, THE BORE AND RECEIVING PITS WILL BE SLOPED BACK OUTSIDE THE CSX R.R. RIGHT-OF-WAY FOR THE SAFETY OF THE WORKERS

NOTES:

- 1) KY. TRANSPORTATION CABINET (KTC) MAY HAVE DEEPER COVER REQ.
- 2) MATERIAL REQ. AND SPECS. AVAIL. CITY OF HAZARD GAS SYSTEM. PAVEMENT, THICKNESS UNKNOWN



2" STL. RETURN WITH S.S. INSECT SCREEN  
AS REQ.:

USE CASING END SEALS, TYP. 2 PLACES, SEE NOTE 2  
TYPICAL GAS VENT AND SEAL  
NOT TO SCALE

TOP OF LINER PIPE, SEE NOTE 2

# RAILROAD ENCROACHMENT NO. 1

REVISIONS

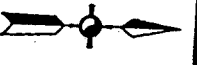
PRO. KY. HWY. 451 UTILITY RELOCATION	SCALE: AS NOTED	VAL.	SEC.	DATE: 04-29-2005	DRAWN BY: LDV	CHECKED BY: HS
FOR CITY OF HAZARD, KENTUCKY						
LOCATION PERRY CO., KENTUCKY						
DIVISION TAMPA SUBDIV. EASTERN KENTUCKY DIVISION						
EXISTING AGREEMENT #LN-053964						

R.R. MAP REFERENCE NO. V82 69

V23622

V82  
69

NEW INSTALLATION



**AGREEMENT CHECKLIST**  
**Agreement Number: CSX-050261**

Please perform the following when executing the attached instrument:

X Sign the signature page in order to execute the agreement. One of the following should apply:

Execution on behalf of a CORPORATION should be accomplished by the President, Vice President or an officer authorized by Board Resolution to execute legal documents on behalf of the Corporation. (Copy of Board Authorization should be furnished for anyone signing, other than the President or Vice President.) If the Corporate name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears. (Municipal Corporation, furnish copy of such Resolution.)

If Agreement is with an INDIVIDUAL, that individual should sign the Agreement exactly as the name is set out in the caption of the Agreement. If the name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears.

If the Agreement is with a PARTNERSHIP, all general members of the partnership should execute the document unless one member of the firm has been designated managing partner or expressly by the partnership to execute the Agreement. (Furnish copy of such authority.)

X The signature(s) must be WITNESSED by ONE (1) witness in the space(s) provided.

X NAME(S) and TITLE(S) of person(s) executing the agreement must be typed or printed in ink directly beneath signature(s).

X Social Security Number is required if Agreement is with an INDIVIDUAL, if Agreement is with other than an INDIVIDUAL, a Tax Identification Number is required.

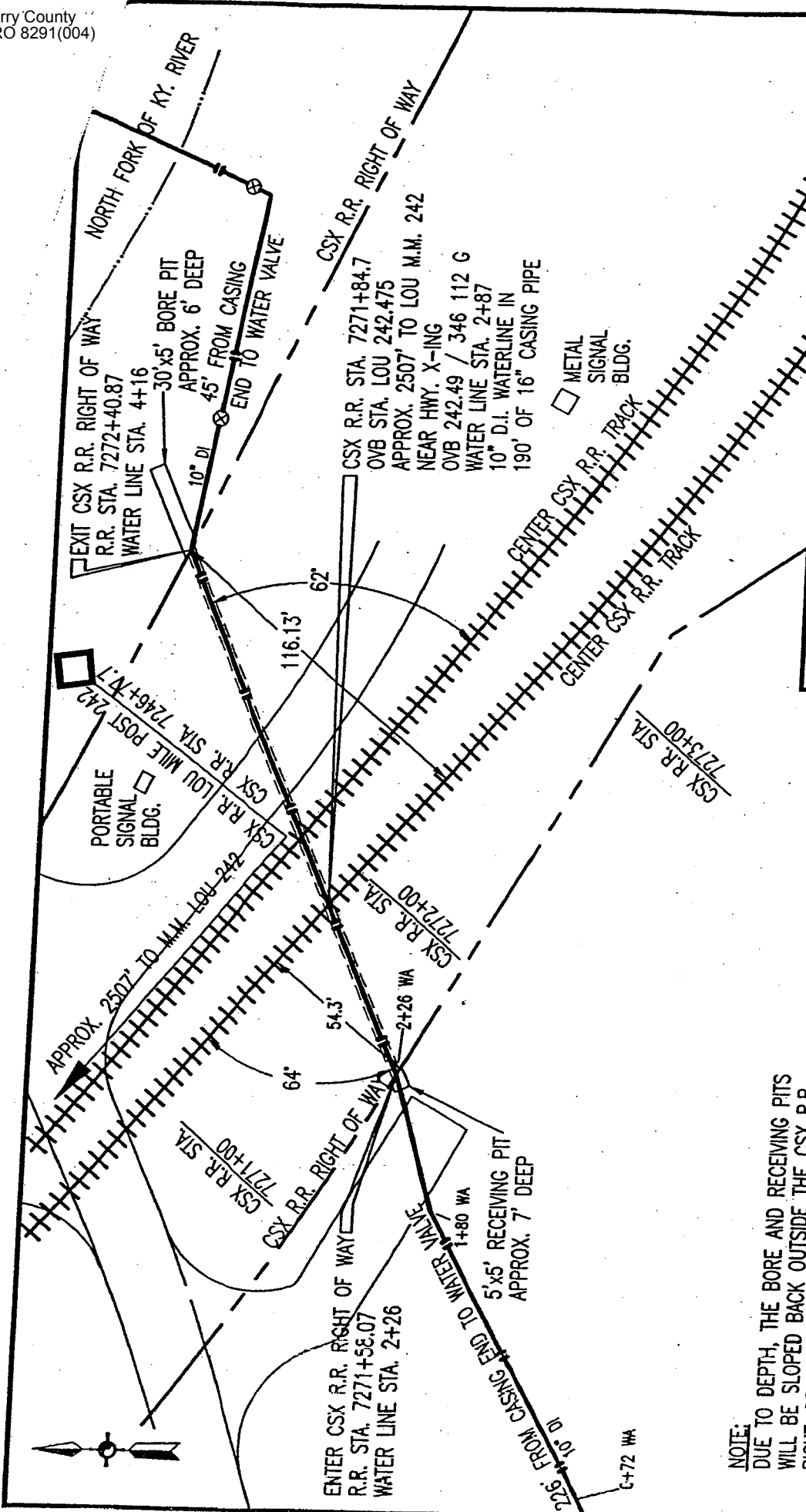
X Furnish Certificate of Insurance which states "CSX Transportation, Inc. as additional insured," and contains the Agreement Number in the "Descriptions" box on the certificate, which is required under the INSURANCE Article, to Speed Code J180, 500 Water Street, Jacksonville, FL 32202. Questions regarding the insurance requirements should be directed to this office for handling.

X In returning the Agreement, please furnish the following fee(s) set out in the Article(s) described within the Agreement:

One-Time License Fee (refer to FEE's Article)	\$4,000.00
Railroad Protective Liability Insurance (refer to INSURANCE Article)	* \$1,125.00
<b>TOTAL DUE</b>	<b>\$5,125.00</b>

\* If because of State Statute/Law you cannot meet the monetary coverage limits required in Section 10.1 of the Agreement, you must pay the total due listed above, which includes a 50% surcharge in the amount of \$375.00, which will be applied towards the RPL payment. If you can meet the monetary requirements of Section 10.1, you may reduce the total amount due by \$375.00. Payment of the surcharge does not waive Section 10.1, it only compensates for less than required monetary coverage. You will still need to provide insurance documentation in accordance with Section 10.1.

Do Not Return  
Agreements  
Without Insurance  
Certificate  
Pursuant to  
Insurance  
Provision



# RAILROAD ENCROACHMENT NO. 2

PRO. KY. HWY. 451 UTILITY RELOCATION	VAL.	SEC.	DRAWING NO.
FOR CITY OF HAZARD, KENTUCKY			SHEET
LOCATION PERRY CO., KENTUCKY			1 OF 2
DIVISION TAMPA SUBDIV: EASTERN KENTUCKY DIVISION			
SCALE: AS NOTED			
DATE: 4-29-2005			
DRAWN BY: LDV			
CHECKED BY: HS			
FILE:	V23622		

**NOTE:**  
DUE TO DEPTH, THE BORE AND RECEIVING PITS  
WILL BE SLOPED BACK OUTSIDE THE CSX R.R.  
RIGHT-OF-WAY FOR THE SAFETY OF WORKERS.

OVN 242.49  
346 112 G

V23622  
V82  
69

R.R. MAP REFERENCE NO.

HIGHWAY CROSSING INFORMATION

SCALE: 1" = 50'

Dwg. # MA050261

4/15/06

**AGREEMENT CHECKLIST**  
**Agreement Number: CSX-050268**

Please perform the following when executing the attached instrument:

X Sign the signature page in order to execute the agreement. One of the following should apply:

Execution on behalf of a CORPORATION should be accomplished by the President, Vice President or an officer authorized by Board Resolution to execute legal documents on behalf of the Corporation. (Copy of Board Authorization should be furnished for anyone signing, other than the President or Vice President.) If the Corporate name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears. (Municipal Corporation, furnish copy of such Resolution.)

If Agreement is with an INDIVIDUAL, that individual should sign the Agreement exactly as the name is set out in the caption of the Agreement. If the name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears.

If the Agreement is with a PARTNERSHIP, all general members of the partnership should execute the document unless one member of the firm has been designated managing partner or expressly by the partnership to execute the Agreement. (Furnish copy of such authority.)

X The signature(s) must be **WITNESSED** by **ONE (1) witness** in the space(s) provided.

X NAME(S) and TITLE(S) of person(s) executing the agreement must be typed or printed in ink directly beneath signature(s).

X Social Security Number is required if Agreement is with an INDIVIDUAL, if Agreement is with other than an INDIVIDUAL, a Tax Identification Number is required.

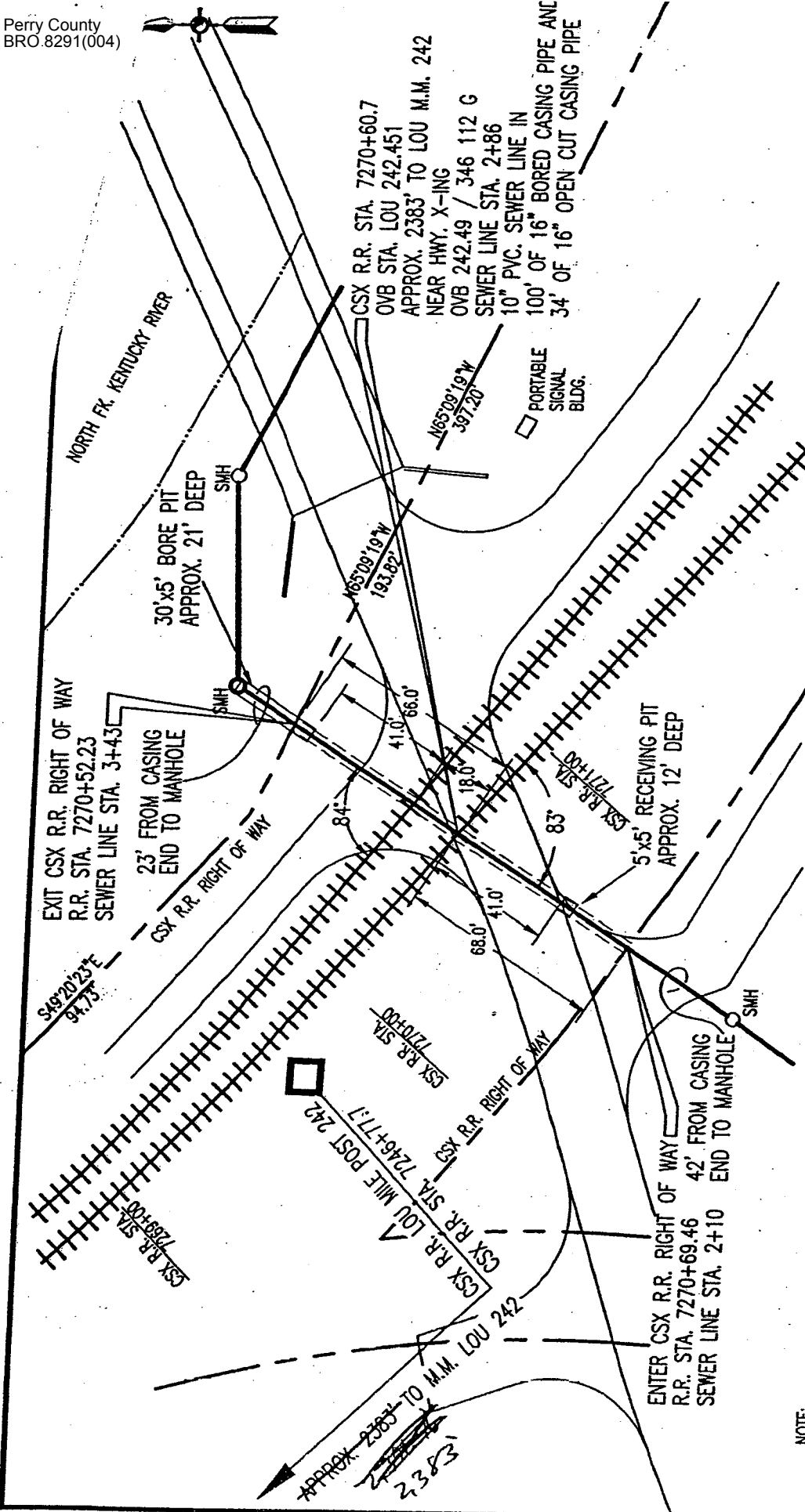
X Furnish Certificate of Insurance which states "**CSX Transportation, Inc. as additional insured,**" and contains the Agreement Number in the "Descriptions" box on the certificate, which is required under the INSURANCE Article, to Speed Code J180, 500 Water Street, Jacksonville, FL 32202. Questions regarding the insurance requirements should be directed to this office for handling.

X In returning the Agreement, please furnish the following fee(s) set out in the Article(s) described within the Agreement:

One-Time License Fee (refer to FEE's Article)	\$4,000.00
Railroad Protective Liability Insurance (refer to INSURANCE Article)	* \$1,125.00
<b>TOTAL DUE</b>	<b>\$5,125.00</b>

\* If because of State Statute/Law you cannot meet the monetary coverage limits required in Section 10.1 of the Agreement, you must pay the total due listed above, which includes a 50% surcharge in the amount of \$375.00, which will be applied towards the RPL payment. If you can meet the monetary requirements of Section 10.1, you may reduce the total amount due by \$375.00. Payment of the surcharge does not waive Section 10.1, it only compensates for less than required monetary coverage. You will still need to provide insurance documentation in accordance with Section 10.1.

Do Not Return  
Agreements  
Without Insurance  
Certificate  
Pursuant to  
Insurance  
Provision



# RAILROAD ENCROACHMENT NO. 3

PRO.	KY. HWY. 451 UTILITY RELOCATION
FOR	CITY OF HAZARD, KENTUCKY
LOCATION	PERRY CO., KENTUCKY
DIVISION	TAMPA SUBDIV: EASTERN KENTUCKY DIVISION
SCALE	AS NOTED
DATE	04-29-2005
DRAWN BY	LDV
CHECKED BY	HS
VAL.	SEC.
DRAWING NO.	Sheet 1 OF 2

V23622

Dist #  
MA 050268

4/5/06

V82 / 69

R.R. MAP REFERENCE NO.

SCALE: 1" = 50'

HIGHWAY CROSSING INFORMATION

NOTE:  
DUE TO DEPTH, THE BORE AND RECEIVING PTS WILL BE SLOPED BACK OUTSIDE THE CSX R.R. RIGHT-OF-WAY FOR THE SAFETY OF WORKERS

# Right-of-Way Certification Form

This form must be completed and submitted to FHWA with the PS&E package for federal-aid funded Interstate, Appalachia, and Mega projects. This form shall also be submitted to FHWA for **all** federal-aid projects that fall under conditions No. 2 & 3 outlined elsewhere in this form. For all other federal-aid projects, this form shall be completed and retained in the KYTC project file.

Date: August 15, 2007 **RE-CERTIFICATION**

Project Name: Home Lumber Bridge  
Project #: FD52-C097-6957001R  
County: Perry I  
Item #: 10-1060.00 Federal #: BRO-8291-(002)-R  
Letting Date: August 24, 2007

## Projects that require **NO** new or additional right-of-way acquisitions and/or relocations

- The proposed transportation improvement will be built within the existing rights-of-way and there are no properties to be acquired, individuals and families ("relocatees") to be relocated, or improvements to be removed as a part of this project.

## Projects that require new or additional right-of-way acquisitions and/or relocations

- Per 23 CFR 635.309, the KYTC hereby certify that all relocatees have been relocated to decent, safe, and sanitary housing or that KYTC has made available to relocatees adequate replacement housing in accordance with the provisions of the current FHWA directive(s) covering the administration of the Highway Relocation Assistance Program **and** that at least one of the following three conditions has been met. **(Check those that apply.)**
- 1. All necessary rights-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 these improvements and enter on all land. **Fair market value has been paid or deposited with the court.**
- 2. Although all necessary rights-of-way have not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Trial or appeal of some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish these improvements. **Fair market value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to start of construction. (See note.)**

**Note:** The KYTC shall re-submit a right-of-way certification form for this project prior to the start of construction, verifying that fair market value for all parcels has been paid or deposited with the court.

## Right-of-Way Certification Form


3. The acquisition or right of occupancy and use of a **few** remaining parcels are not complete and/or some parcels still have occupants. However, all remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. The KYTC is hereby requesting authorization to advertise this project for bids and to proceed with physical construction even though the necessary rights-of-way will not be fully acquired, and/or some occupants will not be relocated, and/or the fair marked value will not be paid or deposited with the court for some parcels at the start of construction. KYTC will fully meet all the requirements outlined in 23 CFR 309(c)(3) and 49 CFR 102(j) and will expedite completion of all acquisitions, relocations, and full payments after construction starts. A full explanation and reason for this request, including identification of each such parcel and dates on which acquisitions, payments, and relocations will be completed, is attached to this certification form for FHWA consideration of approval. **(See note.)**

**Note:** The KYTC may request authorization on this basis only in unique and unusual circumstances. Proceeding to construction of projects on this basis shall be the exception and never become the rule. In all FHWA-approved cases, the KYTC shall make extraordinary efforts to expedite completion of the acquisition, payment for all affected parcels, and the relocation of all relocatees promptly after start of construction.

**What is the status of the Type #3 parcel 23?**

Approved: Bruce K. Napier \_\_\_\_\_ 8/15/2007 \_\_\_\_\_ Right-of-Way Supervisor  
Printed Name Signature

Approved: Paul McCauley 8/16/2007 \_\_\_\_\_ KYTC, Director of ROW & Utilities  
Printed Name Signature

Approved:  8/17/07 \_\_\_\_\_ FHWA, Right-of-Way Officer  
Printed Name Signature

## Right-of-Way Certification Form

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

Project Name: Home Lumber Bridge  
 Project #: 1200-D625-10-FD52-6957001R County: Perry  
 Item #: 10-1060.00 Federal #: BRO-821-(002)  
 Letting Date: August 24, 2007

This project has 14 total number of parcels to be acquired, and 0 total number of individuals or families to be relocated, as well as 3 total number of businesses to be relocated.

- 13 Parcels were acquired by a signed fee simple deed and fair market value has been paid
- 1 Parcels have been acquired by IOJ through condemnation and fair market value has been deposited with the court
- \_\_\_\_\_ Parcels have not been acquired at this time (*explain below for each parcel*)
- \_\_\_\_\_ Parcels have been acquired or have a "right of entry" but fair market value has not been paid or has not been deposited with the court (*explain below for each parcel*)
- \_\_\_\_\_ Relocatees have not been relocated from parcels \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (*explain below for each parcel*)

Parcel #	Name/Station	Explanation for delayed acquisition, delayed relocation, or delayed payment of fair market value	Proposed date of payment or of relocation
017	Johnson Heirs	Unknown heirs	8/10/07- IOJ OBTAINED
09	Holcomb Shoe Store	Relocated	7/11/05
13	Fastlane Tobacco	Relocated	4/30/2007
14 M	Debra Hall	Relocated ( Hazard Quick Copy)	4/24/2006

There are 0 billboards and/or 0 cemeteries involved on this project.

There are 0 water or monitoring wells on parcels \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_. All have been acquired and are the responsibility of the project contractor to close/cap.



**UTILITY NOTES TO BE INCLUDED IN THE PROPOSAL  
SPECIAL NOTES FOR UTILITY CLEARANCE  
IMPACT ON CONSTRUCTION**

PERRY COUNTY, BRO 8291 (003)  
FD52 097 69570 01 U  
Hazard-Chavies Road (KY 451)  
Item No. 10-1060.00

The following utility companies have facilities to be relocated and/or adjusted on subject Project.

**Kentucky Power (A.E.P.)** – The Electric Company anticipates the completion of their work by the April 20, 2007 letting date.

**Windstream (Alltel)** - The Telephone Company anticipates the completion of their work by the April 20, 2007 letting date.

**Hazard TV** – The Television Company has completed the relocation of their facilities.

**City of Hazard** – The City’s water, sewer and gas facilities will be included in the roadway contract.

**CSX** - The Railroad Company will work concurrently with road contractor with flaggers when work has the potential to disrupt railroad traffic.

**PROTECTION OF UTILITIES**

The location of utilities provided in the contract document has been furnished by the facility owners and/or by reviewing record drawing and may not be accurate. It will be the roadway contractor’s responsibility to locate utilities before excavating by calling the various utility owners and by examining any supplemental information supplied by the Cabinet. If necessary, the roadway contractor shall determine the exact location and elevation of utilities by hand digging to expose utilities before excavating in the area of a utility. The cost for repair and any other associated costs for any damage to utilities caused by the roadway contractor’s operations shall be borne by the roadway contractor.

The Contractor is advised to contact BUD on-call system; however, the Contractor should be aware that owners of underground facilities are not required to be members of the BUD one-call system. It may be necessary for the Contractor to contact the County Court Clerk to determine what utility companies have facilities in the project area.

4/3/07

TECHNICAL SPECIFICATIONS  
FOR CONSTRUCTION OF  
HAZARD-CHAVIES ROAD (KY 451)  
BRIDGE  
WATER, SEWER, AND GAS  
UTILITY RELOCATION  
FD52 097 69570 01 U  
ITEM NO. 10-1060.00  
HAZARD, PERRY COUNTY, KY  
FOR THE  
KENTUCKY TRANSPORTATION  
CABINET  
AND  
CITY OF HAZARD, KENTUCKY

APRIL 2005

H. A. Spalding Engineers, Inc.  
651 Skyline Drive  
Hazard, Kentucky 41701-1664

**WATER, SEWER, AND GAS UTILITY RELOCATION**

FD52 097 69570 01 U

ITEM NO. 10-1060.00

KY 451 BRIDGE (HOME LUMBER BRIDGE)

HAZARD, PERRY COUNTY, KENTUCKY

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# **TECHNICAL SPECIFICATIONS** **HAZARD-CHAVIES RD. (KY 451) BRIDGE** **WATER, SEWER, AND GAS UTILITY RELOCATION**

## **1.0 DESCRIPTION AND SEQUENCE OF WORK**

### **1.1 Description, Gas Utility Relocation**

The following description is the construction for the Gas Line Utility Relocation portion of the Plans. This description is not all inclusive and does not consider sequence and maintenance of service which are discussed in following sections of these Specifications.

The Contractor shall begin by tying to an existing 3" PE gas main (see "Sequence"), placing a 3" gas valve and beginning new 3" PE gas pipe. Continue laying 3" PE gas pipe, paralleling the new 10" water line as detailed. Cross the railroad, using liner pipe and vents, and valving, as detailed on the plans. At Station 7+58 GA retie the existing gas service as detailed. The Contractor shall directionally bore the gas line river crossing to a minimum cover of 30". Plastic coated steel shall not be used in lieu of the above stated alternates. At Station 9+27 GA, set the valving as shown, and continue 3" PE in both directions. Where shown at Station 2+08 GB set a 3" valve and box and make the retie to the existing 3" gas. Reverting back to Station 9+27 GA continue with 3" PE until reaching Station 10+77 GA. At this point continue 3" PE as shown in both directions and then set the 3" valve and boxes as shown and make the final ties to the existing 3" PE lines as shown. This completes the gas line relocation portion of the project. The Contractor **shall review the maintenance of service requirements** in the "Sequence" portion of these specifications.

### **1.2 Description, Water Utility Relocation**

At Station 0+00 WA, tie new 10" D.I. waterline to the existing 10" C.I. and place a new 10" valve and box as shown. Continue running 10" D.I. until reaching Station 0+65 where the work required for a new water meter set will be completed. This work for the water set will require discovery of the existing service line location. Continue running 10" D.I. as shown, paralleling the new 3" PE gas pipe as detailed. At the location shown provide the work necessary to retie the commercial building as detailed. As detailed on the drawings complete the liner pipe crossings of the railroad. At the point shown on the drawings, set a 10 x 6 MJT, 10" valve and box, 6" valve and box, and retie the existing 6" PVC line as detailed. At the point shown on the drawings, set a 10" valve and box for river crossing isolation. At the location shown on the drawings, begin 10" D.I. ball joint river crossing pipe. At this point set a one cubic yard concrete anchor for the river crossing. At the point shown on the drawings, end the 10" D.I. ball joint river crossing pipe and set another one cubic yard anchor. At the location shown on the drawings, set a 10" valve and box and large river test station as detailed. Continuing running 10" D.I. until reaching the point shown on the drawings where you shall begin

running 12" D.I. in two directions. Where shown, set one 10" valve and box and one 12" valve and box. From this point continue running 12" D.I. to the East until reaching the point where you shall tie back into an existing 12" PVC pipe. At this point set a 12" valve and box. Reverting back to the noted split, continue running 12" D.I. as detailed until reaching the point shown where you will tie to an existing 10" C.I. At this point make the ties as shown, placing the valves as detailed, and beginning new 8" D.I. to the West. At Station 2+40 WB, set a 8 x 6 MJT, 6" valve and box, 34 feet of 6" D.I., and standard fire hydrant. Reverting back to the noted tee, continue running 8" D.I. pipe until reaching Station 2+79 WB where you shall tie into an existing 8" C.I. Where shown, set the 8" valve and box. This completes the water portion of this utility relocation. The Contractor **shall thoroughly review the "Sequence" of construction and the maintenance of service requirements.**

### 1.3 Description, Sanitary Sewer Utility Relocation

Begin the sanitary sewer relocation by placing a new manhole in an existing 10" PVC sewer line as shown. From this point begin new 10" PVC, placing the manhole and liner pipe under the railroad as shown till reaching a new manhole near an existing lift station. At this point set a new drop manhole as indicated. Make the retie to the existing wet well as indicated. On the discharge side of the valve vault make the new force main crossing, utilizing 3" PE directionally bored. Reverting back to the new manhole near the lift station, begin construction of new 8" PVC sanitary sewer as shown. Place the manhole as shown on Line B including a new manhole in an existing 6" V.C. pipe. Complete the 4" lateral and service retie as shown on the drawings for Line B. On the North side of the river, construct the 8" sanitary sewer Line C as detailed on the drawings including all of the manholes and reties to an existing 8" V.C. pipe and 27" PVC pipe. At the 27" pipe, bypass pumping will be required as this tie is being made. The Contractor should carefully review the "Sequence" of construction and maintenance of service requirements for the sanitary sewer in other sections of these specifications.

