

CALL NO. 106

CONTRACT ID. 251315

JEFFERSON COUNTY

FED/STATE PROJECT NUMBER STPM 3001 (512)

DESCRIPTION CHENOWETH LANE (KY 1932)

WORK TYPE GRADE & DRAIN WITH ASPHALT SURFACE

PRIMARY COMPLETION DATE 8/31/2026

# LETTING DATE: July 24,2025

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME July 24,2025. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

PLANS AVAILABLE FOR THIS PROJECT.

**DBE CERTIFICATION REQUIRED - 5%** 

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

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# PART I SCOPE OF WORK

JEFFERSON COUNTY STPM 3001 (512)

# **ADMINISTRATIVE DISTRICT - 05**

CONTRACT ID - 251315 STPM 3001 (512)

**COUNTY - JEFFERSON** 

PCN - DE05619322515 STPM 3001 (512)

CHENOWETH LANE (KY 1932) FROM SHELBYVILLE ROAD (US60) TO MASSIE AVENUE ADD CENTER LEFT-TURN LANE; FROM US60 TO BROWNSBORO ROAD (US42) IMPROVE STORM SEWER AND SIDEWALKS, A DISTANCE OF 01.00 MILES.GRADE & DRAIN WITH ASPHALT SURFACE SYP NO. 05-00531.00.

GEOGRAPHIC COORDINATES LATITUDE 38:15:34.00 LONGITUDE 85:39:39.00 ADT 13,000

#### **COMPLETION DATE(S):**

COMPLETED BY 08/31/2026 APPLIES TO CONTRACT

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# **CONTRACT NOTES**

# **INSURANCE**

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

# **PROPOSAL ADDENDA**

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

# **BID SUBMITTAL**

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

# JOINT VENTURE BIDDING

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

# **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

# REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

Pursuant to KRS 176.085(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. If the

foreign entity is not required to obtain a certificate as provided in <u>KRS 14A.9-010</u>, the foreign entity should identify the applicable exception. Foreign entity is defined within <u>KRS 14A.1-070</u>.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <a href="https://secure.kentucky.gov/sos/ftbr/welcome.aspx">https://secure.kentucky.gov/sos/ftbr/welcome.aspx</a> .

#### SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

Questions about projects during the advertisement should be submitted in writing to the Division of Construction Procurement. This may be done by email to <a href="https://kytc.projectquestions@ky.gov">kytc.projectquestions@ky.gov</a>. The Department will attempt to answer all submitted questions. The Department reserves the right not to answer if the question is not pertinent or does not aid in clarifying the project intent.

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

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

# **HARDWOOD REMOVAL RESTRICTIONS**

The US Department of Agriculture has imposed a quarantine in Kentucky and several surrounding states, to prevent the spread of an invasive insect, the emerald ash borer. Hardwood cut in conjunction with the project may not be removed from the state. Chipping or burning on site is the preferred method of disposal.

## INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

Identification of excess material sites and borrow sites shall be the responsibility of the Contractor. The Contractor shall be responsible for compliance with all applicable state and federal laws and may wish to consult with the US Fish and Wildlife Service to seek protection under Section 10 of the Endangered Species Act for these activities.

# **ACCESS TO RECORDS**

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the

Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

# **BOYCOTT PROVISIONS**

If applicable, the contractor represents that, pursuant to <u>KRS 45A.607</u>, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

#### LOBBYING PROHIBITIONS

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in <u>KRS 11A.236</u> during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to <u>KRS 45A.328</u>, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Revised: 1/1/2025

SPECIAL NOTE – BUY AMERICA REQUIREMENTS AND BUILD AMERICA, BUY AMERICA (BABA) ACT

05/05/2025

# 1.0 BUY AMERICA REQUIREMENT.

Follow the "Buy America" provisions as required by 23 U.S.C. § 313 and 23 C.F.R. § 635.410. Except as expressly provided herein all manufacturing processes of steel or iron materials including but not limited to structural steel, guardrail materials, corrugated steel, culvert pipe, structural plate, prestressing strands, and steel reinforcing bars shall occur in the United States of America, including the application of:

- · Coating,
- Galvanizing,
- Painting, and
- Other coating that protects or enhances the value of steel or iron products.

The following are exempt, unless processed or refined to include substantial amounts of steel or iron material, and may be used regardless of source in the domestic manufacturing process for steel or iron material:

- Pig iron,
- Processed, pelletized, and reduced iron ore material, or
- Processed alloys.

The Contractor shall submit a certification stating that all manufacturing processes involved with the production of steel or iron materials occurred in the United States.

Produce, mill, fabricate, and manufacture in the United States of America all aluminum components of bridges, tunnels, and large sign support systems, for which either shop fabrication, shop inspection, or certified mill test reports are required as the basis of acceptance by the Department.

Use foreign materials only under the following conditions:

- 1) When the materials are not permanently incorporated into the project; or
- 2) When the delivered cost of such materials used does not exceed 0.1 percent of the total Contract amount or \$2,500.00, whichever is greater.

The Contractor shall submit to the Engineer the origin and value of any foreign material used.

# 2.0 - BUILD AMERICA, BUY AMERICA (BABA)

Contractor shall comply with the Federal Highway Administration (FHWA) Buy America Requirement in 23 C.F.R. § 635.410 and all relevant provisions of the Build America, Buy America Act (BABA), contained within the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52 enacted November 15, 2021. The BABA requires iron, steel, manufactured products, and construction materials used in infrastructure projects funded by federal financial assistance to be produced in the United States. Comply with 2 C.F.R § 184.

BABA permits FHWA participation in the Contract only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used, and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the total contract amount under the Contract or \$2,500.00 whichever is greater.

BABA permits FHWA participation in the Contract only if all "construction materials" as defined in the Act are made in the United States. The Buy America preference applies to the following construction materials incorporated into infrastructure projects: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); Fiber optic cable; optical fiber; lumber; engineered wood; and drywall. Contractor will be

SPECIAL NOTE – BUY AMERICA REQUIREMENTS AND BUILD AMERICA, BUY AMERICA (BABA) ACT

05/05/2025

required to use construction materials produced in the United States on this Project. The Contractor shall submit a certification stating that all construction materials are certified to be BABA compliant.

# 3.0 FINAL RULE – FHWA'S BUY AMERICA REGULATION TO TERMINATE GENERAL APPLICABILITY WAIVER FOR MANUFACTURED PRODUCTS

- March 17, 2025 (effective date): For all Federal-aid projects obligated on or after March 15, 2025, all iron or steel products, as defined in § 635.410(c)(1)(iii), must comply with FHWA's Buy America requirements for steel and iron in § 635.410(b). In addition, for all Federal-aid projects obligated on or after March 15, 2025, per § 635.410(c)(2), articles, materials, and supplies should be classified as an iron or steel product, a manufactured product, or another product as specified by law or in 2 CFR part 184 (such other products specified by law or in 2 CFR part 184 include "excluded materials" and "construction materials"); an article, material, or supply must not be considered to fall into multiple categories.
- October 1, 2025: The final assembly requirement will become effective for Federal-aid projects obligated on or after October 1, 2025. This means that, for manufactured product to be Buy America compliant, for Federal-aid projects obligated on or after October 1, 2025, final assembly of the manufactured product must occur in the United States.