### 1.4 Sequence of Construction and Maintenance of Service, Gas

The existing 3" PE gas line that traverses the entire length of the project is a critical feed line for the City of Hazard gas system. This line cannot be out of service for even minutes without causing significant hardship and problems for many residential customers and a host of commercial customers. To construct this new line, the Contractor shall first construct all of the line between Station 0+00 GA to near Station 10+77 GA including all valves. Also construct all of Line GB including all valves. Also construct between Station 10+77 and Station 11+32 GA including the valves. **Do not make any ties.** This line shall be pressure checked and made ready to be put into service before any further work. After all lines are ready to be put into service, and before making any ties, complete the bypass piping as detailed on the plans at Station 0+00 GA, near Station 10+77 GA, and at Station 2+08 GB. **Do not complete all of these bypass operations at one time.** In other words, do these bypasses singly, have open and in service before proceeding to the next bypass operation. After all bypasses

are in service and operating, pinch the main line twice between the bypass tees and install a new fused tee and new valve. When appropriate put this new line into service. After this operation is complete shut off the bypass valves and plug these bypasses at the tapping tee. Also, when directed by the Engineer, cap the old line in the appropriate location.

#### 1.5 Sequence of Construction and Maintenance of Service, Water

The 10" and 12" water line that traverses the whole of the project is also a critical element of the City of Hazard water system. This pipe provides the ultimate service to over 1,000 commercial and residential customers. The "Sequence" of construction as follows shall be strictly adhered to in order to minimize down time. Construct all lines, including valves, between Station 0+00 WA and Station 10+06 WA. Do not make any tie-ins. Pressure test, disinfect, and have passing bac-t's before proceeding. Once line is ready to be put into service contact the City of Hazard twenty-four hours prior to the time of making tie-ins at Station 0+00 WA and Station 10+06 WA. Make these two tie-ins and put this new line into service. When appropriate complete the two existing service tie-ins. When directed by the Engineer, make the tie-in at Station 5+06 WA. When directed by the Engineer, discover the precise location of the existing 10" C.I. Pipe near Station 0+52 WB. Construct the majority of the WB Line with the exception of the tie-in. When directed by the Engineer, make the tie-ins for Line WB.

#### 1.6 Sequence of Construction and Maintenance of Service, Sanitary Sewer

Sequence of construction for the sanitary sewer is not as critical as that required for gas and water. Any sequence of construction which minimizes down time and limits to the best degree difficulties for the traveling public is suitable. The Contractor shall not pollute the waters of the Commonwealth and **will be required to bypass pump** in locations from manhole to manhole by plugging with inflatable plug/s at upstream and possibly downstream manholes.

## 2.0 **SPECIAL NOTES**

- A. Contractors must have personnel adequately trained and certified for installation of fusion welded Polyethylene Gas Pipe. Contractor shall also have personnel and be adequately trained for welding and other work associated with steel liner pipe. Contractor shall have personnel and adequately qualified per Code of Federal Regulations 49 CFR 192.283 and 192.285. These specifications are included by reference herein.
- B. All fittings used on PE gas lines are to be Socket Type, fusion weld. Unless noted, all water line fittings shall be Mechanical Joint equipped with grip rings on all branches.
- C. Liner Pipes shall be installed at the grades shown on the Drawings.
- D. All crushed stone for bedding and backfill as directed by the Engineer is considered incidental to other areas of the work.
- E. All concrete on gas line, water line, and sewer line, including the thrust blocks, is a pay item if its use is directed by the Engineer. This will be paid as General Concrete.
- F. Contractors should note that all non metallic lines including all plastic gas lines, all plastic water lines, and all sanitary sewer laterals shall be laid with #12 copper tracer wire. No other substitutes will be accepted such as smaller ga. wire or marking tapes. Also note that the wire shall be looped into valve boxes and be continuous (by twisting or soldering for good contact) for subsequent location activities by the City of Hazard. Note that the loop allows the City to connect impressed voltages for location purposes.
- G. The Contractor should note the gas line requirements as shown on the Drawings concerning documents which outline complete gas line construction specification. The Contractor in accepting any portion of this bid is presumed to be familiar with these requirements. The project will be constructed in accordance with those requirements. These requirements specifically include the GUIDANCE MANUAL FOR OPERATORS OF SMALL GAS SYSTEMS, USDOT, 1991, and Code of Federal Regulations (49CFR Parts 190-199).
- H. Contractor is responsible for contact with Mr. Mike Keith, City of Hazard Gas Utilities, before any gas line construction, 438-1498. Contractor is responsible for contact with Mr. Bobby Holland, City of Hazard Water Utilities, before any water line construction, 438-1082. Contractor is responsible for contact with Mr. Carlos Combs, City of Hazard Superintendent, before any sanitary sewer line construction, 438-1123.
- I. Valve collars are required at all gas and water valves. The cost of the valve collars is included in your bid price for valves.
- J. The final precise location of all gas and water lines is the responsibility of the Contractor. The Contractor shall be the final judge of the suitability of installing a line in the location shown on the Plans. The plans serve as a guide to the final line location. The Contractor, because of his extensive knowledge obtained from field work, is highly capable of determining better line locations based on field conditions. Determination of field suitability of laying the line where shown on the Plans is the responsibility of the Contractor. The Contractor, in accepting any



portion of this Contract, assumes the responsibility as noted above. The Contractor shall pay special attention to the vertical location of his new lines. Extra cover in certain areas may be required due to subsequent construction activities. The Contractor shall use common sense and his knowledge of this highway work required for vertical location. The warranty period for any gas, water, and sanitary sewer portion shall begin one (1) year after the Contractor has completed all of his work including final backslopes in a particular area.

- K. All "TIES" are bid items including all necessary materials required to make the same.
- L. Contractor shall install all liner pipes and vents at depths which will insure protection from his work and lack of conflict with final and temporary roadway requirements.
- M. In any gas, water, or sanitary sewer line areas which require Class II or Class III Stone backfill, adequate earth cover of a minimum of 2 feet shall be installed over the pipes to provide a cushion from the stone. If he considers it in his best interest, the Contractor may use additional earth cover.
- N. Gas and water line markers shall be used at the locations designated on the plans. Gas and water line markers are paid at their unit price.
- O. The Contractor is responsible for preparation of "marked up drawings" which show the final As-Built locations of all gas, water, sanitary sewer facilities. These drawings shall be delivered to the office of the Utility Relocation Engineer when the facilities are complete.
- P. Shop Drawing submission to the Utility Relocation Engineer is required of the Contractor. Items which require Shop Drawing approval include (but may not be limited to):

Gas line main	Water line main	Sewer line main
Gas service line	Water valve & boxes	Manholes
Tapping tees	Air release valves	Force main
Gas valves	River test station	
Gas valve boxes	Meters	
Liner/vent pipe	Water line markers	
Gas line markers		

The Utility Relocation Engineer's address is:

H. A. Spalding Engineers, Inc.  
651 Skyline Drive  
Hazard, KY 41701-1664  
(606) 436-2151  
Project Engineer, Hank A. Spaulding

Submission shall be complete and shall be in an adequate number to allow the Engineer to keep two (2) complete sets while allowing the Contractor any required sets for his use.

### **3.0 INSTALLATION**

Trenching - Trenching shall be done in a true straight line at all times and fittings shall be used only at the direction of the RESIDENT ENGINEER.

Trenching shall include all clearing and grubbing, including all weeds, briars, trees, and stumps encountered in the trenching. The CONTRACTOR shall dispose of any such material by burning, burial, or hauling away, at no extra cost to the OWNER. Shrubs, hedges, and small trees (3" in dia.) shall be removed and replanted, at no extra cost to the OWNER. Trenching also includes such items as street, road, sidewalk, pipe and small creek crossings; cutting, moving, or repairing damage to fences, poles, or gates and other surface structures, regardless of whether shown on the Plans.

All material encountered in excavation shall be Unclassified. In areas where rock is encountered, a min. of 6" of gravel shall be placed in the bottom of the trench before installation of the pipe. No extra payment will be made for the installation of the gravel. The price for the pipe in place shall also include hauling off of all excavated material.

The CONTRACTOR shall determine, as far as possible in advance, the location of all existing sewer, culvert, drain, water, electric, and gas pipes and other subsurface structures and avoid disturbing same in opening his trenches. In case of sewer, water, and gas services, and other facilities easily damaged by machine trenching, same shall be uncovered without damage ahead of trenching, and restored immediately after trenching machine has passed, without extra cost to the OWNER. The CONTRACTOR shall protect such existing facilities, including power and telephone poles and guy wires, against danger or damage due to settlement of his backfill. It shall be the responsibility of the CONTRACTOR to inform customers of utilities of disruption of service as soon as it is known that it has or will be cut off.

The CONTRACTOR shall at all times during trenching operations on the streets, carry a stock of pipe and fittings likely to be needed for replacement of pipe to facilitate immediate repair.

Construction equipment will not be approved for use where treads are injurious to paving encountered. Curbs, sidewalks, and other structures shall be protected by the CONTRACTOR from damage by his construction equipment.

In case of damage to any existing structures, repair and restoration shall be made at once and backfill shall not be replaced until this is done. In all cases, restoration and repair shall be such that the damaged structure will be in as good condition and serve its purpose as completely as before and such restoration and repair shall be done without extra charge, except as set forth under the provisions of the General Conditions. Where there is the possibility of damage to existing utility lines by trenching machine, the ENGINEER may order hand search excavation ahead of machine trenching to uncover same, at no extra cost to the OWNER.

All trenches must be dug neatly to lines. Hand trenching may be required by the ENGINEER, at no extra payment, where undue damage would be caused to existing structures and facilities by machine trenching. Trenches in earth shall be dug to just above grade by machine and shall be finished down to grade by hand, unless otherwise specified.

Where trenching is cut through paving, which does not crumble on edges, trench edge shall be cut to at least two (2") inches deep to straight and neat edges before excavation is started, and care taken to preserve edge to facilitate neat repaving as shown on the Drawings.

All excavation shall be open trenches, except where otherwise called for on the Plans or by special permission of the ENGINEER, for boring or jacking under railroads, sidewalks, and the highway.

When working along the highway the CONTRACTOR shall furnish, install and maintain necessary signs, lights or other warning devices as prescribed by the Kentucky Department of Transportation and shall furnish and employ sufficient flagmen to direct traffic in the construction area all as directed by the Department of Transportation. All signs, devices, flagmen, etc. shall be as prescribed in the "Manual on Uniform Traffic Control Devices, Part VI," latest revision.

The CONTRACTOR shall so coordinate his work as to produce a minimum of interference with normal traffic on highways and streets. He may, with the approval of the ENGINEER and governing agency, close a street to traffic for such length of time considered necessary by the ENGINEER, provided persons occupying property abutting the streets have an alternate route of access to the property which is suitable for their needs during the time closure. It shall be the responsibility of the CONTRACTOR to give 24 hours advance notice to Fire and Police Departments and to occupants of a street which will be closed in a manner approved by the ENGINEER.

The opening of more than 500 feet of trench ahead of the pipe laying and more than 500 feet of open ditch left behind pipe laying before backfilling, will not be permitted except upon written consent of the OWNER. No trench shall be left open or work stopped on same for a considerable length of time. If such is necessary, trench shall be refilled according to backfill specifications.

In crossing a road or street a temporary bridge must be placed over the excavation if traffic conditions require its use before backfilling. Where required or when directed by the ENGINEER, road or street crossings will be limited to one-half of travel width before placing temporary bridge over the excavated side. Whenever trenching is performed on public ways, the CONTRACTOR shall furnish and maintain barricades, lanterns, warning sign and signals as far as one block ahead or at locations directed by the governing agency as required for public safety. All such necessary bridges, barricades, lanterns, signs and signals shall be provided by and at the expense of the CONTRACTOR. The CONTRACTOR shall maintain road crossings in a passable condition for traffic until the final acceptance of the work at no cost to the OWNER.

Where pipelines run through wooded terrain, cutting of trees within limits of maximum permissible trench width, as set forth in this article, will be permitted. However, cutting of additional trees on sides of trench to accommodate operation of trenching machine will not be permitted. The CONTRACTOR shall obtain specific permission of the OWNER before cutting any tree larger than four (4") inches in diameter.

Sheeting and shoring of trench will be required of this CONTRACTOR where necessary to protect life, property, or any structure from damage or to maintain maximum permissible trench widths at top of pipe. Sheeting, sheet piling, trench jacks, braces, shores, and stringers shall be used to hold trench walls. These shall be withdrawn as the trenches are being backfilled, after backfill has been placed over pipe at least 18". If their removal, before backfill is completed to surface, endangers adjacent structures such as pipelines, street paving, sidewalk and buildings, then they shall be left in place until such danger has passed and then pulled if possible. Voids caused by sheeting withdrawal shall be backfilled and tamped with thin rammers designed for the purpose so as not to form an obstruction at the ground level. Dewatering of the trenches shall be considered a part of trenching at no extra cost to the OWNER. Dewatering of trenches shall include ground water and storm or sanitary sewage. Suitable pumping and other dewatering equipment is to be provided by the CONTRACTOR to insure the installation of the pipeline structure in a dewatered trench and under the proper conditions. Dewatering shall include all practical means available for prevention of surface runoff into trenches and scouring against newly laid pipe.

Piles of excavated material shall be trenched or temporarily piped to prevent, as far as practical, blockage of drainage ditches and gutters and resultant water carriage of excavated materials over street surfaces.

Where subgrade of trench has insufficient stability to support the pipeline and hold it to its original grade, the ENGINEER may order stabilization by various means. Exclusive of dewatering normally required for construction and instability caused by neglect of the CONTRACTOR, it shall be paid for at unit prices set up in the Contract such as extra excavation, crushed rock for pipe bedding, concrete cradle, or piling.

The location of pipe and their appurtenances, as shown, are those intended for the final construction. However, conditions may present themselves before construction of any line is started, that would indicate desirable changes in location. Also, development of property traversed may require location changes. In such cases, the OWNER reserves that right to make reasonable changes in line and structure location without extra cost except as may be determined by the application of the unit prices bid to the quantities actually involved. The OWNER is under no obligation to locate pipelines, so they may be excavated by machine.

The work of uncovering and backfilling required for locating existing sewers, waterlines and other existing facilities for connection of improvements, or avoidance in location of

proposed pipeline, where such uncovering and backfilling is not within trench for improvements, shall be at the CONTRACTOR's expense.

The CONTRACTOR will be required to test all waterlines and appurtenances with water at 150 lbs. per square inch before backfilling. Backfilling before testing will be allowed at the discretion of the ENGINEER at points where danger to the public, or other hazards, demand that such be done immediately after pipe is laid. All leakage apparent after testing must be repaired before backfilling.

#### Backfilling Trenches:

Backfilling must be started as soon as practicable after pipe has been laid. Packing of earth across and around pipe at six (6') foot intervals and between joints shall be the usual procedure as the laying proceeds. This is in order to avoid danger of misalignment from slide, flooding or other causes. The ENGINEER shall be given a maximum of 24 hours for inspection before backfilling. Only earth, or rock less than 2-1/2" size, shall be used as backfill materials up to six (6") inches above top of pipe. No stones or other hard or heavy substances may be thrown directly upon the pipes or into the trench until the above named cover of earth is obtained. Above the 6 or 12 inches above pipe, rock may be used in the backfill to an extent not greater than one-half of the total backfill materials used. If additional earth is required, it must be obtained and placed by the CONTRACTOR. Filling with rock and earth shall proceed simultaneously in order that all voids in the rock may be filled with earth. Where noted on the Plans and within the shoulder of the Kentucky Highways, the CONTRACTOR shall backfill to finish highway grade with DGA. The DGA shall be tamped in six (6") inch layers in accordance with Department of Transportation Specifications. In these areas (if any) DGA will be a pay item. All material hauled away shall be placed at no cost and at a location specified by the ENGINEERS.

No extra charge shall be made for supplying outside materials for backfill or removing excess excavation material from the site of the work.

Extra cost of compaction of backfill on street and driveway crossings and tunnels shall be included in price bid for trenching and backfilling and tunnelling.

Where highway slopes, thin grass, or cover crops are destroyed by trenching, laying, or backfilling operations, and access to them, surface shall be prepared by disking, fertilizing 5 lbs. of 5-10-5 or 6-8-6 per 1,000 square feet and seeding 21 lbs. of Italian Rye Grass per 1,000 square feet, light harrowing, then reseeding with crop destroyed or one part Red Top, three parts certified Kentucky Bluegrass seed mixed together at the rate of 2 lbs. per 1,000 square feet of surface. This shall be included in the price for trenching and backfilling. Requirement of the Department of Transportation, Bureau of Highways, for reseeding shall take precedence over these specifications.

### Cleaning Up and Repairing Damage:

The Contract will not be considered complete until all construction structures and equipment and rubbish from construction are cleaned from the site of the work.

All damage to existing grounds and structures caused by construction operations must be repaired or the OWNER compensated for such damage before contract will be considered complete. This does not include replacement of sod, but does include required shaping of ground for sodding or planting of grass and the removal and disposition of all rock from blasting three (3") inches or over in size.

### Hauling and Storage:

The CONTRACTOR will be required to deliver all pipe, fittings, valves and valve boxes and other materials and place same as and where required for laying.

Care must be exercised in the handling of all materials and equipment and the CONTRACTOR will be held responsible for all breakage or damage to same caused by his workmen, agents of appliances for handling or moving. Pipes and other castings shall in no case be thrown or dropped from cars, trucks, or wagons to the ground but same shall be lowered gently and not allowed to roll against or strike other castings and unyielding objects violently. Pipe and special castings may be distributed at places that will not interfere with other building operations as unloaded or yard and distributed as required, as the CONTRACTOR may elect.

Valves, valve boxes, jointing materials, meter box covers, castings, fabricated metal, reinforced steel, etc. shall be yarded or housed in some convenient location by the CONTRACTOR and delivered on the ground, as required.

The cost of all hauling, handling, and storage shall be included in the price bid for equipment and materials in place.

The OWNER takes no risk or responsibility for fire, theft, flood, or damage until after the final acceptance of the work.

### Testing of Lines, Gas:

On all projects involving the installation of gas pipelines the finished work shall comply with the provisions listed below, or similar requirements which will insure equal or better results.

..a. All gas mains shall be given a pressure test to three (3) times the design pressure.

..b. Where practicable, gas pipelines shall be tested between line valves or plugs in lengths of not more than 1500 feet.

..c. Duration of test shall be determined by volumetric content of test section and instrumentation in order to ensure discovery of all potentially hazardous leaks per TITLE 49, CFR.

..d. Where leaks are evident they shall be repaired immediately.

..e. All pipe, fittings and other materials found to be defective under test shall be removed and replaced.

..f. Lines which fail to meet tests shall be repaired and retested as necessary until test requirements are complied with.

..g. The CONTRACTOR shall furnish all necessary equipment, including recording gauge and clock used during leakage test and recording pressure charts during duration of test. Recording pressure charts shall remain the property of the ENGINEER at conclusion of test.

..h. All gas lines shall be pressure tested in strict accordance with U.S.D.O.T. 49 CFR 192.509 for steel lines and 192.513-C for plastic lines. The Contractor may test the steel line prior to installation and connection with the plastic line. After connection the entire system shall be pressure tested to 100 psi (for three (3) times design pressure) as per 192.513-C. A recording pressure gauge shall be used and pressure charts shall be furnished to the Owner at the completion of the testing and shall be retained for permanent record.

#### Testing of Lines, Water:

On all projects involving the installation of water pipeline, the finished work shall comply with the provisions listed below, or similar requirements which will insure equal or better results.

..a. All water mains shall be given a hydrostatic test to 150 psi, under which leakage shall not exceed the limits established in Section 4 of AWWA Standard Specifications C600.

..b. Where practicable, pipelines shall be tested between line valves or plugs in lengths of not more than 1500 feet.

..c. Duration of test shall be not less than two hours.

..d. Where leaks are evident on the surface where joints are covered, the joints shall be recaulked, repoured, bolts retightened or relaid, and leakage minimized regardless of total leakage as shown by test.

..e. All pipe, fittings and other materials found to be defective under test shall be removed and replaced.

..f. Lines which fail to meet tests shall be repaired and retested as necessary until test requirements are complied with.

..g. The CONTRACTOR shall furnish a recording gauge and clock used during leakage test and recording pressure charts during duration of test. Recording pressure charts shall remain the property of the ENGINEER at conclusion of test.

The new potable waterlines shall not be placed in service, either temporarily or permanently, until they have been thoroughly disinfected in accordance with the following requirements and to the satisfaction of the ENGINEER.

After testing, a solution of hypochlorite using HTH, or equal, shall be introduced into the section of the line being disinfected sufficient to insure a chlorine dosage of at least 50 ppm in the main. While the solution is being applied the water should be allowed to escape at the ends of the line until tests indicate that a dosage of at least 50 ppm has been obtained throughout the pipe. Open and close all valves and cocks while chlorinating agent is in the piping system. The Chlorinated water shall be allowed to remain in the pipe for 24 hours, after which a residual of at least 25 ppm shall be obtained. The disinfection shall be repeated until 25 ppm is obtained, after which time the main shall be thoroughly flushed until the residual chlorine content is not greater than 1.0 ppm.

Following disinfection of the line, bacteriological samples shall be collected and analyzed in accordance with the requirements of Kentucky Department of Natural Resources and Environmental Protection. When the samples have been approved, the new line then may be connected to the system.

#### Laying Non-Pressure (Sewer) Pipe – General

##### A. General

1. All pipe shall be tested for uniform diameter, straightness and defects before laying and rejected pipe shall be removed from the project.
2. All pipe after being inspected and accepted shall be laid to the lines and grades shown on the Drawings. The Contractor shall furnish all labor and materials for staking out lines and grades. All gravity pipelines shall be laid to constant grades between invert elevations shown on the Drawings. Grades shown on drawings are invert of pipe, unless specifically noted otherwise. The pipe lengths shall be fitted together and matched to form a smooth and uniform invert.
3. Subgrade, undercut, bedding and backfilling under, around and over the pipe shall all be in accordance with the details shown on the Drawings. No pipe shall be laid until the subgrade is properly in place.



4. Unnecessary walking upon the completed pipelines shall be avoided until trench has been backfilled to over the top of the pipe.
5. The interior of the pipe shall be cleaned of all dirt, jointing materials and superfluous materials of every description. When laying of pipe is stopped, the end of the pipe shall be securely plugged or capped. Care should be taken to prevent flotation of the pipe in the event the trench should flood. The Contractor will be responsible for relaying and/or relocating pipe if the pipe is laid before trenching has progressed far enough to eliminate the possibility of grade conflicts or realignment on account of existing structures, pipelines, or conduits.
6. In trench conditions where pipe is in danger of sinking below grade or floated out of grade or line, or where backfill materials are of such a fluid nature that such movements of pipe might take place during the placing of the backfill, the pipe shall be weighted or secured permanently in place.
7. Trench excavation and pipe bedding shall conform with provisions contained elsewhere in Detailed Specifications.
8. Pipes shall be laid free from all structures other than those planned. Openings in and joints to contact walls shall be constructed as shown on the Drawings.
9. Non-pressure pipes entering structures underground and unsupported by original earth for a distance of more than 3', shall be supported by Class "B" concrete, where depth of such support does not exceed 3'. All pipes entering buildings or basins, below original ground, which are higher than 3' depth above subgrade, span more than 3' between wall and original earth, and with more than 24" of cover or under a roadway, shall be supported by concrete beams with piers at 6' intervals between structural wall and edge of excavation for the structure, in order to prevent breakage from settlement of backfill about the structure. Concrete and reinforcing steel for these supports shall be in the lump sum portion of the contract; and no extra payment will be allowed. Pipe entering structures shall have flexible joint within 18" of exterior of structure or from point of leaving concrete support.
10. No backfilling, except for securing pipe in place, shall be done until the Engineer has inspected the joints, alignment, and grade in the section laid. Such inspection, however, does not relieve the Contractor of liability in case of defective joints. Joints that show leakage will not be accepted. If after backfilling and inspection, any joints are found that are allowing groundwater to enter the sewer, such joints shall be sealed by the Contractor.

B. Sewer Pipe Bedding

1. Pipe bedding for gravity sewers shall be as shown on the Drawings. Crushed stone used for bedding shall be size shown, and shall comply with State Highway Department Standards.

C. Sewer Line Testing - General

1. On completion of sewer lines, all sewers and manholes will be inspected for foreign matter, including sand brought in by infiltration, and any such matter shall be removed before final acceptance of the lines.

- a. Testing of the pipe as specified shall be carried out after all appurtenances have been installed. All pipelines shall be tested for compliance with the Specifications. If leaks are discovered, they shall be repaired by the Contractor as part of the work of laying this pipe and appurtenances and as approved by the Engineer. The Contractor shall supply all labor, equipment, material, gauges, pumps, etc., required to conduct the tests.

- b. All equipment, pipe and appurtenances shall be repaired or replaced and the tests repeated at the Contractor's expense until the pipe, appurtenances and equipment are in satisfactory compliance with these Contract Documents, in the judgement of the Engineer.

D. Sewer Line Air Testing.

1. Air testing shall be required on all gravity sewer lines.
2. All lines shall be flushed and cleared of debris prior to air testing. The maximum length of line to be air tested at any one time shall be from manhole to manhole.
3. Air shall be slowly supplied to the plugged pipe until the internal pressure reaches 5.0 pounds per square inch (PSI) greater than the average back pressure of any groundwater that may be above the pipe. Two minutes shall be allowed for a stabilization period before proceeding further.
4. The acceptance of the pressure test shall be determined by measuring the time required for the internal pressure to decrease from 0.5 PSI to 1.5 PSI below test pressure. The time for this one PSI loss of air pressure must not be less than 6 minutes per foot of nominal pipe diameter.
5. Tees and service laterals shall be considered as part of the line being tested. All plugs shall be firmly blocked to insure that they will not be displaced during testing. Descriptive literature for all equipment and procedures to be used in air testing must be submitted to the Engineer for acceptance.

6. All defective work, as so proven by the air test, shall be immediately repaired and retested until proven to be satisfactory.
7. Inspection in pipe laying and air testing shall in no way relieve the Contractor of the responsibility for passing subsequent test for infiltration or correcting poor workmanship.

E. Sewer Line Infiltration Testing (If required)

1. Before putting new sewer lines into service, weir tests shall be made of flow of water in the sewers from manhole to manhole or up to a maximum of 3,000 foot sections at a time. These tests shall be made when in the Engineer's judgement groundwater level is equal to the highest groundwater condition in a normal year.
2. Maximum allowable infiltration shall not exceed 6,000 gallons per day per mile of pipe for pipe 24 inch diameter or larger, and 250 gallons per day per inch diameter per mile for pipes smaller than 24 inch diameter.

Guarantee:

The CONTRACTOR, and through him each subcontractor, in accepting the contract for this construction, or respective portions of the construction covered by these Plans and Specifications, does hereby agree to replace and make good, without expense to the OWNER, any work or material which may be found to be defective within one (1) year from either the date of the final certificate of payment for all highway work or the one year period on any respective portion which the OWNER'S agent considers complete in regards all CONTRACTORS work. The logic for this is that the Road Replacement Project may take longer to complete in all respects than the utility portion. However, the OWNER needs protection that the CONTRACTOR will not damage the line through his work and equipment. The deterioration due to ordinary use and wear and failure of materials furnished by the OWNER are excepted from this guarantee.

This guarantee shall include damage done by settlement of backfills and filling regrade elevations, such damage and sinking of fills being considered as defective workmanship. This shall also include pavement failure.

The CONTRACTOR shall reimburse the OWNER for cost of damage, if any, as well as cost of replacing defective materials or workmanship. If replacements are not made within ten (10) days in case of materials, then the OWNER shall have the right to make replacements and charge cost of same to the CONTRACTOR or his Bondsman.

## 4.0 MATERIAL:

### Gas Valve and Box:

Gas valve to be constructed of Marlex TR 418 material. Valve to be Rockwell Polyvalve Ball Valve, #82211, or approved equal. Valve Boxes for 1-1/4" to ten (10") inch valves shall be telescope type with screw top, of length for thirty-three (33") inch to forty-two (42") inch pipe cover over the top of the pipe. They shall have a minimum inside diameter of 4-1/4" for intersection with an arc base. Valve boxes shall be Mueller No. H-10366 as manufactured by the Mueller Co., Decatur, Ill., or approved equal. Valve box lids shall be Mueller H-10369 or approved equal and marked "**GAS**". All valve boxes not installed in pavement (bituminous or concrete) shall have installed a valve box collar similar in all respects to the Cloud Company U-235 Valve Retainer Ring, alternate as shown on the detail sheet, or approved equal.

### PE Gas Pipe and Fittings:

Gas pipe and fittings shall be polyethylene PE 2406 (Yellow) SDR 11. The pipe shall conform to ASTM D 1248, and ASTM D 3350 for a PE 2406 material. All pipe and fittings shall meet requirements outlined in currently approved ASTM D 2513 specifications, ASTM D 3261 specification, and Department of Transportation Title 49, Part 192. 90 degree elbows to be socket type. All pipe and fittings to be Drisco Pipe 6500 (PE 2406), or approved equal. All PE pipe shall be fused in strict accordance with manufacturers instructions. Contractor is responsible for having personnel adequately trained for this installation.

### Gas Line Tapping Tees (1-1/4" - 4"):

Only makers of long standing will be allowed. Use Continental Industries "Eliminator" or approved equal as detailed on the Drawings.

### Gas Service Tubing:

All gas service tubing to meet ASTM D2513 and SDR 11, be of Yellow P.E. 2406 material. All service line to be Drisco Pipe 6500, or approved equal.

### Liner Pipe, Gas, Water, Sewer:

Liner Pipe of the size and location as shown on the Plans shall be placed. The pipe shall be a new high quality Wrought Steel, standard weight Pipe with the same properties as determined by the American National Standard for standard weight welded and seamless wrought steel pipe.

Liner Pipe Size:	Wall Thickness	Schedule or Notation
8"	0.322"	Sch. 40, Std.
10"	0.365"	Sch. 40, Std.
12"	0.375"	Std.
14"	0.375"	Sch. 30, Std.
16"	0.375"	Sch. 30, Std.
18"	0.375"	Std

Used pipe will not be accepted. The unit price for gas, water, and sanitary sewer liner pipe includes the cost of purchasing and installing Phillips Engineering Model PE-MS 500 plastic casing insulators (or approved equal), spaced at five feet on center and for the installation of casing end seals. These end seals shall be Phillips Engineering Company (PECO) Model C Custom, or approved equal.

Gas Line Vents:

Gas line vents shall be of the arrangement as shown on the Plans. Size of all anticipated gas line vents is 2" inside diameter. All gas line vent pipe shall be Schedule 40 Welded and seamless Wrought steel pipe. All vent pipe shall be new. Where gas line vents are exposed, they shall receive two (2) coats of "Safety Yellow" epoxy paint. This epoxy paint shall extend to a min. of one foot below regrade. All fittings shall be Full Weld type including the return bend as detailed. The top of the return bend shall be installed 48" above finished grade. The final bend up to the vertical portion shall be a minimum of 24" below finished grade. This final vertical vent portion shall be adequately tamped and braced per good construction technique.

Gas Line Markers:

Gas line markers shall be installed at the locations shown on the Plans. These gas line markers shall be Repnet, Sentry Post, Bno. SPF-48-GP3-Y, Flat Post, Yellow color, 48" height above finish grade. The gas line markers shall be equipped with appropriate line size indication and City of Hazard information which is on file with the manufacturer. Marker to be equipped with standard soil anchor.

PVC Water Pipe - Class 200:

Waterline designated as PVC shall be PVC type pressure pipe designed ASTM Class 200. The pipe shall conform to ASTM 2241 for Standard Dimension Ratios, SDR 21 for pressure characteristics. The pipe shall be extruded from clean, virgin, approved class 12454-A PVC compound conforming to ASTM resin Specification D1784. Rubber rings shall conform to ASTM D 1869. This pipe shall be CertainTeed Fluid-Tite PVC Pressure pipe or approved equal. Laying radius of pipe shall in all cases be equal to, or greater than, that listed by the manufacturer of the pipe. All tees, elbows, and bends

shall be Mechanical Joint unless noted on the Plans. All Tees, elbows and bends shall also be equipped with Grip Rings unless specifically excluded on the Plans.

#### Ductile Iron Water Pipe:

All pipe designated as ductile iron shall be of Grade 60-42-10 material meeting AWWA C151 Minimum physical properties. Thickness of the pipe shall be determined in accordance with ANSI/AWWA C150/A21.50 and shall be Type 4 Bedding Condition except in high traffic areas where Type 5 Bedding shall be used; all pipe shall be thickness Class 50 with the exception of 4" and 3" which shall be thickness Class 51. Joints shall meet the requirements of AWWA C111 for Fastite Joint Pipe ANSI/AWWA C151.51 and Mechanical Joint ANSI/AWWA C111/A21.11. Pipe shall be equal to that manufactured by the U. S. Pipe Company or approved equal. All tees, elbows, and bends shall be Mechanical Joint. The exterior of the pipe shall be furnished with an asphaltic coating. Installation shall be as recommended by the manufacturer in their printed manual. Pulling devices and tie-in devices shall be that normally furnished by the manufacturer for this type of installation. All Tees, elbows and bends shall also be equipped with Grip Rings unless specifically excluded on the Plans. All Tees, elbows and bends shall also be equipped with Grip Rings unless specifically excluded on the Plans. In lieu of Grip Rings the Contractor may use Retainer Glands.

The Bid Form or Plans may list D.I.M.J., and D.I.C.J. These abbreviations stand for Ductile Iron, Mechanical Joint and Ductile Iron, Compression Joint (Push-On) Pipe, respectively.

Installation shall be as recommended by the manufacturer in their printed manual. Pulling devices and tie-in devices shall be that normally furnished by the manufacturer for this type of installation.

#### Ductile Iron Ball Joint River Crossing Pipe (Water ):

Ball joint pipe shall be USIFLEX Boltless Ball Joint Pipe as manufactured by the United States Pipe and Foundry Company, or approved equal. The pipe shall comply with the requirements of ANSI/AWWA C 151/A21.51 and ANSI/AWWA C 110/A21.10 which are applicable to its manufacture. The separately cast ductile iron bell shall conform to the requirements of ASTM A536, Grade 70-50-05. The steel retainer ring shall conform to the requirements of ASTM A148, Grade 90-60.

Wall thickness shall be ANSI/AWWA thickness Class 55. The exterior of the pipe shall be furnished with an asphaltic coating.

Installation shall be as recommended by the manufacturer in their printed manual. Pulling devices and tie-in devices shall be that normally furnished by the manufacturer for this type of installation.

### Water Service Tubing (1-1/4", 1", 3/4"):

All service tubing to be Class 200. Acceptable manufacturers are Phillips and Orangeburg. Any other manufacturer shall be approved by the Engineer.

### Water Valves:

All valves must be of cast iron with bronze mountings, unless otherwise specified. Only makers of well-known and approved standings who have been making similar devices for a period of at least ten (10) years, prior to the bid date, will be considered. Also, maker shall be prepared to furnish through the bidder, within one (1) week after award is made, complete catalogues or other descriptive matter giving complete details and dimensions of valves they proposed to furnish.

All valves shall be provided with suitable operating devices and adapted for operation in the position in which they are shown on the plans. All screw operated valves shall open by turning to the left.

All valves shall have mechanical joints both ends (unless noted on the Plans) and shall conform to A.W.W.A Specifications D-150, N.R.S. complying to A.W.W.A. C222 and ANSI A21.11.

All 4" through 10" Gate valves shall be resilient seat Gate valves, 200 psi max working pressure, 400 psi test pressure, Mueller A-2370-20, or approved equal. 3" and 2" Gate valves shall be double disc, parallel seat, bronze faces and disc rings with wedging mechanism simple and direct, Mueller A-2380-20, or approved equal. 1-1/2" and 1-1/4" Gate valves shall be Mueller H-10914, bronze Gate valve with solid wedge and F.I.P. thread with appropriate fittings and hand wheel. All valves shall conform to the latest revision of "Specifications for Gate Valves for Ordinary Water Works Service," adopted by A.W.W.A. Test pressure 300 lbs. (min.) per square inch and working pressure 150 lbs. (min. allowable working pressure) per square inch.

### Water Valve Boxes:

Valve Boxes for 1-1/4" through eight (8") inch valves shall be telescope type with screw top, of extension length twenty-five (25) through thirty-six (36") inches. Ten (10") inch and twelve (12") inch valve boxes shall have an extension length ranging from eighteen (18") inches to twenty-four (24") inches. These minimum valve box lengths redefine depth of cover over pipe at valve locations. These requirements shall be maintained. Pieces of scrap PVC or ductile iron pipe with lid installed **shall not** be acceptable. Valve boxes shall be Tyler 461-S for ten (10") inch and twelve (12") inch valves, Tyler 562-S for two (2") inch through eight (8") inch valves, or approved equal. All valve boxes shall have a minimum inside diameter of 4-1/4" for intersection with an arc base. All valve box lids shall be manufactured by the same firm as the box and marked WATER. All valve boxes shall have installed a valve box collar similar in all respects to

the Cloud Company U-235 Valve Retainer Ring, alternate as shown on the detail sheet, or approved equal.

Std. Blow-off/Fire Hydrants:

All Fire Hydrants connected to 12", 10", 8", and 6" water mains shall have six (6") inch Mechanical Joint connections, use 6" line valve, and be 5-1/4" sized Fire Hydrants. All shall have two hose outlets and one steamer connection designed for 150 pounds working pressure and test of 300 pounds hydrostatic pressure and shall conform to the latest specifications of the A.W.W.A. All working parts shall be bronze. Steamer nozzle shall be National Standard Threads. The two 2-1/2" hose nozzles shall be National Standard Threads. Hydrants shall be designed so that no water will be lost when they are broken off and so they can be repaired in a few minutes with repair kit that is to be furnished.

Design, materials and workmanship shall be similar and equal to the latest stock pattern ordinarily produced by the manufacturer. Length of barrel shall be such to provide thirty (30") inch minimum cover over connecting lines. Working drawings and full description of proposed hydrants shall be submitted to the Engineer before ordering. Hydrant size to be 5-1/4".

Hydrants shall be painted one (1) coat of red paint and two (2) finishing coats of an approved paint of the color directed by the Engineer.

One (1) hydrant wrench and one (1) repair kit including tools for breakable top hydrant shall be furnished. Hydrants shall be set at such elevations that the connecting pipe will have the same depth of cover as the distribution mains. The hydrant shall be set as shown on the Typical Drawings for fire hydrant setting. The back of the hydrant, opposite the pipe connection, shall be firmly wedged against the vertical face of the trench to prevent the hydrant from blowing off the line. All fire hydrants shall use bridle rods and rod stock shall be installed and shall be protected by a coat of acid-resisting paint. Not less than seven cubic feet of broken stone shall be placed around the base of the hydrant to insure drainage. The backfill around hydrants shall be thoroughly compacted to the grade line in a manner satisfactory to the Engineer. Hydrants shall have the interiors cleaned of all foreign matter before installation. Stuffing boxes shall be tightened and the hydrant shall be inspected in opened and closed positions to see that all parts are in working condition.

Hydrants shall be Mueller Super Centurion 200, Cat. No. A-423, with two (2) hose nozzles and one (1) pumper nozzle, or approved equal.

**SPECIAL NOTE:** All fire hydrants to be connected using same type (PVC, C900, or D.I.) line as to the main to which they connect. Contractor shall also review the project Drawings to see the requirements for tying all hydrants back to mainline tees. This tying shall consist of either duc-lugs and all-thread or grip rings when PVC pipe is used. When ductile iron pipe is used, retainer glands will be considered equal to the above.



### Water Air Release Valves:

Air Release Valves shall be simple lever, float operated. The body and cover shall be cast iron. The float shall be stainless steel with bronze linkage. All connection sizes shall be as shown on the Plans. The air relief valve shall be so designed as to operate at a pressure of 150 psi. The maximum venting capacity shall be 22 cubic feet of free air per minute. The valve shall be Valmatic 15A, or approved equal.

### Water ARV Box and Cover:

All ARV's shall be installed within a circular plastic meter box of nominal 18"x30" interior dimensions. The properties of the box shall be equal to Mid-States Meter MS 183010. The cover shall be Ford, Type C, appropriately sized, or approved equal.

### Water Meter Setting Equipment:

Meter yoke to be Muller 1404-2 with non-approved Dual Check Valve feature, 7" to 9" riser height with valve for 5/8" x 3/4" meter unit. Unit shall be copper. Service saddle shall be bronze, Muller Single Strap H-13000 Series. Corp. Stop to be Muller 15008. All the above materials shall be as specified or approved equal.

### Water Meters:

All meters shall be Badger Model 25, or approved equal, with bronze case, suitable for operation with radio read metering equipment, have working pressure without leakage or damage of 150 psi, 5/8 x 3/4" laying length of 7-1/2", accurate to plus or minus, 1.5 percent, between 1/2 and 25 gpm. Meter shall be designed to permit the use of either a straight reading, environmentally sealed local register and remote reading electronic register. The registration reading shall be US Gallons. The register shall not be in contact with the water being measured. The register devices shall be designed to permit removal and exchange without the removal of the meter from the service installation or interruption of service water supply.

All meters shall be equipped with RTR (RecordAll Transmitter Register) and the Pit ORION Transmitter. This transmitter shall be designed for water meter pit installation that are subject to flooding or submergence. The RTR shall be factory wired to the Pit ORION Transmitter. The assembly shall be designed for "Beneath Metal Lid" operation. The batteries powering the unit shall have a warranty of seven (7) years. The expected life of the battery shall be thirteen (13) years. The assembly shall be equipped with optional leak detection and cut wire tamper indication capability. The assembly shall be installed inside the meter box in accordance with the manufacturers instructions.

### Water Meter Box and Cover:

In low traffic areas, as designated by the Engineer, high impact plastic meter boxes having the same material specifications as those given for the ARV box shall be used. The box shall be Mid States Meter MS 182410, 18" diameter x 24" depth, or approved equal. The cover shall be Tyler 6880 Cast Iron, or approved equal.

In high traffic areas, meter boxes shall be equal in all respects to Cloud Concrete UT-050 having an inside diameter of 18" and a depth of 24". When using the concrete box the lid shall be as specified above.

### Large River Water Test Station (By Pass Flow Meter):

Large river test stations shall be installed where shown on the Drawings. Detail for the large test station is shown on Sheet 56 of the Drawings. This large river test station consists only of the materials herein specified. The valve, 1-1/2" PE, and other items necessary are paid at your unit price for those items. The large river test station consists of a standard meter box and cover as previously specified with the exception that a 24" diameter box shall be used. Additionally, use a Mueller H-1422-00 copper setter, 1-1/2" size, with extra ground key meter stop, Corporation stop shall be 1-1/2" Mueller B-25005. Unit shall be copper. Service saddle shall be bronze, 1-1/2", same series as previously specified for standard meter sets. The meter shall be Badger RecordAll, Model No. M120, suitable for a maximum continuous flow rate of 120 gpm. All the above materials shall be as specified or approved equal.

### Small & Large River Weights:

Small and large river weights are detailed on the Plans. The Contractor may substitute pre cast units but any proposed shall be submitted for engineering approval.

### Gas Service Reties:

It is hoped that all sizable utilities location can be reasonably accurately determined by having the appropriate utility flag, stake, or otherwise show the Contractor the location of the facilities. It is not anticipated that the utility will have the ability to accurately field determine the location of all 3/4" or 1" gas service lines. It is anticipated that the Contractor may cut gas service lines during the construction of this project. This Bid Item pays for the repair and reconnection of this anticipated, or unanticipated, gas service. The Contractor will be paid this Unit Price only if good construction technique is used. The decision of the Engineer in this matter is final.

### Water Service Reties:

It is hoped that all sizable utilities location can be reasonably accurately determined by having the appropriate utility flag, stake, or otherwise show the Contractor the location of the facilities. It is not anticipated that the utility will have the ability to accurately field

determine the location of all 3/4" or 1" water service lines. It is anticipated that the Contractor may cut water service lines during the construction of this project. This Bid Item pays for the repair and reconnection of this anticipated, or unanticipated, water service. The Contractor will be paid this Unit Price only if good construction technique is used. The decision of the Engineer in this matter is final.

PVC Pipe and Fittings (Sanitary Sewer):

PVC pipe used for gravity sewer applications shall meet all requirements of ASTM Specification D-3034, latest revision for pipe sized 4" thru 15" and ASTM F679 T-1 for pipe sized 18" thru 27". Pipe and fittings shall meet the extra strength minimum of SDR-35 of that specification.

All pipe and fittings shall be inspected at the factory and on the job site. Testing of PVC pipe and fittings shall be accomplished in conformance with the latest revision of ASTM D3034, ASTM F679 T-1, ASTM D2444, ASTM 2412, and ASTM D2152. The manufacturer shall submit five (5) copies of certification of test for each lot of material represented by shipment to the job site.

The pipe shall be homogeneous throughout and free from cracks, holes, foreign inclusions or other defects. The pipe shall be as uniform in color as commercially practical. PVC pipe shall have a ring painted around spigot ends in such a manner as to allow field checking of setting depth of pipe in the socket.

Pipe must be delivered to job site by means which will adequately support it, and not subject it to undue stresses. In particular, the load shall be so supported that the bottom rows of pipe are not damaged by crushing. Pipe shall be unloaded carefully and strung or stored as close to the final point of placement as is practical. Pipe shall not be stored outside where subject to sunlight.

Jointing of PVC pipe shall be by a natural rubber ring inserted into the belled end of the pipe or double hub joints. Solvent weld joints are not acceptable.

The PVC pipe manufacturer shall provide special fittings, acceptable to the Engineer to make water-tight connections to manholes and for all service connections.

The pipe shall be equal in all respects to that manufactured by CertainTeed Corporation, Valley Forge, PA.

PE Sewer Pipe and Fittings:

Sewer force main and fittings shall be polyethylene PE 3408 DR 7.3. The pipe shall conform to ASTM D 1248, and ASTM D 3350 for a PE 3408 material. All pipe and fittings shall meet requirements outlined in currently approved ASTM F 714 specifications and ASTM D 3261 specification. 90 degree elbows to be socket type. All pipe and fittings to be DriscoPlex PE 3408, or approved equal. All PE pipe shall be

fused in strict accordance with manufacturers instructions. Contractor is responsible for having personnel adequately trained for this installation.

#### PVC Sewer Service Laterals:

PVC service laterals shall have the same specifications and characteristics as the PVC Sanitary Sewer. Only rubber gasketed joints will be accepted. The method of ending the laterals is shown on the Drawings and shall be installed at the location as directed by the Engineer. The Contractor is responsible for having all materials necessary for this construction. The cost of the lateral ending is included in the unit price of the service lateral.

Under normal conditions, where elevations are not critical, service laterals to customers shall be laid on not less than 1" per foot of length grade. Where elevations are critical min. grade shall be .005 feet per foot laid with batter boards and grade line or laser. In case of deep sewers laterals may be brought up to a depth of approximately 5 feet below ground level with suitable bends and pipe. These pipes shall be laid on a slant outside sewer trench so they will be supported on original earth.

#### Sewage Air Release Valve (If Used):

At the location shown on the Drawings the Contractor shall install sewage air release valves. These air release valves shall be Valmatic 48BW, 2" inlet, 1/2" outlet, with backwash accessories or approved equal. The valves shall be installed in a MidStates Plastics M203020B Plastic Meter Box, or approved equal. The box shall have a Ford Type A cover, No. 83 (for 20" Tile size) with WA3L locking lid, and be marked SEWER. The valve shall be rigidly supported by a minimum of two (2) No. 5 rebar, 4' min. length, driven into the ground and valve rigidly strapped per valve manufacturer's recommendation. 2" service tubing shall be used from the force main to the air release valve and sloped upward as detailed on the Drawings. Service saddle, Corp Stop and other appurtenances are detailed on the Drawings.

#### Manholes:

Only pre-cast or cast-in-place concrete manholes are acceptable. If the Contractor intends to use cast-in-place manholes, reinforcement plans and schedules must be submitted to the Engineer for approval.

Pre Cast manholes of acceptable type are shown on the Drawings. Developed base manholes may be used in locations where applicable. All Pre Cast manholes shall receive one (1) coat of Koppers Bitumastic No. 50, or equal, from base to top as shown on Drawings. All manhole joints shall be fitted with one (1) run of Conseal Mastic or other acceptable material, installed as detailed in the manufactures printed literature. All standard manholes shall have Eccentric Conicals. All Type A manholes shall have the same general requirements as Standard Manholes except fitted with a pre-cast flat

lid and integral Neehan R-6050 cover and frame, or approved equal. All manholes, unless noted, are either 72" or 48" min. I.D. as noted in the Schedule. All Pre Cast manholes shall be fitted with PSX or Dura-Seal Gaskets for all lines entering or leaving the manhole. All manhole inverts whether pre-developed or developed in place shall have a one-half to two-thirds pipe diameter flow channel with smooth transition throughout. Specifications and shop drawings for the proposed grout to be used for sealing pipes inside and out and for transition shall be submitted to the Engineer. Shop drawings showing reinforcement of manhole base sections, intermediate sections, conicals, and top slabs shall be submitted for approval on all manhole types.

Sanitary Sewer Manhole Castings:

A. Frames and lids –

Standard manhole castings shall consist of cast iron frames and 22-3/8" dia. clear opening weighing not less than 415 lbs. per frame and cover, dimensioned as shown on the Plans. Manhole lids must be set neatly in the rings, with contact edges machined for even bearing and tops flush with ring edge. They shall have sufficient corrugations to prevent slipperiness and be marked in large letters, "SANITARY SEWER". Lids shall have two pick holes about 1-1/2" wide and 3/4" deep with 3/8" undercut all around. Lids on sanitary sewer manholes must not be perforated. They shall be Neehan Foundry Company No. R 1736-A or approved equal. Manhole frames which do not utilize an extended lip as detailed on the drawings to prevent sliding of frame **shall not be accepted**. The Contractor shall consider these clearance requirements for conical casting. The frame and lid for Type A Manholes have previously been specified and shall be similarly marked "SANITARY SEWER".

B. Steps –

No steps are used in any manhole for this project.

Bid Item "All Other Work":

This Lump Sum Bid Item covers all that work required for complete and working gas, water, sanitary sewer installations and not covered by other bid items. This work includes any necessary additional work caused by the project including, but not limited to, special seed bed preparation, i.e., garden, rose bed, etc., replacement of trees, and other items of work which are apparent on the surface to be required. The Contractor shall be responsible for a thorough review of the site for these requirements. This bid items does not include subsurface conditions such as unshown water, sewer, gas, telephone, drainage, or other facilities not shown on the plans or otherwise visible or inferred from a thorough surface investigation. This bid item will not be adjusted should a quantity change be required because of funding constraints or other reasons.

### Sanitary Sewer Survey Requirements:

The Contractor is responsible for having the proper equipment and personnel adequately skilled and trained to perform all survey requirements. The Contractor is responsible for re-establishing and establishing all noted elevations. The Contractor is also responsible for establishing all horizontal locations throughout the project. The Contractor is responsible for comparison of horizontal and vertical location with that planned by running from established bench marks. The Contractor shall report any difference found between that planned and his established horizontal and vertical location to the Engineer. The Contractor is responsible for determining any gross grade conflicts before he begins any line segment.

The Contractor is responsible for having equipment and adequately trained personnel for establishment and installation to the grades shown on the plans. As shown on the plans, a considerable portion of the project will be constructed in areas where very shallow grades are required.

### Concrete Work:

#### Special Aggregate, Concrete, and Bituminous Materials Note:

These specifications briefly detail aggregate, concrete, and bituminous materials. Should these specifications be in conflict with specifications issued by the Kentucky Transportation Cabinet, use whatever materials gives superior results on the gas, water, and sewer line relocation portion.

#### (a) Proportioning Mix:

Concrete for gas line utilities is to be proportioned in only one (1) class according to use as follows:

Class "B" for interceptor structures, curbs, gutters, driveways, sidewalks, base courses for highway and street paving, thrust blocks, creek crossings, and valve pads. All Class "B" concrete shall be paid as General Concrete.

Class "B" concrete shall have a minimum compressive strength of 3,000 lbs. per square inch and shall contain not less than 5.5 sacks of cement per cubic yard of concrete. The relative amounts of fine and admixture will not be required.

The water used in mixing must be a minimum required for a plastic mix. No water will be permitted to be used for purpose of hastening mixing and reducing of tamping and vibration.

The water content allowed will be at all times subject to regulations by the Engineer. In the case of Class "A" concrete (if used for gas line work), not more than five and one-half gallons of water to the bag of cement will be allowed in mixing

concrete (or proportionately less when slump is about 4" and/or mix is wet), except in cases where, in the judgement of the Engineer, additional water is necessary to obtain proper results.

Batching equipment shall include scales for weighing contents of wheelbarrows and a device for accurately measuring water by the gallon, to be used for proportioning each batch.

In case of ready-mixed concrete, specifications for proportioning of mixes shall be the same, except that from the manufacturer's experience with his own aggregates, he shall vary proportions of sand and coarse aggregate for the greatest density and workability of mix. Prior to actual delivery of concrete, and at any change of proportioning, the manufacturer shall furnish a statement to the Engineer giving the proportion by weight (dry) of cement and of fine and coarse aggregates that will be used in the manufacture of each mix ordered. Proportions must be approved by the Engineer. Otherwise, proportioning of mix and batching plant shall be according to ASTM Designation C-94, latest revision, specifications for ready-mixed concrete.

(b) Forms:

Forms for concrete with exposed surfaces shall consist of dressed and sized lumber or metal and must match on edges sufficiently to prevent leakage of mortar. Forms shall be built to such accuracy and braced to such an extent that they shall not vary from true lines and surfaces where exposed more than 1/4" before pouring concrete, nor more than 3/8" after pouring. Angle strips (3/4" size) shall be placed in all exposed corners of forms.

(c) Steel Reinforcement Placing:

All such steel shall be delivered in new condition either clean or with only a slight coating of rust. If stored on the site it must be kept under shelter or supporting at least 12" above ground to prevent its becoming coated with dirt and when placed in forms it must be free from scale or dirt.

When placing in forms, steel must be tied together to form a rigid frame before pouring concrete and must be secured in the walls or slabs in such a manner as to insure its holding and position designed for it in the finished work by use of form stands, steel or concrete chairs or spacers. As a rule, steel bars must have a minimum covering of 2" when exposed to air and a minimum of 3" when exposed to earth" of concrete, unless otherwise noted on the plans. All splices shall be 24 diameters long and 1" between spliced bars.

(d) Mixing and Placing:

Concrete shall be thoroughly mixed at least two minutes after all materials, including water, are in the mixer drum having a capacity of at least one sack batch.

Concrete must be poured into forms slowly enough to permit thorough tamping and vibrating to eliminate any honeycombed surfaces.

Concrete pouring will not be permitted under conditions where there is danger of freezing or when materials are frozen. After pouring, concrete must be protected from freezing weather for at least 72 hours.

Ready-mixed concrete delivery facilities pledged to the concrete pour shall be approved by the Engineer before permission will be given to start the pour. The period between termination of placing by one truck and starting by the next shall not be longer than 10 minutes at temperatures above 70° F., nor longer than 20 minutes below 70° F. The concrete in a truck mixer or agitator must be totally discharged within 1-1/2 hours after the introduction of mixing water to the cement and aggregates. The mixing operation shall begin within 30 minutes after the cement has been intermingled with the aggregates. Otherwise, mixing, mixers, agitators, and inspection shall be according to ASTM Designation C-94, latest revision, specifications for ready-mixed concrete. Non-agitating trucks for hauling concrete from central mixing plant will not be accepted.

(e) Tempering:

All concrete must be kept wet or moist for a period of at least 48 hours after pouring in order to prevent too rapid drying out. In dry weather, wooden forms must be thoroughly wet before concrete is placed in them and must also be kept in this condition during the period above mentioned. Concrete must be covered and kept damp to protect it from the sun as soon as the surfaces are firm enough to allow the placing of such covering or protection.

Testing Concrete

(a) Slump Test:

At least one slump test shall be made before first concrete pour, at the start of pouring any concrete and at each 5 cubic yards deposited during one operation. These shall be made from samples as those taken from cylinder tests and records of same kept therewith. Tests shall be made according to ASTM Designation C-143 and as required under ASTM Designation C-94, for ready-mixed concrete. Mix is designed for a slump test of 2" and not more than 4", except in cases where thin sections would indicate, in the opinion of the Engineer, that a wetter mix is more desirable. The **Contractor** shall furnish necessary equipment for the slump tests.

(b) Cylinder Test:

Cylinder tests will be taken on all important structures such as the storage tank foundation. However, on sewer and waterline jobs requiring only small amounts of concrete per pour, the cylinder tests will be waived. However, should the Engineer have



reason to doubt that the concrete being furnished meets the strength requirements, he shall have the right to order cylinder tests according to the following specifications:

At the start of concreting or before, if practical, the **Contractor** shall make from a single batch a set of four (4) cylinders per ASTM Designation C-31. Two (2) shall be tested at 7 days and two (2) at 28 days per ASTM Designation C-39.

At each time when twenty or more cubic yards of concrete are placed during one operation and when the sum of smaller deposits of concrete equal thirty cubic yards since previous test and at any change in the mix four (4) cylinder tests will be required, two tested 7 days and the other two at 28 days per ASTM Designation C-39. In case of ready-mixed concrete, requirement for testing of ASTM Designation C-94 and C-172 shall be added. Class "A" concrete sampled shall show a compressive strength of not less than 3,000 lbs. per square inch in 7 days and 4,000 lbs. per square inch in 28 days. Class "C" concrete shall have a compressive strength of 3,000 lbs. per square inch in 28 days. Seven (7) day tests on Class "C" concrete shall have the same relation to 28 days requirements.

The **Contractor** shall furnish all equipment for sampling and curing on the job and shall bear the cost of laboratory curing and testing.

# *N O T I C E*

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**DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS  
(NATIONWIDE PERMIT AUTHORIZATION)**

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**PROJECT:** Perry County (KY-451), Item No. 10-1060.00  
Replace Bridge & Approaches over North Fork KY River

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The Section 404 activities for this project have been previously permitted under the authority of the Department of the Army Nationwide Permit No. 14 "Linear Transportation Projects". In order for this authorization to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Permit in a conspicuous location at the project site for the duration of construction and comply with the general conditions as required.

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

**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 27.) (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).

## NATIONWIDE PERMIT GENERAL CONDITIONS

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as appropriate, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.  
(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.  
(c) The permittee understands and agrees that, if future operations by the United States 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 United States. No claim shall be made against the United States 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. Culverts placed in streams must be installed to maintain low flow conditions.
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 United States 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.
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 United States 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.

15. 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 in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

16. 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.

17. Endangered Species. (a) No activity is authorized under any NWP which is likely to 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 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.

(c) Non-federal permittees shall notify 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 pre-construction notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the designated critical habitat that may 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 pre-construction notification. 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.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, both lethal and non-lethal "takes" of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide Web pages at <http://www.fws.gov/> and <http://www.noaa.gov/fisheries.html> respectively.

18. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106

consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, explaining the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

19. Designated Critical Resource Waters. Critical resource waters include, NOAA-designated marine sanctuaries, National Estuarine Research Reserves, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment. The district engineer may also designate additional critical resource waters after notice and opportunity for comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP's 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, and 50 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWP's 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 27, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWP's only after it is determined that the impacts to the critical resource waters will be no more than minimal.

20. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10 acre and require pre-construction notification, unless the district engineer determines in writing that some other form of mitigation would be more environmentally appropriate and provides a project-specific waiver of this requirement. For wetland losses of 1/10 acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream restoration, 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 NWP's. 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 United States, 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 NWP's.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the 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. 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 arrangements or separate activity-specific compensatory mitigation. In all cases, the mitigation provisions will specify the party responsible for accomplishing and/or complying with the mitigation plan.

(h) Where certain functions and services of waters of the United States 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.

21. 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.

22. 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(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

23. 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 U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

24. 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 United States authorized by the NWPs 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 United States for the total project cannot exceed 1/3-acre.

25. 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."

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(Transferee)

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(Date)

26. Compliance Certification. Each permittee who received an NWP verification from the Corps must submit a signed certification regarding the completed work and any required mitigation. The certification form must be forwarded by the Corps with the NWP verification letter and will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general or specific conditions;

(b) A statement that any required mitigation was completed in accordance with the permit conditions; and

(c) The signature of the permittee certifying the completion of the work and mitigation.

27. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, as a general rule, will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity:

(1) Until notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) If 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 17 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 18 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) is completed. Also, work cannot begin

under NWP 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee cannot begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided result in a quicker decision.);

(4) The PCN must include a delineation of special aquatic sites and other waters of the United States on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters of the United States, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, where appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10 acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) 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, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP 48 activities requiring pre-construction notification and for other NWP activities requiring pre-construction notification to the district engineer that result in the loss of greater than 1/2-acre of waters of the United States, the district engineer will immediately provide (e.g., via facsimile transmission, overnight mail, or other expeditious manner) a copy of the PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will then have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps multiple copies of pre-construction notifications to expedite agency coordination.

(5) For NWP 48 activities that require reporting, the district engineer will provide a copy of each report within 10 calendar days of receipt to the appropriate regional office of the NMFS.

(e) District Engineer's Decision: In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If the proposed activity requires a PCN and will result in a loss of greater than 1/10 acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory



mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed work are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any conditions the district engineer deems necessary. The district engineer must approve any compensatory mitigation proposal before the permittee commences work. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP.

If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (1) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (2) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period. The authorization will include the necessary conceptual or specific mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan.

28. 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.



**TRANSPORTATION CABINET**

Frankfort, Kentucky 40622  
www.kentucky.gov

**Ernie Fletcher**  
Governor

**Bill Nighbert**  
Secretary

**Crystal Murray Ducker**  
Deputy Secretary

June 25, 2007

Department of the Army  
Corps of Engineers  
ATTN: Lee Anne Devine  
Regulatory Branch  
P.O. Box 59  
Louisville, Kentucky 40201-0059

**SUBJECT: Department of the Army Permit; "Letter of Notification"**  
Perry County, Kentucky  
Bridge Replacement over North Fork KY River  
KYTC Item #10-1060.00

Dear Mrs. Devine:

The Kentucky Transportation Cabinet (KYTC) respectfully notifies the U.S Army Corps of Engineers by submission of this letter that impacts to waters of the U.S. will occur as a result of the referenced project. The project will entail replacement of a bridge and approaches over the North Fork Kentucky River on KY state route 451 in the town of Hazard.

We have reviewed the impacts associated with this project and find that they meet the provisions of Nationwide Permit No. 14, "Linear Transportation Projects", with no mitigation. There are no impacts to ephemeral, intermittent or perennial streams greater than 150' in length. There are no impacts that have an area over 0.10 acres in size to waters of the U.S. There are no wetlands located within the project limits nor will any special aquatic sites be impacted by this project. Therefore no stream or wetland mitigation is proposed.

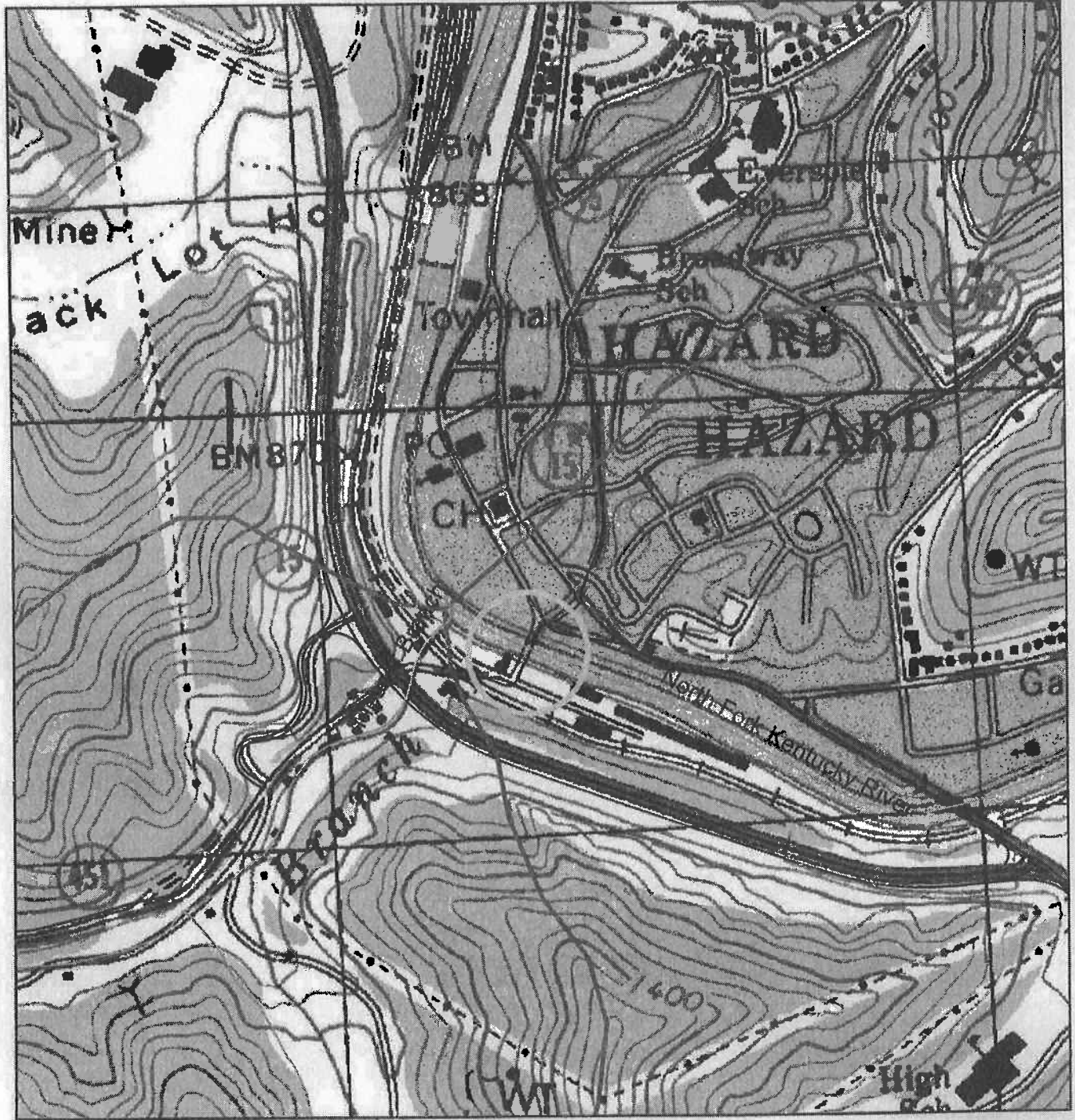
Enclosed is a summary of impacts sheet, project vicinity map, and Section 106 and Section 7 clearances. If you have any questions or need additional information, please contact me at 502-564-7250 or by email: RonB.RigneyII.@ky.gov.

Sincerely,


A handwritten signature in black ink that reads "Ronald B. Rigney, II".


Ronald B. Rigney, II  
Division of Environmental Analysis  
Kentucky Transportation Cabinet

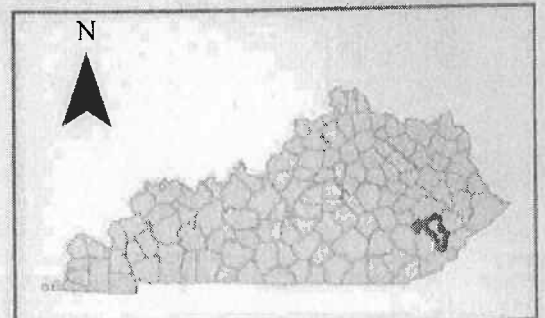
# Bridge Replacement over North Fork Kentucky River



Perry County, KY  
Kentucky River Basin  
KYTC Item #10-1060.00

 14 digit HUC Boundary

 Project Location



## SUMMARY OF 404 IMPACTS

### *“Nationwide Permit #14 – Letter of Notification”*

Bridge Replacement over North Fork KY River  
Perry County, KY  
KYTC Item #10-1060.00

1. Sta. 75+00 – Construct a 338 feet overhead truss bridge approximately 210 feet downstream of the existing bridge over the North Fork of Kentucky River. The bridge will span the river entirely w/ no piers located below the ordinary high water mark elevation of 843.00. During construction, the existing structure shall be used for maintenance of traffic. The watershed drainage area at this location is 466 square miles.

To stabilize the river’s banks within the construction limits, clean quarried rock (stone riprap) shall be used to line both bank slopes under the proposed bridge. The left bank will have approximately 45 cubic yards of stone riprap placed along a total of 125 linear feet. This will impact 0.01 acres of U.S. waters. The right bank will have approximately 142 cubic yards of stone riprap placed along a total of 340 feet. This will impact approximately 0.06 acres of U.S. waters.

**(Nationwide Permit #14 – Letter of Notification)**

2. Sta. 73+46 – Construct a 120 feet 12’ x 9’ box culvert extension on Messer Branch, a perennial stream. Approximately 25 feet of stone channel lining shall be placed at the inlet end of the culvert and a 20 feet concrete apron at the outlet end. The total disturbance to existing channel is 165 linear feet. This impacts 0.05 acres of U.S. waters. The watershed drainage area at this location is 1.75 square miles.

**(Nationwide Permit #14 – Letter of Notification)**

3. Sta. 72+20 – Construct a 72 feet 30” pipe and a 50 feet flat bottom ditch on an unnamed tributary to Messer Branch. This stream is ephemeral in nature with a watershed drainage area of 6.36 acres. The total impact at this location is 0.01 acres of U.S. waters.

**(Nationwide Permit #14 – Letter of Notification)**



## United States Department of the Interior

### FISH AND WILDLIFE SERVICE

3761 Georgetown Road  
Frankfort, Kentucky 40601  
May 31, 2006

2006 JUN 01 AM 09:03

Mr. David M. Waldner  
Kentucky Transportation Cabinet  
200 Mero Street  
Frankfort, Kentucky 40622

Subject: FWS #06-0468, 0469, 0470; Indiana bat Habitat Assessment  
for three bridge and approach replacements  
Perry and Magoffin Counties, Kentucky  
KYTC Item No's; 10-1060, 10-1061, 10-1071 (respectively)

Dear Mr. Waldner:


Thank you for your letters and enclosures requesting information regarding the presence of any threatened or endangered species which may occur within the above referenced project vicinity. Fish and Wildlife Service (Service) biologists have reviewed the information and offer the following comments with respect to your request.

According to the information provided, each of the proposed bridge replacement and/or reconstruction of the bridge approaches would require the removal of potential summer roosting habitat for the federally endangered Indiana bat. It is our understanding that the KYTC will assume presence for this species on each project site and commit to seasonal cutting restrictions (between October 15 and March 31) for those tree(s) identified to exhibit potential roosting habitat.

Based on our knowledge of the project and your commitment to adhere to the hardwood cutting restrictions identified above, it is our opinion that the proposed actions are not likely to have reasonably foreseeable adverse effects on the federally-listed Indiana bat. In view of this, we believe that the requirements of section 7 of the Endangered Species Act have been fulfilled for these proposed actions. However, your obligations under section 7 must be reconsidered if: (1) new information reveals that the proposed action may affect listed species in a manner or to an extent not previously considered, (2) the proposed action is subsequently modified to include activities which were not considered during this consultation, or (3) new species are listed or critical habitat designated that might be affected by the proposed action.

Thank you for the opportunity to comment on this action. If you have any questions or if we can be of further assistance, please contact Phil DeGarmo at (502) 564-7250.

Sincerely,

*for*   
Virgil Lee Andrews, Jr.  
Field Supervisor

TAKE PRIDE  
IN AMERICA 



Education, Arts and Humanities Cabinet

**KENTUCKY HERITAGE COUNCIL**

The State Historic Preservation Office

**Paul E. Patton**  
Governor  
**Marlene M. Helm**  
Cabinet Secretary

**David L. Morgan**  
Executive Director and  
SHPO

July 8, 2003

Mr. David M. Waldner, Director  
Division of Environmental Analysis  
Kentucky Transportation Cabinet  
125 Holmes Street  
Frankfort, KY 40622

**Re: A Cultural Historic Resource Survey of the KY 451 Bridge over the North Fork of the Kentucky River in Hazard, Perry County, Kentucky (Item No. 10-1060.00)**

Dear Mr. Waldner:

The State Historic Preservation Office has received for review and approval the above referenced cultural historic resource survey completed by Rebecca Turner, Rebecca Rapier, and Amanda Abner. We concur that Site 1 (PE-30), Site 2 through 20 and Site 22 (Hazard Commercial Historic District), Site 21 (PE-38) and Site 24 (KY 451 Bridge) are eligible for listing in the National Register of Historic Places. We also agree that Site 23 (PE-52) is not eligible for listing and that further discussion regarding project impacts will not be required.

While we concur with the Transportation Cabinet's assessment that the project as proposed will have no direct adverse effect on Site 2 through 20 and Site 22 (Hazard Commercial Historic District), we are concerned about the design of the new bridge and potential adverse visual impacts. It is therefore requested that the review process for the new bridge design be coordinated with this office.

We also agree with the following determinations of effect for Alternates 1 through 3:

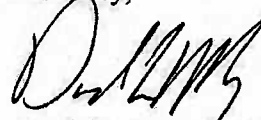
- Alternate 1 – Should this Alternate be selected, an Adverse Effect (demolition) will occur to Site 1 (PE-30) and Site 21 (PE-50).
- Alternate 2 – No Adverse Effect will occur to any property identified in the report.
- Alternate 3 – Should this Alternate be selected, an Adverse Effect (demolition) will occur to Site 24 (KY 451 Bridge).

In closing, we would like to voice our support for the selection of Alternate 2 as the avoidance alternative. We would also like to point out our concern for the ongoing preservation of Site 24 (KY 451 Bridge). Should Alternate 1 or 2 be selected and the KY

Page 2  
Mr. David Waldner  
June 8, 2003

451 Bridge essentially avoided, there should be no reason to intentionally Adversely Effect (demolish) this National Register eligible site. Further discussion regarding the fate of this bridge is therefore requested. Should you have any questions regarding these comments, please feel free to contact Craig Potts of my staff at (502) 564-7005.

Sincerely,



David L. Morgan, Director  
Kentucky Heritage Council and  
State Historic Preservation Officer



Education, Arts and Humanities Cabinet

**KENTUCKY HERITAGE COUNCIL**

The State Historic Preservation Office

**Paul E. Patton**  
Governor  
**Marlene M. Helm**  
Cabinet Secretary

**David L. Morgan**  
Executive Director and  
SHPO

RECEIVED  
AUG 21 10 46 AM '03

August 19, 2003

Mr. David M Waldner, P.E., Director  
Division of Environmental Analysis  
Kentucky Transportation Cabinet  
125 Holmes Street  
Frankfort, Kentucky 40622

Re: Additional Information on Site 1(PE-30) – Collins Credit Store and Site 21(PE-50) Johnson Department Store  
Ky 451 Bridge Replacement over the North Fork of the Kentucky River  
Hazard, Kentucky  
Item number 10-1060.00

Dear Mr. Waldner:

Thank you for your letter of August 8, 2003 and the additional information regarding the National Register eligibility of the above referenced two properties. Based on our review of the new information, we concur with your re-evaluation that the two properties are not eligible for listing in the National Register of Historic Places due primarily to a lack of integrity and the change of setting.

We are still in agreement with the Transportation Cabinet that the Ky 451 Bridge is eligible for listing in the National Register of Historic Places. We look forward to working with you on the disposition of this structure as well as on the design of the new bridge.

Should you have any questions, please feel free to contact Crag Potts of my staff at (502) 564-7005.

Sincerely

David L. Morgan, Executive Director  
Kentucky Heritage Council and  
State Historic Preservation Officer





# *N O T I C E*

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## **DIVISION OF WATER (WATER QUALITY CERTIFICATION)**

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**PROJECT:** Perry County (KY-451), Item No. 10-1060.00  
Bridge Replacement over North Fork Kentucky River

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The Division of Water has previously approved the Section 401 activities for this project by issuance of a Water Quality Certification for Nationwide Permit, #2004-0001-1. In order for this authorization to be valid, the attached conditions must be followed. The contractor shall post a copy of this Water Quality Certification in a conspicuous location at the project site for the duration of construction and comply with the general conditions as required.

To more readily expedite construction, the contractor may elect to alter the design or perform the work in a manner different from what was originally proposed and specified. Prior to commencing such alternative work, the contractor shall obtain **written** permission from the Division of Construction and the appropriate permit agency. A copy of any request to alter this proposal and subsequent responses shall be forwarded to the Division of Environmental Analysis, DA Permit Coordinator, for office records and for informational purposes.



DEC 6 AM 11:30

ERNIE FLETCHER  
GOVERNOR

**ENVIRONMENTAL AND PUBLIC PROTECTION CABINET**

DEPARTMENT FOR ENVIRONMENTAL PROTECTION

DIVISION OF WATER

14 REILLY ROAD

FRANKFORT, KENTUCKY 40601

www.kentucky.gov

TERESA J. HILL  
SECRETARY

December 5, 2006

Mr. David Waldner, Director  
Division of Environmental Analysis  
Kentucky Transportation Cabinet  
200 Mero Street  
Frankfort, Kentucky 40601

Re.: Water Quality Certification **Renewal** #2004-0001-1  
Bridge Replacement Project, North Fork KY River  
KTC Item No. 10-1060.00  
Perry County, Kentucky

Dear Mr. Waldner:

Pursuant to Section 501 of the Clean Water Act (CWA), the Commonwealth of Kentucky certifies it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 5, established pursuant to Sections 301, 302, 303, 304, 306, and 307 of the CWA, will not be violated by the above referenced project provided that the U.S. Army Corps of Engineers authorizes the activity under 33 CFR part 330, and the following conditions are met:

1. The work approved under this certification shall be limited to:
  - Stabilization of the river banks using stone riprap along 125 linear feet of the left bank and 340 linear feet along the right bank.
  - Impacts involving the construction of a 120' box culvert.
2. All the work performed under this certification shall adhere to the design and specification set forth in the application for the Water Quality Certification dated May 12, 2003. The Corps of Engineers may require additional stream mitigation for impacts to waters of the U.S.
3. During site construction, sediment control structures shall not be placed within the channels of intermittent or perennial streams.
4. During construction, heavy equipment must not enter any stream channel except over approved low water crossing structures.
5. Existing vegetation shall be retained on site as long as possible and permanent seeding of furnished areas will take place as soon as possible.
6. The applicant is responsible for preventing degradation of waters of the Commonwealth from soil erosion. An erosion and sedimentation control plan must be designed, implemented, and maintained in effective operating condition at all times during construction.

Mr. David Waldner  
Page Two

7. The Division of Water reserves the right to modify or revoke this certification should it be determined that the activity is in noncompliance with any condition set forth in this certification.
8. If construction does not commence within one year of the date of this letter, this certification will become void. A letter requesting a renewal should be submitted.
9. Attached with this letter is a listing of General Conditions for Water Quality Certification that applies to this project.
10. Other permits may be required from the Division of Water for this project. If this project will disturb one (1) acre or more of land, a KPDES general storm water permit will be required from the KPDES Branch. The contact person is Ronnie Thompson. He can be reached at (502) 564-3410.

If you should have any questions concerning the conditions of this water quality certification, please contact me by calling (502) 564-3410.

Sincerely,



**Jennifer Garland, Supervisor**  
Water Quality Certification Section  
Division of Water

JG:tw

Attachment

cc: Jerry Sparks, USACE: Louisville District  
Stephanie Fulton, EPA: Atlanta  
Ferris Sexton, DOW: Hazard Regional Office

## GENERAL CONDITIONS FOR WATER QUALITY CERTIFICATION

1. Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
2. All dredged material shall be removed to an upland location and/or graded on adjacent areas (so long as such areas are not regulated wetlands), to obtain original streamside elevations, i.e. overbank flooding shall not be artificially obstructed.
3. In areas not riprapped or other wise stabilized, revegetation of stream banks and riparian zones shall occur concurrently with project progression. At a minimum, revegetation will approximate pre-disturbance conditions.
4. To the maximum extent practicable, all instream work under this certification shall be performed during low flow.
5. 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 instream work is unavoidable, then it shall be performed in such a manner and duration as to minimize resuspension of sediments and disturbance to substrates and bank or riparian vegetation.
6. Any fill or riprap including refuse 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.
7. 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.
8. Removal of existing riparian vegetation should be restricted to the minimum necessary for project construction.
9. 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 800/564-2380.



ENVIRONMENTAL AND PUBLIC PROTECTION CABINET  
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

**Ernie Fletcher**  
Governor

Division of Water  
14 Reilly Road  
Frankfort, Kentucky 40601-1190  
www.kentucky.gov

**LaJuana S. Wilcher**  
Secretary

**ATTENTION APPLICANT**

**If your project involves one or more of the following activities, you may need more than one permit from the Kentucky Division of Water.**

**\*building in a floodplain      \*road culvert in a stream**

**\*streambank stabilization      \*stream cleanout**

**\*utility line crossing a stream**

**\*construction sites greater than 1 acre**

- **Construction sites greater than 1 acre will require the filing of a Notice of Intent to be covered under the KPDES General Stormwater Permit. This permit requires the creation of an erosion control plan.**

**Contact: Ronnie Thompson**

- **Projects that involve filling in the floodplain will require a floodplain construction permit from the Water Resources Branch.**

**Contact: Ali Daneshmand**

- **Projects that involve work IN a stream, such as bank stabilization, road culverts, utility line crossings, and stream alteration will require a floodplain permit and a Water Quality Certification from the Division of Water.**

**Contact: Jenni Garland**

**All three contacts listed above can be reached at 502/564-3410. A complete listing of environmental programs administered by the Kentucky Department for Environmental Protection is available from Pete Goodmann by calling 502/564-3410.**

KyTC BMP Plan for Project PCN ## - #####  
SYP Item # 10-1060.0



**Kentucky Transportation Cabinet**

**Highway District \_10\_**

**And**

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

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

**Groundwater protection plan**

**For Highway Construction Activities**

**For**

**[Replace Bridge and Approaches at North Fork Ky  
River on Ky 451 mile post 3.5 to 3.6]**

**Project: PCN ## - #####**

KyTC BMP Plan for Project PCN ## - #####  
SYP Item # 10-1060.0

## Project information

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

1. Owner – Kentucky Transportation Cabinet, District \_10\_
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) Hazard, Ky 41701
6. Latitude/Longitude (project mid-point) 37/14/48, 83/11/42
7. County (project mid-point) Perry
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

## A. Site description:

1. Nature of Construction Activity  
Bridge and Approaches Replacement over North Fork Ky River
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved  
5000 cubic yards

KyTC BMP Plan for Project PCN ## - #####  
SYP Item # 10-1060.0

4. Estimate of total project area (acres)  
4.5 acres
5. Estimate of area to be disturbed (acres)  
1.6 acres
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
7. Data describing existing soil condition
8. Data describing existing discharge water quality (if any)
9. Receiving water name  
North Fork Kentucky River
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



KyTC BMP Plan for Project PCN ## - #####  
SYP Item # 10-1060.0

delineated by DDA within the right of way limits, the discharge points and the areas that drain to each discharge point. Project managers and designers will analyze the DDAs and identify Best Management Practices (BMPs) that are site specific. The balance of the BMPs for the project will be listed in the bid documents for selection and use by the contractor on the project with approval by the resident engineer.

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

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

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

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

3. Hazardous Waste

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

4. Spill Prevention

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

- **Good Housekeeping:**

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

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

➤ **Hazardous Products:**

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

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

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

➤ **Fertilizers:**

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

➤ **Paints:**

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

➤ **Concrete Truck Washout:**

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

➤ **Spill Control Practices**

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.

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- 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)

## 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.

## F. Inspections

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

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

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

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

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

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- Uncontaminated groundwater and rain water (from dewatering during excavation).

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

## H. Groundwater Protection Plan (3)

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

- Contractors statement: (3)

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

\_\_\_\_\_ 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.



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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 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.)

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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 \_\_\_\_\_ title \_\_\_\_\_, \_\_\_\_\_ signature  
                  Typed or printed name<sup>2</sup>

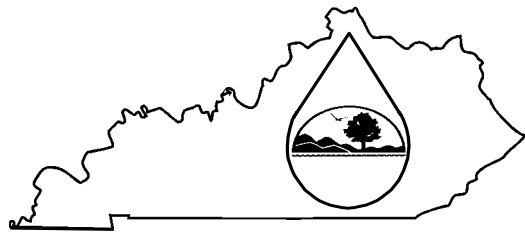
(3) Signed \_\_\_\_\_ title \_\_\_\_\_, \_\_\_\_\_ signature  
                  Typed or printed name<sup>1</sup>

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.



**KPDES FORM NOI-SW**



**Kentucky Pollutant Discharge Elimination System  
(KPDES)  
Notice of Intent (NOI)  
for Storm Water Discharges  
Associated with Industrial Activity Under the  
KPDES General Permit**

Submission of this Notice of Intent constitutes notice that the party identified in Section I of this form intends to be authorized by a KPDES permit issued for storm water discharges associated with industrial activity. Becoming a permittee obligates such discharger to comply with the terms and conditions of the permit.

**ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM (See Instructions on back)**

**I. Facility Operator Information**

<b>Name:</b>	KYTC District 10	<b>Phone:</b>	6066668841
<b>Address:</b>	PO Box 621	<b>Status of Owner/Operator:</b>	S
<b>City, State, Zip Code:</b>	Jackson, KY 41339		

**II. Facility/Site Location Information**

<b>Name:</b>	KYTC PCN ##### SYP Item # 10-1060		
<b>Address:</b>	KY 451		
<b>City, State, Zip Code:</b>	Hazard, Ky 41702		
<b>County:</b>	Perry		
<b>Site Latitude: (degrees/minutes/seconds)</b>	37/14/48	<b>Site Longitude: (degrees/minutes/seconds)</b>	83/11/42

**III. Site Activity Information**

<b>MS4 Operator Name:</b>							
<b>Receiving Water Body:</b>	North Fork KY River						
<b>Are there existing quantitative data?</b>	Yes <input type="checkbox"/> If Yes, submit with this form. No <input checked="" type="checkbox"/>						
<b>SIC or Designated Activity Code Primary</b>	1611	2nd	1622	3rd		4 <sup>th</sup>	
<b>If this facility is a member of a Group Application, enter Group Application Number:</b>							
<b>If you have other existing KPDES Permits, enter Permit Numbers:</b>							

**IV. Additional Information Required FOR CONSTRUCTION ACTIVITIES ONLY**

<b>Project Start Date:</b>		<b>Completion Date:</b>	
<b>Estimated Area to be disturbed (in acres):</b>	1.6		
<b>Is the Storm Water Pollution Prevention Plan in Compliance with State and/or Local Sediment and Erosion Plans?</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

**V. Certification:** I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, 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.

<b>Printed or Typed Name:</b>	Linda Justice, Chief District Engineer		
<b>Signature:</b>		<b>Date:</b>	

Notice of Intent (NOI) for Storm Water Discharges Associated with Industrial Activity  
To Be Covered Under The KPDES General Permit

**WHO MUST FILE A NOTICE OF INTENT (NOI) FORM**

Federal law at 40 CFR Part 122 prohibits point source discharges of stormwater associated with industrial activity to a water body of the Commonwealth of Kentucky without a Kentucky Pollutant Discharge Elimination System (KPDES) permit. The operator of an industrial activity that has such a storm water discharge must submit a NOI to obtain coverage under the KPDES Storm Water General Permit. If you have questions about whether you need a permit under the KPDES Storm Water program, or if you need information as to whether a particular program is administered by the state agency, call the **Storm Water Contact, Industrial Section, Kentucky Division of Water at (502) 564-3410.**

**WHERE TO FILE NOI FORM**

NOIs must be sent to the following address:

Section Supervisor  
Inventory & Data Management Section  
KPDES Branch, Division of Water  
Frankfort Office Park  
14 Reilly Road  
Frankfort, KY 40601

**COMPLETING THE FORM**

Type or print legibly in the appropriate areas only. If you have any questions regarding the completion of this form call the **Storm Water Contact, Industrial Section, at (502) 564-3410.**

**SECTION I - FACILITY OPERATOR INFORMATION**

Give the legal name of the person, firm, public organization, or any other entity that operates the facility or site described in this application. The name of the operator may or may not be the same as the name of the facility. The responsible party is the legal entity that controls the facility's operation, rather than the plant or site manager. Do not use a colloquial name. Enter the complete address and telephone number of the operator.

Enter the appropriate letter to indicate the legal status of the operator of the facility.

F = Federal                      M = Public (other than federal or state)  
S = State                        P = Private

**SECTION II - FACILITY/SITE LOCATION INFORMATION**

Enter the facility's or site's official or legal name and complete street address, including city, state, and ZIP code.

**SECTION III - SITE ACTIVITY INFORMATION**

If the storm water discharges to a municipal separate storm sewer system (MS4), enter the name of the operator of the MS4 (e.g., municipality name, county name) and the receiving water of the discharge from the MS4. (A MS4 is defined as a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that is owned or operated by a state, city, town, borough, county, parish, district, association, or other public body which is designed or used for collecting or conveying storm water.)

If the facility discharges storm water directly to receiving water(s), enter the name of the receiving water.

Indicate whether or not the owner or operator of the facility has existing quantitative data that represent the characteristics and concentration of pollutants in storm water discharges. If data is available submit with this form.

List, in descending order of significance, up to four 4-digit standard industrial classification (SIC) codes that best describe the principal products or services provided at the facility or site identified in Section II of this application.

If the facility listed in Section II has participated in Part 1 of an approved storm water group application and a group number has been assigned, enter the group application number in the space provided.

If there are other KPDES permits presently issued for the facility or site listed in Section II, list the permit numbers.

**SECTION IV - ADDITIONAL INFORMATION REQUIRED FOR CONSTRUCTION ACTIVITIES ONLY**

Construction activities must complete Section IV in addition of Sections I through III. Only construction activities need to complete Section IV.

Enter the project start date and the estimated completion date for the entire development plan.

Provide an estimate of the total number of acres of the site on which soil will be disturbed (round to the nearest acre).

Indicate whether the storm water pollution prevention plan for the site is in compliance with approved state and/or local sediment and erosion plans, permits, or storm water management plans.

**SECTION V - CERTIFICATION**

Federal statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

*For a corporation:* by a responsible corporate officer, which means: (i) president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions, or (ii) the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

*For a partnership or sole proprietorship:* by a general partner or the proprietor; or

*For a municipality, state, Federal, or other public facility:* by either a principal executive officer or ranking elected official.



## **PART II**

# **SPECIFICATIONS AND STANDARD DRAWINGS**

### **SPECIFICATIONS REFERENCE**

Any reference in the plans or proposal to the *Standard Specifications for Road and Bridge Construction, Edition of 2000*, and *Standard Drawings, Edition of 2000* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2004* and *Standard Drawings, Edition of 2003*.

Special Notes [SN] and Special Provisions [SP] marked with an asterisk \* and listed under Part II of the Table of Contents within this proposal can be referenced in the *Standard Specifications for Road and Bridge Construction, Edition of 2004*. Special Notes and Special Provisions not marked with an asterisk will be attached to this proposal.



**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition**  
(Effective with the July 27, 2007 Letting)

<p><b>SUBSECTION:</b> 105.07 COOPERATION WITH UTILITIES. <b>REVISION:</b> In the last paragraph, replace “KRS 367 Sections 1 through 10” with “KRS 367.4901 through 367.4917”</p>
<p><b>SUBSECTION:</b> 108.01 SUBCONTRACTING OF CONTRACT. <b>REVISION:</b> Replace the second and third sentence of the first paragraph with the following:</p> <p>When the Engineer gives such consent, the Engineer will allow the Contractor to subcontract a portion, but the Contractor must perform with his own organization work amounting to no less than 30 percent of the total Contract cost. The Department will not allow any subcontractor to exceed the percentage to be performed by the Contractor and will require the Contractor to maintain a supervisory role over the entire project.</p>
<p><b>SUBSECTION:</b> 109.07 PRICE ADJUSTMENT. <b>REVISION:</b> Replace the section with the following:</p> <p>109.07 PRICE ADJUSTMENTS. Due to the fluctuating costs of petroleum products, the Department will adjust the compensation of specified liquid asphalt items and diesel fuel in contracts when contract quantity thresholds are met.</p> <p>109.07.01 Liquid Asphalt. The Department will compare the Kentucky Average Price Index (KAPI), for the month that the Contract is let, to the index for the month that the Contractor places the material on the project to determine the percent change. When the original contract quantity for asphalt items is equal to or greater than 3,000 tons and when the average price of the liquid asphalt products increases or decreases more than 5 percent, the Department will adjust the Contractor’s compensation. The KAPI is calculated monthly using the average price, per ton at the terminal, from the active suppliers of liquid asphalt.</p> <p><u>Adjustable Contract Items:</u></p> <ul style="list-style-type: none"> <li>• Asphalt Curing Seal</li> <li>• Asphalt Material for Prime</li> <li>• Asphalt Base, All Classes</li> <li>• Asphalt Binder</li> <li>• Asphalt Surface, All Classes</li> <li>• Sand Asphalt Surface</li> <li>• Asphalt Open-Graded Surface</li> <li>• Asphalt Seal Coat</li> <li>• Asphalt Mixture for Leveling and Wedging</li> <li>• Drainage Blanket - Type II - Asphalt</li> </ul> <p>The Department will determine the price adjustment using the following formulas:</p> <p><u>When PC is greater than PL</u> Asphalt Price Adjustment = <math>(Q \times A)/100 \times PL \times [(PC-PL)/PL - 0.05]</math></p> <p><u>When PC is less than PL</u> Asphalt Price Adjustment = <math>(Q \times A)/100 \times PL \times [(PC-PL)/PL + 0.05]</math></p> <p>Where: Q = Tons of material or mixture placed each month. A = Percent of material or mixture that is asphalt. PL = KAPI for the month that the Contract is let. PC = KAPI for the month that the Contractor places the material or mixture.</p> <p>The job-mix formula for asphalt base, binder, and surface mixtures determines “A”, which is the percent of asphalt. For recycled mixtures, the Department will determine the adjustment for the new asphalt cement only. The Department will consider materials for prime and seal as 100 percent asphalt.</p>

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition**  
(Effective with the July 27, 2007 Letting)

Revision  
Continued

109.07.02 Fuel. The Department will adjust the Contractor's compensation when the average price of diesel fuel increases or decreases more than 5 percent and the original Contract quantity for the item on which the fuel is consumed is equal to or greater than the threshold quantities listed in the following table.

<u>Item</u>	<u>Threshold Quantity</u>	<u>Fuel/Work</u>
Roadway Excavation	10,000 cubic yards	0.25
Embankment-in-Place	10,000 cubic yards	0.25
Borrow Excavation	10,000 cubic yards	0.25
DGA Base or Crushed Stone Base	5,000 tons	0.52
Stabilized Aggregate Base	5,000 tons	0.52
Drainage Blanket, Cement Treated or Untreated	5,000 tons	0.52
Drainage Blanket, Asphalt Treated	5,000 tons	3.00
Crushed Sandstone Base (Cement Treated)	5,000 tons	0.52
Hot-Mixed Asphalt Mixtures for Pavements or Shoulders	3,000 tons <sup>(1)</sup>	3.00
PCC Pavement, Base, or Shoulders	2,000 square yards <sup>(2)</sup>	0.14

<sup>(1)</sup>Total of all hot mixed asphalt Contract items.

<sup>(2)</sup>Total of all JPC pavement, JPC shoulder, and PCC base, Contract items.

The Department will determine the price adjustment using the following formulas:

When PC is greater than PL

$$\text{Fuel Price Adjustment} = Q \times F \times PL \times [(PC-PL)/PL - 0.05]$$

When PC is less than PL

$$\text{Fuel Price Adjustment} = Q \times F \times PL \times [(PC-PL)/PL + 0.05]$$

Where:

Q = Quantity for applicable item placed or performed that month.

F = The fuel to work unit ratio for each applicable item.

PL = Average reseller price of diesel fuel, excluding taxes, discounts, and superfund line items, in the Kentucky region for the month that the Contract is let.

PC = Average reseller price of diesel fuel, excluding taxes, discounts, and superfund line items, in the Kentucky region for the month that the Contractor uses the fuel on the project.

109.07.03 Payments and Deductions. When thresholds are met, the Department will adjust the Contractor's compensation for each eligible pay item, paid or deducted, monthly.

If later price decreases indicate that the Department made an overpayment, the Department will withhold the overpayment from succeeding pay estimates on the project, or the Contractor shall immediately refund the over payment to the Department.

When the Contractor places materials during any month after the month that the Contract time (including all approved time extensions) expires, the Department will use the average price for the month that the Contractor places the material or the average price for the last month of the Contract time; whichever is least.

The Department will not grant a time extension for any overrun in the Contract amount due to payments made according to this section. The Department will not make any additional compensation due to adjustments made according to this section.

The Department will adjust the Contractor's compensation on the following months pay estimate and on the final pay estimate. The Department will make the final adjustment of the Contractor's compensation on the final estimate for the project.

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<p><b>SUBSECTION:</b> 110.01 MOBILIZATION. <b>REVISION:</b> Replace the third paragraph with the following:</p>	<p>Do not bid an amount for Mobilization that exceeds 5 percent of the sum of the total amounts bid for all items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives. The Department will automatically adjust any bids in excess of this amount to 5 percent for bid comparisons. The Department will base the award on the maximum allowable bid of 5 percent. If any errors in unit bid prices for other Contract items in a Contractor's Bid Proposal are discovered after bid opening and such errors reduce the total amount bid for all other items, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, so that the percent bid for Mobilization is larger than 5 percent, the Department will adjust the amount bid for Mobilization to 5 percent of the sum of the corrected total bid amounts.</p>						
<p><b>SUBSECTION:</b> 110.02 DEMOBILIZATION. <b>REVISION:</b> Replace the first sentence of the third paragraph with the following:</p>	<p>Do not bid an amount for Demobilization that is less than 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives.</p>						
<p><b>SUBSECTION:</b> 206.03.03 Compaction. <b>REVISION:</b> Replace "KM 64-412" with "KM 64-002"</p>							
<p><b>SUBSECTION:</b> 206.04.01 Embankment-in-Place. <b>REVISION:</b> Replace the first sentence of the sixth paragraph with the following:</p>	<p>When payment is made for Embankment-in-Place, the Department will make payment for all embankment constructed on the project, including roadway embankment, refill in cuts, and embankment placed in embankment benches.</p>						
<p><b>SUBSECTION:</b> 212.03.03 Permanent Seeding and Protection. <b>PART:</b> Delete Part C) and replace Parts A) and B) with the following: <b>REVISION:</b> A) Seed Mixtures for Permanent Seeding.</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">Seed Mix Type I:</td> <td style="padding-left: 20px;">30% Kentucky 31 Tall Fescue (<i>Festuca arundinacea</i>) 20% Creeping Red Fescue (<i>Festuca rubra</i>) 35% Hard Fescue (<i>Festuca (Festuca longifolia)</i>) 10% Ryegrass, Perennial (<i>Lolium perenne</i>) 5% White Dutch Clover (<i>Trifolium repens</i>)</td> </tr> <tr> <td style="padding-left: 20px;">Seed Mix Type II:</td> <td style="padding-left: 20px;">55% Kentucky 31 Tall Fescue (<i>Festuca arundinacea</i>) 15% Ryegrass, Perennial (<i>Lolium perenne</i>) 15% (based on pure live seed, PLS) Little Bluestem (<i>Schizachyrium scoparium</i>) 15% Crown Vetch (<i>coronilla varia</i>)</td> </tr> <tr> <td style="padding-left: 20px;">Seed Mix Type III:</td> <td style="padding-left: 20px;">40% Kentucky 31 Tall Fescue (<i>Festuca arundinacea</i>) 15% Perennial Ryegrass <i>Lolium perenne</i>) 20% Sericea Lespedeza (<i>Lespedeza cuneata</i>) 25% (based on pure live seed, PLS) Little Bluestem (<i>Schizachyrium scoparium</i>)</td> </tr> </table> <ol style="list-style-type: none"> <li>1) Permanent Seeding on Slopes 3:1 or Less. Apply seed mix Type I at a minimum application rate of 100 pounds per acre.</li> <li>2) Permanent Seeding on Slopes Greater than 3:1 in Highway Districts 4, 5, 6, and 7. Apply seed mix Type II at a minimum application rate of 100 pounds per acre plus a nurse crop of either Cereal Rye or German Foxtail-Millet based on the time of year. During the months of June through August, apply 10 pounds of German Foxtail-Millet (<i>Setaria italica</i>). During the months of September through May, apply 56 pounds of Cereal Rye (<i>Secale cereale</i>). If adjacent to golf courses replace the crown vetch with Kentucky 31 Tall Fescue</li> </ol>	Seed Mix Type I:	30% Kentucky 31 Tall Fescue ( <i>Festuca arundinacea</i> ) 20% Creeping Red Fescue ( <i>Festuca rubra</i> ) 35% Hard Fescue ( <i>Festuca (Festuca longifolia)</i> ) 10% Ryegrass, Perennial ( <i>Lolium perenne</i> ) 5% White Dutch Clover ( <i>Trifolium repens</i> )	Seed Mix Type II:	55% Kentucky 31 Tall Fescue ( <i>Festuca arundinacea</i> ) 15% Ryegrass, Perennial ( <i>Lolium perenne</i> ) 15% (based on pure live seed, PLS) Little Bluestem ( <i>Schizachyrium scoparium</i> ) 15% Crown Vetch ( <i>coronilla varia</i> )	Seed Mix Type III:	40% Kentucky 31 Tall Fescue ( <i>Festuca arundinacea</i> ) 15% Perennial Ryegrass <i>Lolium perenne</i> ) 20% Sericea Lespedeza ( <i>Lespedeza cuneata</i> ) 25% (based on pure live seed, PLS) Little Bluestem ( <i>Schizachyrium scoparium</i> )
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revision continued	<p>3) Permanent Seeding on Slopes Greater than 3:1 in Highway Districts 1, 2, 3, 8, 9, 10, 11, and 12. Apply seed mix Type III at a minimum application rate of 100 pounds per acre plus a nurse crop of either Cereal Rye or German Foxtail-Millet based on the time of year. During the months of June through August, apply 10 pounds of German Foxtail-Millet (<i>Setaria italica</i>). During the months of September through May, apply 56 pounds of Cereal Rye (<i>Secale cereale</i>). If adjacent to crop land or golf course replace the <i>Sericea Lespedeza</i> with Kentucky 31 Tall Fescue.</p> <p>B) Procedures for Permanent Seeding. Include a seeding plan in the Best Management Practices plan (BMP) according to Section 213. Prepare a seedbed and incorporate fertilizer and agricultural limestone as needed. Do not apply dry agricultural Limestone when it may generate a traffic hazard. Remove all rock and dirt clods over 4 inches in diameter from the surface of the seedbed. Unless the Engineer directs otherwise, track all slopes 3:1 or greater. Ensure that tracking is performed up and down and not across. Native Grass seed should be calculated figuring seed on a pure live seed basis (PLS), using the least amount of inert matter available. Seed and mulch to produce a uniform vegetation cover using the seeding rates as indicated to each application. Mulch with clean, weed free straw. Place straw to an approximate 2-inch loose depth (2 tons per acre) and anchor it into the soil by mechanically crimping it into the soil surface or applying tackifier to provide a protective cover. For the periods of March 1 through May 15 and from September 1 through November 1, the Department will allow the option of using hydromulch at minimum rate of 1,500 pounds per acre in place of straw with tackifier. Regardless of materials used, ensure the protective cover holds until seeding is acceptably established according to part G) of this subsection.</p>
<b>SUBSECTION:</b> <b>REVISION:</b>	213.03.01 Best Management Practices (BMP). Replace the second and third sentence of the first paragraph with the following:  Include erosion control for all off right of way work performed under a Department acquired permit. Ensure that the BMP provides storage for 3,600 cubic feet of water per surface acre disturbed.
<b>SUBSECTION:</b> <b>REVISION:</b>	213.03.02 Progress Requirements. Add the following after the first sentence of the third paragraph:  Seed and mulch areas at final grade within 14 days. Temporary mulch areas not at final grade if work stops for longer than 21 days. Temporary mulch soil stock piles within 14 days of the last construction activity in that area.
<b>SUBSECTION:</b> <b>REVISION:</b>	213.03.03 Inspection and Maintenance Replace both "0.1-inch" references with "0.5-inch".  Add the following sentence to the end of the second paragraph:  Initiate corrective action within 24 hours of any reported deficiency.
<b>SUBSECTION:</b> <b>PART:</b> <b>REVISION:</b>	213.03.05 Temporary Control Measures. B) Silt Checks. B) Silt Checks. Use one of the following types:  1) Silt Check Type II - Crushed stone such as cyclopean stone riprap, quarry run stone, or other size material approved by the Engineer, dumped in place and shaped to the configuration required. 2) Silt Check Type III - Blasted or broken rock dumped in place and shaped to the configuration required.  Remove and properly dispose of sediment deposited at silt checks as necessary. When no longer needed, remove the silt checks and dispose of surplus materials as excavated materials according to Section 204. Seed and protect the entire area disturbed, as directed. Do not leave silt checks in place after completion of the project unless allowed by the Engineer or specified in the Plans.

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<p><b>SUBSECTION:</b> 213.03.05 Temporary Control Measures.  <b>PART:</b> F) Temporary Seeding and Protection.  <b>REVISION:</b> Replace the first sentence with the following:</p>	<p>Apply seed mix Type I at a minimum application rate of 100 pounds per acre plus a nurse crop of either Cereal Rye or German Foxtail-Millet based on the time of year. During the months of June through August, apply 10 pounds of German Foxtail-Millet (<i>Setaria italica</i>). During the months of September through May, apply 56 pounds of Cereal Rye (<i>Secale cereale</i>). Obtain the Engineer's approval for the seed before use.</p>
<p><b>SUBSECTION:</b> 213.03.05 Temporary Control Measures.  <b>PART:</b> G) Temporary Mulch.  <b>REVISION:</b> Replace the last sentence with the following:</p>	<p>Place temporary mulch to an approximate 2-inch loose depth (2 tons per acre) and apply tackifier.</p>
<p><b>SUBSECTION:</b> 213.04.15 Temporary Silt Ditch.  <b>REVISION:</b> Replace with the following:</p>	<p>The Department will measure the quantity in linear feet.</p>
<p><b>SUBSECTION:</b> 213.04 MEASUREMENT.  <b>REVISION:</b> Add the following Subsection:</p>	<p>213.04.24 Clean Temporary Silt Ditch. The Department will measure the quantity in linear feet along the ditch line.</p>
<p><b>SUBSECTION:</b> 213.05 PAYMENT.  <b>REVISION:</b> Add the following lines:</p>	<p>20594 Temporary Silt Ditch                      Linear Foot  20601 Clean Temporary Silt Ditch              Linear Foot</p>
<p><b>SUBSECTION:</b> 303.03.01 Mixture  <b>PART:</b> C) Cement Treated Mixture.  <b>REVISION:</b> Delete the "For asphalt pavements" from the second paragraph.</p>	
<p><b>SUBSECTION:</b> 303.03.01 Mixture  <b>PART:</b> C) Cement Treated Mixture.  <b>REVISION:</b> Delete requirement "2".</p>	
<p><b>SUBSECTION:</b> 401.02.01 All Asphalt Mixing Plants.  <b>REVISION:</b> Replace the third paragraph and numbers 1) and 2) with the following:</p>	<p>When plants are in operation, the Department will require one computer on the site of operations for the purpose of recording and submitting test data. Ensure Microsoft Office 2003 Professional, full installation, is installed on the computer and used for data submittal.</p>
<p><b>SUBSECTION:</b> 402.03.02 Acceptance.  <b>PART:</b> D) Testing Responsibilities.  <b>NUMBER:</b> 4) Density.  <b>REVISION:</b> Replace the first sentence of the third paragraph with the following:</p>	<p>For surface mixtures placed on driving lanes and ramps, furnish 2 cores per subplot to the nearest laboratory facility (Contractor or Department lab) for density determination by the Engineer.</p>
<p><b>SUBSECTION:</b> 402.03.02 Acceptance.  <b>PART:</b> H) Unsatisfactory Work.  <b>NUMBER:</b> 1) Based on Lab Data.  <b>REVISION:</b> Replace the "AASHTO MP2" references in the second paragraph with "AASHTO M 323".</p>	
<p><b>SUBSECTION:</b> 402.04 MEASUREMENT.  <b>REVISION:</b> Replace the last sentence with the following:</p>	<p>The Department will not measure construction of rolled rumble strips or pavement wedge texturing for payment and will consider them incidental to the asphalt mixture.</p>

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<p><b>SUBSECTION:</b> 402.04.01 Weight. <b>REVISION:</b> Replace first sentence of the second paragraph with the following:</p>	<p>The Department will determine the bulk, oven-dry specific gravity for the fine and coarse aggregates according to KM64-605 and AASHTO T 85, respectively.</p>												
<p><b>SUBSECTION:</b> 402.04.02 Thickness on New Construction. <b>REVISION:</b> Delete the third paragraph and add the following at the end of the subsection:</p>	<p>The Department will not measure initial thickness check coring or coring of corrective work for payment and will consider it incidental to the asphalt mixture.</p>												
<p><b>SUBSECTION:</b> 402.05.02 <b>PARTS:</b> Lot Pay Adjustment Schedule, Compaction Option A, Base and Binder Mixtures Lot Pay Adjustment Schedule, Compaction Option A, Surface Mixtures Lot Pay Adjustment Schedule, Compaction Option B Mixtures <b>REVISION:</b> Replace the VMA table with the following:</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="2" style="text-align: center;">VMA</th> </tr> <tr> <th style="text-align: center;">Pay Value</th> <th style="text-align: center;">Deviation From Minimum</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.00</td> <td style="text-align: center;">≤ 0.5 below min. VMA</td> </tr> <tr> <td style="text-align: center;">0.95</td> <td style="text-align: center;">0.6-1.0 below min.</td> </tr> <tr> <td style="text-align: center;">0.90<sup>(2)</sup></td> <td style="text-align: center;">1.1-1.5 below min.</td> </tr> <tr> <td style="text-align: center;"><sup>(1)</sup>/<sub>(2)</sub></td> <td style="text-align: center;">&gt; 1.5 below min.</td> </tr> </tbody> </table>	VMA		Pay Value	Deviation From Minimum	1.00	≤ 0.5 below min. VMA	0.95	0.6-1.0 below min.	0.90 <sup>(2)</sup>	1.1-1.5 below min.	<sup>(1)</sup> / <sub>(2)</sub>	> 1.5 below min.
VMA													
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0.90 <sup>(2)</sup>	1.1-1.5 below min.												
<sup>(1)</sup> / <sub>(2)</sub>	> 1.5 below min.												
<p><b>SUBSECTION:</b> 403.03.03 Preparation of Mixture. <b>PART:</b> A) Mixture Composition. <b>REVISION:</b> Replace the “AASHTO MP2” reference in the first paragraph with “AASHTO M 323”.</p>	<p>From the aggregate requirements list, delete 3) Type C.</p>												
<p><b>SUBSECTION:</b> 403.03.03 Preparation of Mixture. <b>PART:</b> C) Mix Design Criteria. <b>REVISION:</b> Replace the “AASHTO MP2” references with “AASHTO M 323”.</p>	<p>Replace the “AASHTO PP28” references in the second paragraph with “AASHTO R 35”.</p>												
<p><b>SUBSECTION:</b> 403.03.03 Preparation of Mixture. <b>PART:</b> C) Mix Design Criteria. <b>NUMBER</b> 1) Preliminary Mix Design. <b>REVISION:</b> Add the following footnote to the table and associate it with the ESAL’s field “&lt;0.3”:</p>	<p>* For CL1 ASPH SURF 0.38D PG64-22 only.</p>												
<p><b>SUBSECTION:</b> 403.03.06 Thickness Tolerances. <b>PART:</b> B) New Construction. <b>REVISION:</b> Replace the first paragraph with the following:</p>	<p>Under the Engineer’s supervision, perform coring for thickness checks according to KM 64-420, as soon as practical after completion of all, or a major portion, of the asphalt base. The Engineer will measure the cores. Fill all core holes either with compacted asphalt mixture or non-shrink grout. Complete all remedial overlay work before placing the final course.</p>												

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**SUBSECTION:** 403.03.08 Rumble Strips.  
**REVISION:** Replace with the following:

403.03.08 Shoulder Rumble Strips and Pavement Wedge Texturing.

A) Shoulder Rumble Strips.

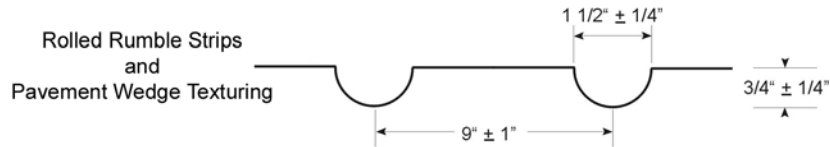
1) Interstates and Parkways. Construct sawed rumble strips on all mainline shoulders to the dimensions shown below. Do not place rumble strips on ramps.

2) Other Roads. Construct rolled rumble strips on shoulders of facilities with posted speed limits greater than 45 MPH. Unless specified in the plans or directed by the Engineer, do not construct rumble strips on facilities with posted speed limits of 45 MPH or less.

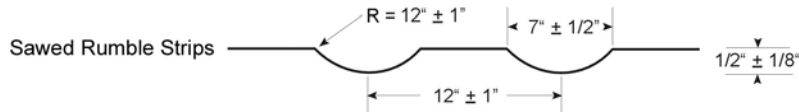
Construct rolled rumble strips on mainline shoulders to the dimensions shown below. On shoulders less than 3 feet wide, shorten the width and distance of the strips as the Engineer directs. Time the rolling operation so indentations are at the specified size and depth without causing unacceptable displacement of the asphalt mat. Correct unacceptable rolled rumble strips by sawing.

B) Pavement Wedge Texturing. Perform texturing on all pavement wedges constructed monolithically with the mainline or constructed using a surface mixture. When furnishing Asphalt Mixture for Pavement Wedge, binder, or a base mixture for the wedge, the Department will not require texturing.

Texture to the dimensions shown below. On wedges less than 3 feet, shorten the length and distance of the texturing as the Engineer directs. Time the rolling operation so indentations are at the specified size and depth without causing unacceptable displacement of the asphalt mat.



Place one foot out from the mainline pavement and to a width of 2 feet.



Place one foot out from the mainline pavement and to a width of 16 inches.

**SUBSECTION:** 403.04.03 Asphalt Mixtures.  
**REVISION:** Replace the second sentence with the following:

The Department will not measure rolled rumble strips or pavement wedge texturing for payment and will consider them incidental to this bid item.

**SUBSECTION:** 403.04.07 Sawed Rumble Strips.  
**REVISION:** Add the following subsection:

403.04.07 Sawed Rumble Strips. The Department will measure the quantity in linear feet. When rolled in rumble strips are specified, the Department will not measure sawed rumble strips for payment and will consider them incidental to the asphalt mixture.

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<b>SUBSECTION:</b>	403.05 PAYMENT						
<b>REVISION:</b>	Add the following bid item:						
	<table border="0"> <thead> <tr> <th align="left"><u>Code</u></th> <th align="left"><u>Pay Item</u></th> <th align="left"><u>Pay Unit</u></th> </tr> </thead> <tbody> <tr> <td>20362</td> <td>Shoulder Rumble Strips – Sawed</td> <td>Linear Foot</td> </tr> </tbody> </table>	<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>	20362	Shoulder Rumble Strips – Sawed	Linear Foot
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>					
20362	Shoulder Rumble Strips – Sawed	Linear Foot					
<b>SUBSECTION:</b>	501.03.20 Opening to Public Traffic.						
<b>REVISION:</b>	Delete the last sentence of the first paragraph.						
<b>SUBSECTION:</b>	501.03.21 Tolerance in Pavement Thickness.						
<b>REVISION:</b>	Add the following:  Core the pavement as the Engineer directs.						
<b>SUBSECTION:</b>	501.04.06 Thickness.						
<b>REVISION:</b>	Add the following:  The Department will not measure coring for payment and will consider it incidental to the concrete pay items.						
<b>SUBSECTION:</b>	502.03 CONSTRUCTION.						
<b>PART:</b>	C) Curing and Protecting Pavement.						
<b>NUMBER:</b>	3)						
<b>REVISION:</b>	Replace the last sentence with the following:  The Department will allow permanent removal of the cover when the concrete attains the required opening strength of 3,000 psi.						
<b>SUBSECTION:</b>	502.03 CONSTRUCTION.						
<b>PART:</b>	D) Strength Testing and Opening to Traffic.						
<b>NUMBER:</b>	2) Testing.						
<b>REVISION:</b>	Replace the second paragraph with the following:  When the average compressive strength is 3,000 psi, the Department will allow the pavement to be opened to traffic and will test the remaining sets of cylinders at the required age. When the average compressive strength is less than 3,000 psi at the required age, do not open the pavement to traffic until the pavement has been in place for 7 days. The Engineer may accept the pavement based on additional testing.						
<b>SUBSECTION:</b>	503.03.09 Ride Quality.						
<b>REVISION:</b>	Replace parts 5) and 6) with the following:  5) Perform corrective work to achieve the required IRI by regrinding the entire width of the traffic lane at areas having a high IRI. The Engineer may exclude pavement areas where grinding alone will not correct deficiency. 6) The Department will create a strip chart when the test results show that the IRI is greater than 60 or upon request for lower IRI values.						
<b>SUBSECTION:</b>	601.03.02 Concrete Producer Responsibilities.						
<b>REVISION:</b>	Replace the first sentence with the following:  Use a concrete producer from the List of Approved Materials when the quantity of concrete delivered to the project in a plastic condition is 250 cubic yards or more.  Ensure that the concrete producer complies with the following requirements:						



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<p><b>SUBSECTION:</b> 601.03.02 Concrete Producer Responsibilities.  <b>PART:</b> C) Quality Control.  <b>REVISION:</b> Replace the first paragraph with the following:</p>	<p>Take full responsibility for the batch weight calculations and quality control of concrete mixtures at the plant. Ensure that the Level II concrete technician is present when work is in progress and is responsible for inspecting trucks, batch weight calculations, monitoring batching, making mixture adjustments, reviewing the slump, air content and unit weight tests, and monitoring the concrete temperature, all to provide concrete to the project conforming to specifications. A Level I concrete technician is responsible for testing production material for slump, entrained air, unit weight and temperature of the mixture. Ensure the technician performs all sampling and testing according to the appropriate Kentucky Methods.</p> <p>Delete the third paragraph.</p>
<p><b>SUBSECTION:</b> 601.03.02 Concrete Producer Responsibilities.  <b>PART:</b> F) Records.  <b>REVISION:</b> Retain all concrete technician records, test results and batch tickets pertaining to concrete produced for a Department project for at least 3 years after formal acceptance of the project. Make all records available to the Engineer and the Contractor on the project for review upon request.</p>	
<p><b>SUBSECTION:</b> 601.03.02 Concrete Producer Responsibilities.  <b>PART:</b> G) Mix Designs.  <b>REVISION:</b> Replace the last sentence of the first paragraph with the following:</p>	<p>Before producing any concrete for the project, submit a proposed mixture design to the Engineer and obtain the District Materials engineer's or the Central Office Material's approval. Submit the mix design electronically using Microsoft Office 2003 Professional, full installation, and the Concrete Mix Design Spreadsheet located on the Division of Materials Website.</p>
<p><b>SUBSECTION:</b> 601.03.02 Concrete Producer Responsibilities.  <b>PART:</b> G) Mix Designs.  <b>NUMBER:</b> 1) New Mixture Designs.  <b>REVISION:</b> Replace the first sentence with the following:</p>	<p>Base the proposed mix design on standard Department methods unless the District Materials Engineer, or Central Office Materials approves otherwise.</p>
<p><b>SUBSECTION:</b> 601.03.02 Concrete Producer Responsibilities.  <b>PART:</b> G) Mix Designs.  <b>NUMBER:</b> 1) New Mixture Designs.  <b>LETTER:</b> b)</p>	
<p><b>REVISION:</b> Replace the second sentence with the following:</p>	<p>The District Materials Engineer or Central Office Materials will provide an average value of the specific gravity aggregate absorption.</p>
<p><b>SUBSECTION:</b> 601.03.02 Concrete Producer Responsibilities.  <b>PART:</b> G) Mix Designs.  <b>NUMBER:</b> 1) New Mixture Designs.  <b>LETTER:</b> g)  <b>REVISION:</b> Replace the fourth and fifth sentence with the following:</p>	<p>Central Office Materials will observe all phases of the trial batches. Have the producer submit a report containing mix proportions and test results for slump, air content, water/cement ratio, unit weight, and compressive strength for each trial batch to the Engineer for Central Office Materials review and approval.</p>

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<b>SUBSECTION:</b> 601.03.02 Concrete Producer Responsibilities. <b>PART:</b> G) Mix Designs. <b>NUMBER:</b> 2) Approval. <b>REVISION:</b> Replace the first sentence with the following:  The District Materials Engineer or Central Office Materials will base approval of the mixture design on the following criteria:
<b>SUBSECTION:</b> 601.03.02 Concrete Producer Responsibilities. <b>PART:</b> G) Mix Designs. <b>NUMBER:</b> 3) Changes in Approved Mix Designs. <b>REVISION:</b> Replace the first sentence with the following:  Do not change the source of supply of the mixture ingredients without the District Materials Engineer's or Central Office Materials written permission.  Replace the third sentence with the following:  Upon the District Materials Engineer's or Central Office Materials written approval, the Department will allow the use of aggregate from the new source.
<b>SUBSECTION:</b> 601.03.03 Proportioning and Requirements. <b>PART:</b> A) Concrete. <b>TABLE:</b> INGREDIENT PROPORTIONS AND REQUIREMENTS FOR VARIOUS CLASSES OF CONCRETE <b>REVISION:</b> Under Class of Concrete replace "AAA <sup>(9)</sup> " with "AAA <sup>(8)</sup> "
<b>SUBSECTION:</b> 601.03.03 Proportioning and Requirements. <b>PART:</b> A) Concrete. <b>FOOTNOTE:</b> (6) <b>REVISION:</b> Add the following after the first sentence of the first paragraph:  For products with voids, the slump may be increased to 7 inches.  Replace the "0.3" requirement for Spring and Fall mix designs with "0.37".
<b>SUBSECTION:</b> 601.03.03 Proportioning and Requirements. <b>PART:</b> A) Concrete. <b>FOOTNOTE:</b> (7) <b>REVISION:</b> Replace with the following:  The precast fabricator may increase the slump of Class A concrete to a maximum of 7 inches provided the fabricator uses a high range water reducer (Type F and G) and maximum water/cement ratio of 0.46.
<b>SUBSECTION:</b> 601.03.03 Proportioning and Requirements. <b>PART:</b> E) Measuring. <b>NUMBER:</b> 3) Water. <b>REVISION:</b> Delete the last sentence of the second paragraph.

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<p><b>SUBSECTION:</b> 601.03.03 Proportioning and Requirements.  <b>PART:</b> E) Measuring.  <b>NUMBER:</b> 4) Measuring Admixtures.  <b>REVISION:</b> Replace with the following:</p>	<p>4) Measuring Admixtures. Introduce liquid admixtures into the concrete batch along with, or as part of, the mixing water. Keep air-entraining admixtures completely separate from all other admixtures until introduction into the batch. Maintain and equip dispensing equipment to ensure no chlorides are introduced into any Department mix.</p> <p>Use approved dispensing equipment with a meter, gauge, or scale that can accurately be pre-set for the needed amount of admixture and can consistently deliver quantities of admixture to successive batches at any setting with satisfactory accuracy. The dispensing equipment must be visible to the batch operator if the actual dispensed amounts are not recorded on the computer batch ticket. Ensure admixture dispensers are inspected, calibrated and certified every 6 months.</p> <p>The Department may allow admixtures to be added, to the truck, at the project site provided the Engineer's approval is obtained first.</p>
<p><b>SUBSECTION:</b> 601.03.04 Classes and Primary Uses.  <b>REVISION:</b> Add the following part:</p>	<p>R) Dry Cast. Precast units.</p>
<p><b>SUBSECTION:</b> 601.03.05 Admixtures.  <b>REVISION:</b> Replace the last sentence of the fourth paragraph with the following:</p>	<p>Store admixtures where the liquid temperatures can be maintained between 32 and 110 °F.</p>
<p><b>SUBSECTION:</b> 601.03.09 Placing Concrete.  <b>PART:</b> D) Weather Limitations and Protection.  <b>REVISION:</b> Delete the last sentence of paragraph two.</p>	
<p><b>SUBSECTION:</b> 605.03 CONSTRUCTION.  <b>REVISION:</b> Insert the following sentence after the first sentence:</p>	<p>Ensure all non-composite box beam concrete contains an approved corrosion inhibitor from the List of Approved Materials.</p>
<p><b>SUBSECTION:</b> 605.03.03 Casting.  <b>REVISION:</b> Delete the first sentence in the first paragraph.</p>	<p>Add the following after the first sentence of the third paragraph:</p> <p>Do not vibrate Self-Consolidating Concrete (SCC).</p>
<p><b>SUBSECTION:</b> 605.03.04 Tack welding.  <b>REVISION:</b> Replace the first sentence with the following:</p>	<p>When tack welding steel reinforcement, use ASTM A 706 steel and conform to the following conditions.</p>
<p><b>SUBSECTION:</b> 605.03.04 Tack Welding.  <b>NUMBER:</b> 3)  <b>REVISION:</b> Replace the first sentence with the following:</p>	<p>Tack weld only at intersections of bars except do not tack weld in any bend or within 2 bar diameters of a bend.</p>
<p><b>SUBSECTION:</b> 605.03.04 Tack Welding.  <b>NUMBER:</b> 5)  <b>REVISION:</b> Replace the last sentence with the following:</p>	<p>Each sample must meet the minimum requirement for elongation, ductility, tensile and yield strength of the bar stock.</p>

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<b>SUBSECTION:</b>	605.03.04 Tack Welding.
<b>NUMBER:</b>	6)
<b>REVISION:</b>	Delete the last sentence.
<b>SUBSECTION:</b>	605.03.04 Tack Welding.
<b>REVISION:</b>	Change footnote "(4) (d)" to "(5)"
<b>SUBSECTION:</b>	605.03.07 Removal of Forms and Surface Finish.
<b>REVISION:</b>	Add the following sentence before the last sentence of the paragraph:  Finish dry cast products according to the Precast/Prestressed Concrete Manual.
<b>SUBSECTION:</b>	611.02.01 Concrete.
<b>REVISION:</b>	Replace with the following:  Conform to Subsections 601.02 and 601.03 and the Precast/Prestress Concrete Manual.
<b>SUBSECTION:</b>	611.03.02 Precast Unit Construction.
<b>REVISION:</b>	Replace "AASHTO C 1433" with "ASTM C 1433"
<b>SUBSECTION:</b>	611.03.02 Precast Unit Construction.
<b>NUMBER:</b>	2)
<b>REVISION:</b>	Replace with the paragraph with the following:  Mark all box culverts sections with the following information on the inside top of each section with letters no less than 2 inches high:  <ul style="list-style-type: none"> <li>a) Span, rise, maximum and minimum design earth cover, and KY Table 3.</li> <li>b) Date of manufacture.</li> <li>c) Name and trademark of the manufacturer.</li> </ul> For entrance and exit box sections, indent the required information. Mark interior sections by indenting or with waterproof paint.
<b>SUBSECTION:</b>	701.02.05 Backfill Materials.
<b>PART:</b>	A) Granular Backfill.
<b>NUMBER:</b>	1)
<b>REVISION:</b>	Remove "A2" from the list of acceptable materials.
<b>SUBSECTION:</b>	701.03.03 Pipe Bedding.
<b>REVISION:</b>	Replace with the following:  701.03.03 Pipe Bedding.  A) Reinforced Concrete Pipe. Construct bedding according to the Standard Drawings and this section.  <ul style="list-style-type: none"> <li>1) Type 1 Installation. When working on a rock foundation, place bedding to a depth of 6 inches or equal to <math>B_c/12</math>, the pipe diameter in inches divided by 12, whichever is greater. For all other foundations, place a minimum of 4 inches of bedding. Shape the bedding to conform to the invert shape throughout the entire width and length of the proposed structure. Compact the bedding, but leave the center third of the pipe diameter (<math>B_c/3</math>) uncompacted. Place and compact additional bedding material in lifts 6 inches or less to an elevation of 0.30 the culvert diameter.</li> <li>2) Type 4 Installation. When working on a rock foundation, place bedding to a depth of 6 inches or equal to <math>B_c/12</math>, the pipe diameter in inches divided by 12, whichever is greater. For all other foundations, place a minimum of 4 inches of bedding.</li> </ul> B) Corrugated Metal, Thermoplastic, and Structural Plate Pipe. Place and compact bedding to provide 4 inches of bedding below the outside invert of the pipe after shaping. Shape the bedding to conform to the invert shape throughout the entire width and length of the proposed structure. Place and compact additional bedding material in lifts 6 inches or less to an elevation of 0.30 the culvert diameter.

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<p><b>SUBSECTION:</b> 701.03.06 Initial Backfill. <b>PART:</b> A) Reinforced Concrete <b>REVISION:</b> Replace with the following:</p>	<p>A) Reinforced Concrete Pipe.</p> <ol style="list-style-type: none"> <li>1) Type 1 Installation. When the top of the pipe is not within one pipe diameter of the subgrade, backfill with granular backfill, additional bedding material, or flowable fill from the top of the bedding to an elevation equal to 1/2 the pipe diameter, and either granular backfill, flowable fill, or embankment material in 6-inch lifts to an elevation of one-foot above the pipe.</li> <li>2) Type 4 Installation. Backfill from the top of the bedding with granular backfill, flowable fill, or embankment material in 6-inch lifts to an elevation of one-foot above the pipe. The Department will allow Type 4 installations for median drains and pipe installations located 35 feet or more from the edge of shoulder, back of curb, or any paved surface.</li> </ol>
<p><b>SUBSECTION:</b> 701.05 PAYMENT. <b>REVISION:</b> Replace bid item “2599 Fabric-Geotextile, Type IV Square Yard” with “21433ES214 Fabric-Geotextile, Type IV for Pipe Square Yard<sup>(2)</sup>”</p>	<p>Replace foot note “** The unit bid price is \$2.00 per square yard for Geotextile Fabric, Type III” with “<sup>(2)</sup>The unit price is \$2.00 per square yard for Fabric-Geotextile, Type IV for Pipe”</p>
<p><b>SUBSECTION:</b> 710.02.15 Plastic Adjusting Rings. <b>REVISION:</b> Replace this section with:</p>	<p>710.02.15 Plastic or Rubber Adjusting Rings. Provide plastic or rubber adjusting rings that are on the Department’s List of Approved Materials.</p>
<p><b>SUBSECTION:</b> 710.03.03 Adjusted Small Drainage Structures. <b>REVISION:</b> Replace the last sentence of the first paragraph:</p>	<p>For plastic or rubber adjusting rings, install and seal according to the manufacturer’s recommendations.</p>
<p><b>SUBSECTION:</b> 711.02 MATERIALS. <b>REVISION:</b> Replace with the following:</p>	<p>Conform to the Contract requirements.</p>
<p><b>SUBSECTION:</b> 713.03 CONSTRUCTION. <b>REVISION:</b> Add the following after the third paragraph:</p>	<p>Offset longitudinal lines at least 2 inches from longitudinal pavement construction joints. Offset longitudinal lane lines on multi-lane highways 2 inches towards the median.</p>
<p><b>SUBSECTION:</b> 714.03.06 Proving Period for Durable Markings. <b>PART:</b> B) Failure. <b>REVISION:</b> Replace the first sentence with the following:</p>	<p>During the proving period, the Department will consider markings defective when the retroreflectivity falls below the minimum required or the material fails to meet the other requirements of A) above. Additionally, when more than 10 percent of any one-mile section or individual gore area is defective, the Department will consider the entire section defective.</p>
<p><b>SUBSECTION:</b> 716.03.08 Testing. <b>REVISION:</b> Replace “10 megohms” with “100 megohms”</p>	
<p><b>SUBSECTION:</b> 721.03 CONSTRUCTION. <b>REVISION:</b> Replace the third paragraph with the following:</p>	<p>Install fence 18 inches inside the right-of-way line or in other locations specifically indicated.</p>
<p><b>SUBSECTION:</b> 723.03 CONSTRUCTION. <b>REVISION:</b> Replace the first sentence of the fourth paragraph with the following:</p>	<p>Set right-of-way markers within 12 inches of the right-of-way line.</p>

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<b>SUBSECTION:</b> 724.02.01 Plants. <b>REVISION:</b> Replace the reference "American Association of Nurserymen" with "American Nursery and Landscape Association".
<b>SUBSECTION:</b> 801.01 REQUIREMENTS. <b>REVISION:</b> Add the following sentence after the third sentence of the first paragraph:  Mills must request and be approved by the Department to supply cement with an SO <sub>3</sub> content above the value in Table 1 of ASTM C 150.
<b>SUBSECTION:</b> 804.01.03 Conglomerate Sand. <b>REVISION:</b> Replace second sentence of the paragraph with the following:  Conglomerate sand may include some material which has been produced by crushing larger pieces of the parent material.
<b>SUBSECTION:</b> 804.02 Approval. <b>REVISION:</b> Replace first sentence of the second paragraph with the following:  The Department will consider a source for inclusion on the Aggregate Source List when the aggregate producer complies with KM 64-608 and provides the following:
<b>SUBSECTION:</b> 804.03 Concrete. <b>REVISION:</b> Second sentence in first paragraph should be a separate paragraph immediately following the first and should read as follows:  Provide natural, crushed, or conglomerate sand. The Department will allow any combination of natural, crushed, or conglomerate sand when the combination is achieved in the concrete plant weigh hopper. The Engineer may allow other sands. Use natural or conglomerate sands as fine aggregates in concrete intended as a wearing surface for traffic. Conform to the following:
<b>SUBSECTION:</b> 804.04.03 Polish-Resistant Aggregate. <b>REVISION:</b> Add the following paragraph:  Provide a signed certification from the aggregate producer for the manufactured polish-resistant fine aggregate stating that the aggregate is supplied from the approved parent material as found on the Department's List of Approved Materials, Polish-Resistant Aggregate Source List and Guidelines on the Division of Materials' webpage.
<b>SUBSECTION:</b> 804.04.04 Requirements for Combined Aggregates. <b>PART:</b> D) Absorption. <b>REVISION:</b> Delete the first sentence and replace the second sentence with the following:  Provide total combined fine aggregates having a water absorption of no more than 4.0 percent.
<b>SUBSECTION:</b> 804.11 Sampling and Testing. <b>REVISION:</b> For Absorption (Fine Aggregate), replace method "AASHTO T 84" with "KM 64-605"
<b>SUBSECTION:</b> 805.02 Approval. <b>REVISION:</b> Replace first sentence of the second paragraph with the following:  The Department will consider a source for inclusion on the Aggregate Source List when the aggregate producer complies with KM 64-608 and provides the following:

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<b>SUBSECTION:</b>	805.04.01 JPC Base, JPC Pavement, JPC Shoulders, and Concrete for Bridge Decks.
<b>REVISION:</b>	Replace the subsection heading and first sentence with the following:  805.04.01 JPC Base, JPC Pavement, JPC Shoulders, Concrete for Bridge Decks, and Precast Products.  Add the following paragraph:  Provide a signed certification from the aggregate producer for the approved freeze-thaw coarse aggregate stating that the aggregate is supplied from the approved parent material as found on the Department's List of Approved Materials and Concrete Aggregate Restriction List.
<b>SUBSECTION:</b>	805.04.01 JPC Base, JPC Shoulders, and Concrete for Bridge Decks.
<b>PART:</b>	3)
<b>REVISION:</b>	Replace the "tests" with "test" in the last sentence.
<b>SUBSECTION:</b>	805.05.05 Polish-Resistant Aggregate.
<b>REVISION:</b>	Add the following paragraph:  Provide a signed certification from the aggregate producer for the manufactured polish-resistant coarse aggregate stating that the aggregate is supplied from the approved parent material as found on the Department's List of Approved Materials, Polish-Resistant Aggregate Source List and Guidelines on the Division of Materials' webpage.
<b>SUBSECTION:</b>	805.13.01 Cyclopean Stone Riprap and Channel Lining Class III.
<b>REVISION:</b>	Replace the subsection with the following:  805.13.01 Cyclopean Stone Riprap and/or Channel Lining Class III. Provide material meeting the general requirements of Section 805. Ensure that 100 percent passes through a square opening of 16 inches by 16 inches, and no more than 20 percent passes through square openings of 8 inches by 8 inches. The Department may allow stones of smaller sizes for filling voids in the upper surface and dressing to the proper slope.
<b>SUBSECTION:</b>	806.03.01 General Requirements.
<b>TEST:</b>	Dynamic Shear
<b>REVISION:</b>	Replace the 100% pay range "5,000-5,500" with "0-5,500"
<b>SUBSECTION:</b>	806.03.03 Modification.
<b>REVISION:</b>	Replace the first sentence with the following:  Use only styrene-butadiene (SB) or styrene-butadiene-styrene (SBS) modifiers.
<b>SUBSECTION:</b>	810.02 APPROVAL.
<b>REVISION:</b>	Replace reference "KM 114" with "KM 115".
<b>SUBSECTION:</b>	810.03.06 Identification and Markings.
<b>REVISION:</b>	Delete the following text from the first paragraph:  "When the manufacturer has more than one plant, include the plant letter assigned by the Division of Materials after the date of manufacture as follows: L-Louisville N-London"  Delete the following paragraph:  "The Department will not require the certification on the shipment approval form to be notarized. The Department will not require the information under "Pipe Data" on the approval form when the manufacture's shipment ticket is attached and contains the necessary information."

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<b>SUBSECTION:</b> 811.02.01 Requirements. <b>REVISION:</b> Replace the subsection with the following:  Furnish bar reinforcement for bridges, cast-in-place culverts, and cast-in-place retaining walls that conforms to ASTM A 615 (billet) or ASTM A 996 (rail). ASTM A 706 steel is acceptable with prior approval of the Division of Materials. Do not weld any steel bar reinforcement unless it is ASTM A 706 rebar. The Engineer will accept rail steel bar reinforcement in straight lengths only. Do not use rail steel reinforcement where field bending is allowed or required.
<b>SUBSECTION:</b> 811.09.02 Dowel Bars. <b>REVISION:</b> Replace the reference to "ASTM A 616" with "ASTM A 996"  Insert the following sentence between the third and fourth sentence of the first paragraph:  Broken or sheared ends are acceptable with prior approval of the Division of Materials.
<b>SUBSECTION:</b> 811.06 BAR MATS. <b>REVISION:</b> Replace the subsection with the following:  Conform to ASTM A 184 and fabricate by welding deformed Grade 60 weldable bars.
<b>SUBSECTION:</b> 811.09.02 Dowel Bars. <b>REVISION:</b> Replace the first paragraph with the following:  Furnish dowel bars that are plain round bars conforming to ASTM A 706, A 615, A 996, or A 617 with respect to mechanical properties only. Provide either Grade 40, 50 or 60 steel. Saw cut the free ends of the dowels and ensure that they are free of burrs or projections. Broken or sheared ends are acceptable with prior approval of the Division of Materials. Coat dowel bars according to AASHTO M 254 with the following exceptions for Type B coatings:
<b>SUBSECTION:</b> 811.10.02 Epoxy Coating Material. <b>REVISION:</b> Replace both the reference to "ASTM D 3963 Annex" and "ASTM D 3963" with "AASHTO M 284".
<b>SUBSECTION:</b> 812.01.02 Hot-Rolled Carbon Steel Sheets and Strip of Structural Quality, Grade 33 (Corrugated Steel Plank for Bridge Floors). <b>REVISION:</b> Replace the reference to "ASTM A 570" with "ASTM A 1011"



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**SUBSECTION:** 827.04 SEED.

**REVISION:** Replace with the following:

827.04 SEED. Conform to the requirements outlined in the “Kentucky Seed Law and Provisions for Seed Certification in Kentucky” and the “Regulations under the Kentucky Seed Law”, with following exceptions:

- 1) Obtain seed only through registered dealers that are permitted for labeling of seed.
- 2) Ensure all deliveries and shipments of premixed seed are accompanied with a master blend sheet.
- 3) Ensure all bags and containers have an acceptable seed tag attached.
- 4) The Department may sample the seed at the job site at any time.

Do not use seed (grasses, native grasses, and legumes) if the weed seed is over one percent, total germination (including hard seed) is less than 80 percent, if the seed test date is over 9 months old exclusive of the month tested, or if the limits of noxious weed seed is exceeded.

Ensure that noxious weed seeds contained in any seed or seed mixture does not exceed the maximum permitted rate of occurrence per pound.

<u>Name of Kind</u>	<u>Max. No. Seeds (per pound)*</u>
Balloon Vine ( <i>Cardiospermum halicacabum</i> )	0
Purple Moonflower ( <i>Ipomoea turbinata</i> )	0
Canada Thistle ( <i>Cirsium Arvense</i> )	0
Johnsongrass ( <i>Sorghum halepense</i> and <i>Sorghum almum</i> and perennial rhizomatous derivatives of these species)	0
Quackgrass ( <i>Elytrigia Repens</i> )	0
Annual Bluegrass ( <i>Poa annua</i> )	120
Buckhorn Plantain ( <i>Plantago lanceolata</i> )	120
Corncockle ( <i>Agrostemma githago</i> )	18
Dodder ( <i>Cuscuta</i> spp.)	18
Giant Foxtail ( <i>Setaria faberii</i> )	18
Oxeye Daisy ( <i>Chrysanthemum leucanthemum</i> )	120
Sorrel ( <i>Rumex acetosella</i> )	120
Wild Onion and Wild Garlic ( <i>Allium</i> spp.)	18

\* Seed or seed mixtures that contain in excess of 120 total noxious seeds per pound is prohibited

Wildflower seed shall not be planted until approved by the MCL.

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<b>REQUIREMENTS FOR SEEDS</b>			
	Purity (Min. %)	Germination (Min. %) Including Hard Seed and Dormant Seed	Hard Seed (Max. %) Allowed in Germination
<b>Grasses</b>			
Bentgrass ( <i>Argrostis palustris</i> )	98	85	-
Bermudagrass, common ( <i>Cynodon dactylon</i> )	97	85	-
Bluegrass, Kentucky ( <i>Poa pratensis</i> )	98	85	-
Brome, smooth ( <i>Bromus inermis</i> )	95	80	-
Canarygrass, reed ( <i>Phalaris arundinacea</i> )	95	80	-
Fescue, chewings ( <i>Festuca rubra</i> var. <i>commutata</i> )	97	85	-
Fescue, hard ( <i>Festuca trachyphlla</i> )	97	85	-
Fescue, meadow ( <i>Festuca elatior</i> )	97	85	-
Fescue, red ( <i>Festuca rubra</i> )	97	85	-
Fescue, tall ( <i>Festuca arundinacca</i> )	97	85	-
Orchardgrass ( <i>Dactylis glomerata</i> )	97	85	-
Redtop ( <i>Agrostic alba</i> )	95	80	-
Ryegrass, annual, common or Italian ( <i>Lotium multiflorum</i> )	97	85	-
Ryegrass, perennial ( <i>Lolium perenne</i> )	97	85	-
Lovegrass, Weeping ( <i>Eragrostic curvula</i> )	96	80	-
Oat ( <i>Avena Sativa</i> )	98	85	-
Rye ( <i>Secale cereale</i> )	98	85	-
Timothy ( <i>Phleum pratense</i> )	98	85	-
Wheat, common ( <i>Triticum aestivum</i> )	98	85	-
<b>Legumes</b>			
Alfalfa ( <i>Medicago sativa</i> )	98	85	25
Clover, alsike ( <i>Trifolium hybridum</i> )	97	85	25
Clover, ladino ( <i>Trifolium repens</i> )	98	85	25
Clover, white ( <i>Trifolium repens</i> )	98	85	25
Crownvetch ( <i>Coronilla varia</i> )	97	85	25
Lespedeza, Korean ( <i>Lespedeza stipulacea</i> )	97	85	20
Lespedeza, Sericea ( <i>Lespedeza cuneata</i> )	97	85	20
Sweetclover, white ( <i>Melilotus alba</i> )	98	85	25
Sweetclover, yellow ( <i>Melilotus officinalis</i> )	98	85	25
Trefoil, birdsfoot ( <i>Lotus corniculatus</i> )	97	85	25
<b>Native Grasses</b>			
Little Bluestem ( <i>Schizachyrium scoparium</i> )	85	80	-
Big Blustem ( <i>Andropogon gerardii</i> )	85	80	-
Indian Grass ( <i>Sorghastrum nutans</i> )	85	80	-
Switchgrass ( <i>Panicum virgatum</i> )	85	80	-

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<b>SUBSECTION:</b> <b>REVISION:</b>	<p>827.07 EROSION CONTROL BLANKET. Replace the subsection with the following:</p> <p>827.07 EROSION CONTROL BLANKET. Use a blanket from the Department's List of Approved Materials. Blankets must be machine constructed with two-sided netting filled with curled wood fiber mat, straw, or a straw and coconut fiber combination. Ensure the blanket is smolder resistant without the use of chemical additives.</p> <ul style="list-style-type: none"><li>A) Dimensions. Furnish in strips with a minimum width of 4 feet and length of 50 feet.</li><li>B) Weight.<ul style="list-style-type: none"><li>1) Curled Wood Fiber. Ensure a minimum mass per unit area of 7.25 ounce per square yard according to ASTM D 6475.</li><li>2) Straw. Ensure a minimum mass per unit area of 7.5 ounce per square yard according to ASTM D 6475.</li><li>3) Straw/Coconut Fiber. Ensure a minimum mass per unit area of 6.75 pounds per square yard according to ASTM D 6475.</li></ul></li><li>C) Fill. Ensure the fill is evenly distributed throughout the blanket.<ul style="list-style-type: none"><li>1) Curled Wood Fiber. Use curled wood fiber of consistent thickness with at least 80 percent of its fibers 6 inches or longer in length.</li><li>2) Straw. Use only weed free agricultural straw.</li><li>2) Straw/Coconut Fiber. Conform to the straw requirements above and ensure the coconut fiber is evenly distributed throughout the blanket and accounts for 30% or more of the fill.</li></ul></li><li>D) Netting. Use photodegradable extruded plastic mesh or netting, with a maximum spacing width of one inch square, on both sides of the blanket. Secure the netting by stitching or other method to ensure the blanket retains its integrity.</li><li>E) Staples. 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 6 inches. Use a heavier gauge when working in rocky or clay soils and longer lengths in sandy soils. Provide staples with colored tops when requested by the Engineer.</li><li>F) Performance.<ul style="list-style-type: none"><li>1) C-Factor. Ensure the ratio of soil loss from protected slope to ratio of soil loss from unprotected is <math>\leq 0.15</math> for a slope of 3:1 when tested according to ECTC method 2.</li><li>2) Shear Stress. Ensure the blanket can sustain a minimum shear stress of 1.75 pounds per square foot without physical damage or excess erosion (<math>&gt; 0.5</math> inches soil loss) when tested according to ECTC Method 3.</li></ul></li></ul>
<b>SUBSECTION:</b> <b>REVISION:</b>	<p>828.02 APPROVAL. Add the following:</p> <p>The Department will continue to include the masonry coatings on the list contingent upon receiving an annual certification containing the following information:</p> <ul style="list-style-type: none"><li>1) A statement that the masonry coating to be furnished during the particular calendar year is of the same composition as that previously approved for inclusion on the approved list.</li><li>2) A statement that the masonry coating conforms to the appropriate requirements of the Kentucky Standard Specifications for Road and Bridge Construction.</li><li>3) A statement that notification will be made to the Division of Materials of any changes in composition for review and approval before furnishing the material to projects.</li></ul>
<b>SUBSECTION:</b> <b>TABLE:</b> <b>REVISION:</b>	<p>843.01.02 Acceptance Procedures for Non-Specification Fabric. GRAB STRENGTH PAYMENT REDUCTION Add the following note:</p> <p>The Department will use the lowest value of MACHINE and CROSS for the reduction calculation.</p>

**Supplemental Specifications to The Standard Specifications  
for Road and Bridge Construction, 2004 Edition**

(Effective with the July 27, 2007 Letting)

<b>SUBSECTION:</b> 844.02.01 Fly Ash. <b>PART:</b> 1) <b>REVISION:</b> Delete the last sentence.
<b>SUBSECTION:</b> 844.02.01 Fly Ash. <b>REVISION:</b> Replace the subsection with the following:  844.02.01 Fly Ash. Select from the Department's List of Approved Materials for fly ash sources. To be placed on the list, furnish samples and ASTM C 618 test data developed over the previous 3 months, and confirm to the requirements in KM 64-325.

## **PART III**

### **EMPLOYMENT, WAGE AND RECORD REQUIREMENTS**

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

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

**I. GENERAL**

1. 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.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

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 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his 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, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO 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 minority group employees.

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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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 his 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 his avenues of appeal.

#### 6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best 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 SHA 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 minority and women 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 minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.

**8. 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.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. 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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

(1) The number 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;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA 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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## 2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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. Said 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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## 3. Payment of Fringe Benefits:

a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

## 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

### a. Apprentices:

(1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wagedetermination for the classification of work actually performed.

**5. 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.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as 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 SHA contracting officer 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.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### 2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such 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 the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. 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 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

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 State. 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).

a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.

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 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 VII 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## VIII. SAFETY: ACCIDENT PREVENTION

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 SHA 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. 333).

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. 333).

## IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice 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:

### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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 not more than \$10,000 or imprisoned not more than 5 years or both."*

## X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

**XI. CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION**

**1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary 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 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which

this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary 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 primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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.

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.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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;

c. 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 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

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**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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 Covered Transactions:**

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 participation in this transaction 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.

\*\*\*\*\*

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(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 his or her bid or proposal that he or she 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.

**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 (between forty and seventy); 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 (between forty and seventy). 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, disability or age (between forty and seventy), except that such notice or advertisement may indicate a preference, limitation, or specification based on religion, or national origin when religion, or national origin 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 (between forty and seventy), 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: 12-3-92



## 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 (6) provides:

No present or former public servant shall, within six (6) months of 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 the state in matters in which he was directly involved during 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, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved 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.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, 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, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
**TRAINING SPECIAL PROVISIONS**

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under these special provisions and in this contract is shown in "Special Notes Applicable to Project" in the bid proposal.

In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction the contractor shall submit to the Kentucky Transportation Cabinet, Department of Highways for its approval, an acceptable training program on forms provided by the Cabinet indicating the number of trainees to be trained in each selected classification. Failure to provide the Cabinet with the proper documentation evidencing an acceptable training program prior to commencing construction shall cause the Cabinet to suspend the operations of the contractor with (if applicable) working days being charged as usual against the contract time or (if applicable), no additional contract time being granted for the suspension period. The Cabinet will not be liable for the payment of any work performed during the suspension period due to the failure of the contractor to provide an acceptable training program. Said suspension period shall be terminated when an acceptable training program is received by the Cabinet. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case. The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Kentucky Transportation Cabinet, Department of Highways and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed for each hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

**TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES**

<b>HIGHWAY BASIC HOURLY RATES</b>	<b>FRINGE BENEFIT PAYMENTS COMBINED</b>
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**CRAFTS**

Boilermakers .....	24.65.....	12.94
Bricklayers: .....	20.35.....	7.80
Stone Mason .....	18.95.....	7.80
Carpenters: .....	18.85.....	7.80
Cement Masons:.....	18.70.....	7.80
Electricians: .....	*22.60.....	6.97

\*When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T. V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to a direct fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet.

Ironworkers, Reinforcing: .....	18.75.....	7.80
Ironworkers, Structural: .....	18.95.....	7.80
Painters		
All Excluding Bridges.....	19.92.....	9.57
Bridges .....	23.92.....	10.07
Piledrivers: .....	18.50.....	7.80
Plumbers .....	22.52.....	7.80
Sheet Metal Worker .....	20.40.....	7.80

Welders - Receive rate for craft in which welding is incidental.

**LABORERS:**

General laborer, flagperson, steam jenny.	<b>BASE RATE</b> .....	16.90
	<b>FRINGE BENEFITS</b> .....	7.80

Batch truck dumper, deck hand or scowman.	<b>BASE RATE</b> .....	17.15
	<b>FRINGE BENEFITS</b> .....	7.80

Power driven tool operator of the following: wagon drill, chain saw, sand blaster, concrete chipper, pavement breaker, vibrator, power wheelbarrow and power buggy, sewer pipe layer, bottom man, dry cement handler, concrete rubber, mason tender.	<b>BASE RATE</b> .....	17.25
	<b>FRINGE BENEFITS</b> .....	7.80

**TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES**

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**LABORERS: (continue)**

Asphalt lute and rakerman, side rail setter.	<b>BASE RATE</b> .....17.30 <b>FRINGE BENEFITS</b> .....7.80
Gunnite nozzle man.	<b>BASE RATE</b> .....17.40 <b>FRINGE BENEFITS</b> .....7.80
Tunnel laborer (free air).	<b>BASE RATE</b> .....17.45 <b>FRINGE BENEFITS</b> ..... 7.80
Tunnel mucker (free air),gunnite operator	<b>BASE RATE</b> .....17.50 <b>FRINGE BENEFITS</b> .....7.80
Hand blade operator	<b>BASE RATE</b> .....17.65 <b>FRINGE BENEFITS</b> .....7.80
Tunnel miner, blaster and driller (free air).	<b>BASE RATE</b> .....17.85 <b>FRINGE BENEFITS</b> .....7.80
Caisson worker.	<b>BASE RATE</b> .....18.40 <b>FRINGE BENEFITS</b> .....7.80
Powderman.	<b>BASE RATE</b> .....18.50 <b>FRINGE BENEFITS</b> .....7.80
Drill operator of percussion type drills which are both powered and propelled by an independent air supply.	<b>BASE RATE</b> .....19.70 <b>FRINGE BENEFITS</b> .....7.80
Truckhelper and warehouseman (State).	<b>BASE RATE</b> .....17.15 <b>FRINGE BENEFITS</b> .....7.80
Driver, winch truck and A-Frame when used in transporting materials.	<b>BASE RATE</b> .....17.25 <b>FRINGE BENEFITS</b> .....7.80

**TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES**

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**TRUCK DRIVERS AND RELATED CLASSIFICATIONS:**

Driver, (semi-trailer or pole trailer), driver (dump truck, tandem axle), driver of distributor.	<b>BASE RATE</b> .....17.35 <b>FRINGE BENEFITS</b> .....7.80
Driver on mixer trucks (all types).	<b>BASE RATE</b> .....17.40 <b>FRINGE BENEFITS</b> .....7.80
Truck mechanic	<b>BASE RATE</b> .....17.45 <b>FRINGE BENEFITS</b> .....7.80
Driver (3 tons and under), tire changer and truck mechanic helper (State)	<b>BASE RATE</b> .....17.48 <b>FRINGE BENEFITS</b> .....7.80
Driver on pavement breakers.	<b>BASE RATE</b> .....17.50 <b>FRINGE BENEFITS</b> .....7.80
Driver (over 3 tons), driver (truck mounted rotary drill).	<b>BASE RATE</b> .....17.69 <b>FRINGE BENEFITS</b> .....7.80
Driver, Euclid and other heavy earth moving equipment, Low boy	<b>BASE RATE</b> .....18.26 <b>FRINGE BENEFITS</b> .....7.80
Greaser on greasing facilities.	<b>BASE RATE</b> .....18.35 <b>FRINGE BENEFITS</b> .....7.80

**OPERATING ENGINEERS:**

Auto patrol, batcher plant, bituminous paver, cable-way, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge engineer, elevator (regardless of ownership when used for hoisting any building material), elevating grader and all types of loaders, hoe-type machine, hoisting engine, locomotive, LeTourneau or carry-all scoop, bulldozer, mechanic, orangepeel bucket, piledriver, power blade, roller (bituminous), roller (earth), roller (rock), scarifier, shovel, tractor shovel, truck crane, well points, winch truck, push dozer, grout pump, high lift, fork lift (regardless of lift height), all types of boom cats, multiple operator, core drill, tow or push boat, A-Frame winch truck, concrete paver, gradeall, hoist, hyster, material pump, pumpcrete, ross carrier, sheep foot, sideboom, throttle-valve man, rotary drill, power generator, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane,

**TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES**

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**OPERATING ENGINEERS:** (continued)

tugger, backfiller, gurry, self-propelled compactor, self –contained hydraulic percussion drill.

**BASE RATE** .....20.25  
**FRINGE BENEFITS** .....7.80

All air compressors (200 cu. ft. per min. or greater capacity), bituminous mixer, concrete mixer (under 21 cu. ft.), welding machine, form grader, tractor (50 H.P. and over), bull float, finish machine, outboard motor boat, brakeman, whirly oiler, tractair and road widening trencher, articulating trucks, mechanic helper, (State).

**BASE RATE** .....18.50  
**FRINGE BENEFITS** .....7.80

Greaser on grease facilities servicing heavy equipment

**BASE RATE** .....18.35  
**FRINGE BENEFITS** .....7.80

Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, pump, tamping machine, tractors (under 50 H.P.), vibrator, oiler, air compressors (under 200 cu. ft. per min. capacity), concrete saw, burlap and curing machine, hydro seeder, power form handling equipment, deckhand oiler, hydraulic post driver.

**BASE RATE** .....17.76  
**FRINGE BENEFITS** .....7.80

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 the General Laborer except those classified as bona fide apprentices.

These rates are listed pursuant to the Kentucky Determination No. CR-05-II-HWY dated May 16, 2006 and/or Federal Decision No. KY 20070026 dated February 9, 2007.

NOTE: Both Kentucky Determination No. CR-05-II-HWY and Federal Decision No. KY20070026 dated February 9, 2007 apply to this project. This set of wage rates contains a combination of these two wage decisions.

**TRANSPORTATION CABINET  
DIVISION OF CONSTRUCTION PROCUREMENT  
COMPLIANCE SECTION  
PROJECT WAGE RATES**

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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 to the undersigned.**

Steve Waddle, Director  
Division of Construction Procurement  
Frankfort, Kentucky 40622

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
7.0%	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 Perry County.



**PART IV**  
**INSURANCE**

**INSURANCE**  
**(Railroad Involvement)**

The Contractor shall carry the following insurance in addition to the insurance required by law:

1. Contractor's Public Liability Insurance not less than \$100,000.00 for damages arising out of bodily injuries to or death to one person. Not less than \$300,000.00 for damages arising out of bodily injuries to or death to two or more persons.
2. Contractor's Property Damages Liability Insurance. Not less than \$100,000.00 for all damages arising out of injury or destruction of property in any one accident. Not less than \$300,000.00 for all damages during the policy period.
3. Contractor's Protective Public Liability and Property Damage Insurance. The contractor shall furnish evidence with respect to operations performed for him by subcontractors that he carries in his own behalf for the above stipulated amounts.
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. 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.
6. RAILROAD PROTECTIVE LIABILITY INSURANCE. The policy shall name the railroad as the Named Insured and the limit of liability shall be not less than \$5,000,000 combined single limit for Bodily Injury and Property Damage per occurrence, subject to a \$10,000,000 aggregate limit per annual policy period. If the project involves a rail facility where passenger trains operate, the insurance limits required that are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. The original of this policy must be submitted for the railroad's approval and filing prior to the commencement of work on this project.

## **PART V**

# **STATEMENT OF INCOMPLETE WORK**

STATEMENT OF INCOMPLETED WORK

All active prime contracts must be reported. This includes prime contracts with public and private owners and joint-ventured contracts. The names of the joint venturers must be shown when reporting these projects. A machine or typed listing reporting the status of each contract is acceptable when attached to this report; however, the total amounts on the itemized listing must be reported in the space provided below:

CONTRACT WITH	PROJECT IDENTIFICATION	PRIME CONTRACT AMOUNT	EARNINGS THROUGH LAST APPROVED ESTIMATE	TOTAL AMOUNT OF WORK REMAINING
TOTAL (Attach Summary if not itemized above)		\$	\$	\$

**PART VI**

**BID ITEMS**

**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 1

**Contract ID: 07-1023**

PERRY COUNTY

BRO 8291(004)

Letting: 9/28/07

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS  
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
		ROADWAY			.	.
0010	00001	DGA BASE	1,982.00	TON	.	.
0020	00003	CRUSHED STONE BASE	893.00	TON	.	.
0030	00078	CRUSHED AGGREGATE SIZE NO 2	3,521.00	TON	.	.
0040	00100	ASPHALT SEAL AGGREGATE	7.00	TON	.	.
0050	00212	CL2 ASPH BASE 1.00D PG64-22	1,057.00	TON	.	.
0060	00291	EMULSIFIED ASPHALT RS-2	1.00	TON	.	.
0070	00301	CL2 ASPH SURF 0.38D PG64-22	413.00	TON	.	.
0080	00440	ENTRANCE PIPE-15 INCH	68.00	LF	.	.
0090	00443	ENTRANCE PIPE-24 INCH	114.00	LF	.	.
0100	00461	CULVERT PIPE-15 INCH	70.00	LF	.	.
0110	00466	CULVERT PIPE-30 INCH	72.00	LF	.	.
0120	00521	STORM SEWER PIPE-15 INCH	106.00	LF	.	.
0130	00522	STORM SEWER PIPE-18 INCH	281.00	LF	.	.
0140	01310	REMOVE PIPE	218.00	LF	.	.
0150	01370	METAL END SECTION TY 1-15 INCH	1.00	EACH	.	.
0160	01480	CURB BOX INLET TYPE B	9.00	EACH	.	.
0170	01490	DROP BOX INLET TYPE 1	1.00	EACH	.	.
0180	01493	DROP BOX INLET TYPE 2	1.00	EACH	.	.
0190	01496	DROP BOX INLET TYPE 3	2.00	EACH	.	.
0200	01642	JUNCTION BOX-18 INCH	1.00	EACH	.	.
0210	01810	STANDARD CURB AND GUTTER	414.00	LF	.	.
0220	01830	STANDARD INTEGRAL CURB	769.50	LF	.	.
0230	01982	DELINEATOR FOR GUARDRAIL-WHITE	16.00	EACH	.	.
0240	02084	JPC PAVEMENT-8 INCH	2,009.00	SQYD	.	.
0250	02091	REMOVE PAVEMENT	4,145.00	SQYD	.	.
0260	02159	TEMPORARY DITCH	100.00	LF	.	.

**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 2

**Contract ID: 07-1023**

PERRY COUNTY

BRO 8291(004)

Letting: 9/28/07

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS  
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
0270	02200	ROADWAY EXCAVATION	5,368.00	CUYD	.	.
0280	02242	WATER	10.00	MGAL	.	.
0290	02351	GUARDRAIL-STEEL W BEAM-S FACE	975.00	LF	.	.
0300	02360	GUARDRAIL TERMINAL SECTION NO 1	7.00	EACH	.	.
0310	02371	GUARDRAIL END TREATMENT TYPE 7	1.00	EACH	.	.
0320	02381	REMOVE GUARDRAIL	85.00	LF	.	.
0330	02437	R/W MARKER MUNICIPAL TYPE 1	7.00	EACH	.	.
0340	02484	CHANNEL LINING CLASS III	1,640.00	TON	.	.
0350	02545	CLEARING AND GRUBBING 1.58 ACRES	1.00	LS	.	.
0360	02551	CONCRETE-CLASS A FOR STEPS	0.80	CUYD	.	.
0370	02555	CONCRETE-CLASS B	0.66	CUYD	.	.
0380	02562	SIGNS	50.00	SQFT	.	.
0390	02614	HANDRAIL-TYPE A-4	468.00	LF	.	.
0400	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	.	.
0410	02651	DIVERSIONS (BY-PASS DETOURS)	1.00	LS	.	.
0420	02676	MOBILIZATION FOR MILL & TEXT	1.00	LS	.	.
0430	02677	ASPH PAVE MILLING & TEXTURING	185.00	TON	.	.
0440	02701	TEMPORARY SILT FENCE	1,900.00	LF	.	.
0450	02703	SILT TRAP TYPE A	4.00	EACH	.	.
0460	02704	SILT TRAP TYPE B	4.00	EACH	.	.
0470	02706	CLEAN SILT TRAP TYPE A	12.00	EACH	.	.
0480	02707	CLEAN SILT TRAP TYPE B	12.00	EACH	.	.
0490	02709	CLEAN TEMPORARY SILT FENCE	1,900.00	LF	.	.
0500	02720	SIDEWALK-4 INCH CONCRETE	310.69	SQYD	.	.
0510	02726	STAKING	1.00	LS	.	.

**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 3

**Contract ID: 07-1023**

PERRY COUNTY

BRO 8291(004)

Letting: 9/28/07

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS  
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
0520	02731	REMOVE STRUCTURE LEFT STA 73+50.00 QUONSET HUT	1.00	LS	.	.
0530	02731	REMOVE STRUCTURE RT STA 73+20	1.00	LS	.	.
0540	02731	REMOVE STRUCTURE RT STA 77+00	1.00	LS	.	.
0550	05950	EROSION CONTROL BLANKET	99.00	SQYD	.	.
0560	05952	TEMPORARY MULCH	9,569.00	SQYD	.	.
0570	05953	TEMP SEEDING AND PROTECTION	2,000.00	SQYD	.	.
0580	05966	TOPDRESSING FERTILIZER	1.00	TON	.	.
0590	05985	SEEDING AND PROTECTION	2,700.00	SQYD	.	.
0600	05990	SODDING	65.06	SQYD	.	.
0610	06510	PAVE STRIPING-TEMP PAINT-4 IN	2,000.00	LF	.	.
0620	06514	PAVE STRIPING-PERM PAINT-4 IN	4,800.00	LF	.	.
0630	06565	PAVE MARKING-THERMO X-WALK-6 INCH	358.00	LF	.	.
0640	06567	PAVE MARKING-THERMO STOP BAR-12IN	90.00	LF	.	.
0650	06574	PAVE MARKING-PRE THERM CURV ARROW	2.00	EACH	.	.
0660	08100	CONCRETE-CLASS A	5.46	CUYD	.	.
0670	08150	STEEL REINFORCEMENT	171.00	LB	.	.
0680	10000NS	LOT PAY ADJUSTMENT	2,940.00	DOLL	1.0000	2,940.00
0690	10020NS	FUEL ADJUSTMENT	1,068.00	DOLL	1.0000	1,068.00
0700	20496NS843	SILT TRAP TYPE C	7.00	EACH	.	.
0710	20497NS843	CLEAN SILT TRAP TYPE C	21.00	EACH	.	.
0720	20588NC	INSTALL PROJECT IDENTIFICATION SIGNS	2.00	EACH	.	.
0730	21433ES214	FABRIC GEOTEXTILE TY IV FOR PIPE	915.00	SQYD	2.0000	1,830.00
0740	22064EN	SIDEWALK- DECORATIVE STAMP	657.75	SQYD	.	.
0750	22770EN	CONCRETE ENTRANCE - DECORATIVE STAMP	52.27	SQYD	.	.



**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 4

**Contract ID: 07-1023**

PERRY COUNTY

BRO 8291(004)

Letting: 9/28/07

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS  
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
		BRIDGE			.	.
0760	02231	STRUCTURE GRANULAR BACKFILL	505.00	CUYD	.	.
0770	02484	CHANNEL LINING CLASS III	45.00	TON	.	.
0780	02998	MASONRY COATING	116.00	SQYD	.	.
0790	03299	ARMORED EDGE FOR CONCRETE	56.00	LF	.	.
0800	08003	FOUNDATION PREPARATION	1.00	LS	.	.
		25228				
0810	08003	FOUNDATION PREPARATION	1.00	LS	.	.
		25288				
0820	08019	CYCLOPEAN STONE RIP RAP	1,565.00	TON	.	.
0830	08100	CONCRETE-CLASS A	603.80	CUYD	.	.
0840	08104	CONCRETE-CLASS AA	595.80	CUYD	.	.
0850	08150	STEEL REINFORCEMENT	92,815.00	LB	.	.
0860	08151	STEEL REINFORCEMENT-EPOXY COATED	146,863.00	LB	.	.
0870	08160	STRUCTURAL STEEL	1.00	LS	.	.
		1,646,000 LBS				
0880	08170	SHEAR CONNECTORS	1.00	LS	.	.
		9770 LBS				
0890	20635ED	EXPANSION DAM-5 IN	78.00	LF	.	.
0900	20745ED	ROCK SOUNDINGS	86.10	LF	.	.
0910	20746ED	ROCK CORINGS	151.90	LF	.	.
0920	22050EN	DRILLED SHAFT 90 IN- SOLID ROCK	48.00	LF	.	.
0930	22051EN	DRILLED SHAFT 96 IN- SOLID ROCK	70.50	LF	.	.
0940	22052EN	REMOVABLE HANDRAIL	660.00	LF	.	.
0950	22053NN	BEARING PAD TY 1	2.00	EACH	.	.
0960	22054NN	BEARING PAD TY 2	2.00	EACH	.	.
		GAS			.	.
0970	01065	STEEL ENCASEMENT PIPE-8 INCH	66.00	LF	.	.
		OPEN CUT				

**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 5

**Contract ID: 07-1023**

PERRY COUNTY

BRO 8291(004)

Letting: 9/28/07

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS  
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
0980	02555	CONCRETE-CLASS B	15.00	CUYD	.	.
0990	21401ED	BORE AND JACK PIPE-8 IN	96.00	LF	.	.
1000	21766NN	GAS VALVE AND BOX-3 IN	9.00	EACH	.	.
1010	21773NN	GAS LINE MARKER	12.00	EACH	.	.
1020	21847EN	POLYETHYLENE GAS MAIN-3 IN	1,452.00	LF	.	.
1030	21942NN	RETIE SERVICE OR METER	2.00	EACH	.	.
1040	21943EN	PAVEMENT REPLACEMENT	10.00	TON	.	.
1050	22087EN	CRUSHED STONE FILL FOR PIPELINE TRENCH	50.00	TON	.	.
1060	22091NN	GAS LINE RIVER CROSSING	1.00	LS	.	.
1070	22092EN	GAS LINE-3/4 IN	135.00	LF	.	.
1080	22093NN	TIE IN TO GAS LINE	6.00	EACH	.	.
1090	22094NN	SMALL RIVER WEIGHTS	8.00	EACH	.	.
1100	22095NN	GAS VENT	2.00	EACH	.	.
		SEWER			.	.
1110	01050	SEWER PIPE-4 INCH	182.00	LF	.	.
1120	01052	SEWER PIPE-8 INCH	487.00	LF	.	.
1130	01053	SEWER PIPE-10 INCH	387.00	LF	.	.
1140	01314	PLUG PIPE	3.00	EACH	.	.
1150	01756	MANHOLE TYPE A	1.00	EACH	.	.
1160	01791	ADJUST MANHOLE FRAME TO GRADE	3.00	EACH	.	.
1170	01799	SANITARY SEWER MANHOLE	4.00	EACH	.	.
1180	02479	CAP MANHOLE	2.00	SQYD	.	.
1190	02555	CONCRETE-CLASS B	15.00	CUYD	.	.
1200	20240ES408	DROP MANHOLE 4 FT	1.00	EACH	.	.
1210	20240ES408	DROP MANHOLE 6 FT	1.00	EACH	.	.

**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 6

**Contract ID: 07-1023**

PERRY COUNTY

BRO 8291(004)

Letting: 9/28/07

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS  
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
1220	20736ND	TIE NEW SANITARY SEWER TO EXIST MANHOLE	1.00	EACH	.	.
1230	21399ED	BORE AND JACK PIPE-16 IN	91.00	LF	.	.
1240	21943EN	PAVEMENT REPLACEMENT	20.00	TON	.	.
1250	22073ND	BYPASS PUMP MAINLINE	3.00	EACH	.	.
1260	22087EN	CRUSHED STONE FILL FOR PIPELINE TRENCH	60.00	TON	.	.
1270	22096NN	FORCE MAIN RIVER CROSSING	1.00	LS	.	.
1280	22097EN	FORCE MAIN	55.00	LF	.	.
1290	22098NN	TIE NEW SANITARY SEWER TO LIFT STATION	1.00	EACH	.	.
1300	22099NN	TIE NEW FORCE MAIN TO EXIST FORCE MAIN	1.00	EACH	.	.
1310	22100NN	CORE WALL	1.00	EACH	.	.
		SIGNALIZATION			.	.
1320	04793	CONDUIT-1 1/4 INCH	90.00	LF	.	.
1330	04795	CONDUIT-2 INCH	80.00	LF	.	.
1340	04811	JUNCTION BOX TYPE B	2.00	EACH	.	.
1350	04820	TRENCHING AND BACKFILLING	20.00	LF	.	.
1360	04830	LOOP WIRE	950.00	LF	.	.
1370	04844	CABLE-NO. 14/5C	1,200.00	LF	.	.
1380	04850	CABLE-NO. 14/1 PAIR	540.00	LF	.	.
1390	04882	SIGNAL PEDESTAL	1.00	EACH	.	.
1400	04885	MESSENGER-10800 LB	320.00	LF	.	.
1410	04895	LOOP SAW SLOT AND FILL	180.00	LF	.	.
1420	04900	PEDESTRIAN DETECTOR	4.00	EACH	.	.
1430	04931	INSTALL CONTROLLER TYPE 170	1.00	EACH	.	.
1440	04932	INSTALL STEEL STRAIN POLE	4.00	EACH	.	.
1450	04950	REMOVE SIGNAL EQUIPMENT	1.00	EACH	.	.
1460	20093ES835	INSTALL PEDESTRIAN HEAD-LED	4.00	EACH	.	.
1470	20094ES835	TEMP RELOCATION OF SIGNAL HEAD	9.00	EACH	.	.

**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 7

**Contract ID: 07-1023**

PERRY COUNTY

BRO 8291(004)

Letting: 9/28/07

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS  
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
1480	20188ES835	INSTALL LED SIGNAL-3 SECTION LIGHTING	6.00	EACH	.	.
1490	04760	POLE W/SECONDARY CONTROL EQUIP	1.00	EACH	.	.
1500	04770	HPS LUMINAIRE	4.00	EACH	.	.
1510	04780	FUSED CONNECTOR KIT	8.00	EACH	.	.
1520	04794	CONDUIT-1 1/2 INCH	470.00	LF	.	.
1530	04811	JUNCTION BOX TYPE B	1.00	EACH	.	.
1540	04820	TRENCHING AND BACKFILLING	65.00	LF	.	.
1550	04833	WIRE-NO. 8 WATERLINE	1,620.00	LF	.	.
1560	01093	DUCTILE IRON PIPE-6 INCH	34.00	LF	.	.
1570	01095	DUCTILE IRON PIPE-8 INCH	232.00	LF	.	.
1580	01097	DUCTILE IRON PIPE-10 INCH	827.00	LF	.	.
1590	01099	DUCTILE IRON PIPE-12 INCH	111.00	LF	.	.
1600	02555	CONCRETE-CLASS B	25.00	CUYD	.	.
1610	02606	FIRE HYDRANT	1.00	EACH	.	.
1620	03385	PVC PIPE-6 INCH	10.00	LF	.	.
1630	03460	TIE-IN TO WATER LINE	5.00	EACH	.	.
1640	03495	AIR RELEASE VALVE	1.00	EACH	.	.
1650	03496	VALVE-6 INCH	2.00	EACH	.	.
1660	03498	VALVE-8 INCH	2.00	EACH	.	.
1670	03500	VALVE-10 INCH	6.00	EACH	.	.
1680	03502	VALVE-12 INCH	1.00	EACH	.	.
1690	20311EC	SERVICE LINE-3/4 IN	233.00	LF	.	.
1700	20316EC	WATER METER	1.00	LF	.	.
1710	21102ND	CAP 8 IN	1.00	EACH	.	.
1720	21399ED	BORE AND JACK PIPE-16 IN	96.00	LF	.	.

**TRANSPORTATION CABINET**

Department of Highways

FRANKFORT, KY 40622

Sheet No: 8

**Contract ID: 07-1023**

PERRY COUNTY

BRO 8291(004)

Letting: 9/28/07

THE BIDDER MUST MAKE THE EXTENSIONS AND ADDITIONS  
SHOWING TOTAL AMOUNT BID USING FIGURES ONLY

Item No.	Code No.	Item	Approximate Quantity	Unit	Unit Price Dollars	Amount Dollars
1730	21942NN	RETIE SERVICE OR METER	2.00	EACH	.	.
1740	21943EN	PAVEMENT REPLACEMENT	10.00	TON	.	.
1750	22084NN	WATER MAIN PIPE MARKER	10.00	EACH	.	.
1760	22087EN	CRUSHED STONE FILL FOR PIPELINE TRENCH	50.00	TON	.	.
1770	22089EN	DIP BALL JOINT-10 IN	132.00	LF	.	.
1780	22090NN	LARGE RIVER TEST STATION	1.00	EACH	.	.
		TRAINEES			.	.
1790	02742	TRAINEE PAYMENT REIMBURSEMENT	1,400.00	HOUR	.	.
		1 IRON WORKER			.	.
		DEMOBILIZATION			.	.
1800	02568	MOBILIZATION	1.00	LS	.	.
1810	02569	DEMOBILIZATION	1.00	LS	.	.
<b>TOTAL BID</b>					\$	.

**PART VII**  
**CERTIFICATIONS**

**PROVISIONS RELATIVE TO SENATE BILL 258 (1994)**

During the performance of the contract, the contractor agrees to comply with applicable provisions of:

1. KRS 136 Corporation and Utility Taxes
2. KRS 139 Sale and Use Taxes
3. KRS 141 Income Taxes
4. KRS 337 Wages and Hours
5. KRS 338 Occupational Safety and Health of Employees
6. KRS 341 Unemployment Compensation
7. KRS 342 Workers Compensation

Any final determinations of a violation by the contractor within the previous five (5) years pursuant to the applicable statutes above are revealed as follows:

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**NON-COLLUSION CERTIFICATION**

COMMONWEALTH OF KENTUCKY

COUNTY \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_, under  
(Name of officer signing certification) (Title)

penalty of perjury under the laws of the United States, do hereby certify that

\_\_\_\_\_  
(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

REVISED: 8-23-89

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**NON-COLLUSION CERTIFICATION**

COMMONWEALTH OF KENTUCKY

COUNTY \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_, under  
(Name of officer signing certification) (Title)

penalty of perjury under the laws of the United States, do hereby certify that

\_\_\_\_\_  
(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

REVISED: 8-23-89



**CERTIFICATION OF ORGANIZATION(S)**

COMMONWEALTH OF KENTUCKY

COUNTY \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_, under penalty  
(President or Authorized Official of Bidder) (Title)

perjury under the laws of the United States, do hereby certify that, except as noted below,

\_\_\_\_\_  
(Insert name of individual, Joint Venture, Co-Partnership or Corporation Submitting Bid)

any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the Administration of Federal Funds): is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgement rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Please list below any exceptions to the foregoing, to whom it applies, initiating agency and dates of action.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

### CERTIFICATION OF PERFORMANCE

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has \_\_\_\_\_, has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the Former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
(Company)

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

\_\_\_\_\_  
(Title)

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

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders of their implementing regulation.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

### CERTIFICATION FOR FEDERAL-AID CONTRACT

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

1. 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 agent.
2. 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.

This certification is a material representation of fact 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 Section 1352, Title 31, U.S. Code. 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.

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

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(Insert name of Individual, Joint Venture, Co-partnership, or Corporation submitting bid)

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(Signature)

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(Title)

**CERTIFICATION OF BID PROPOSAL / DBE**

We (I) propose to furnish all labor, equipment and materials necessary to construct and/or improve the subject project in accordance with the plans, the Transportation Cabinet's Standard Specifications for Road and Bridge Construction, current edition, special provisions, notes applicable to the project as indicated herein and all addenda issued on this project subsequent to purchase of proposal.

We (I) attach a bid proposal guaranty as provided in the special provisions in an amount not less than 5% of the total bid. We agree to execute a contract in accordance with this bid proposal within 15 calendar days after the receipt of the notice of award for the project.

We (I) have examined the site of proposed work, project plans, specifications, special provisions, and notes applicable to the project referred to herein. We understand that the quantities shown herein are estimated quantities subject to increase or decrease as provided in the specifications.

We (I) acknowledge receipt of all addendum(s) (if applicable) and have made the necessary revisions to the bid proposal. We have considered all addendum(s) in the calculation of the submitted bid and applied the updated bid items, which are included.

- No Addendum(s) have been posted

***“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.”***

\_\_\_\_\_  
Name of Contracting Firm

BY: \_\_\_\_\_  
Authorized Agent (Signature) Title

\_\_\_\_\_  
Address City State Zip Code

\_\_\_\_\_  
Telephone Number

When two or more organizations bid as a joint venture, enter names of each organization and an authorized agent for each organization must sign above.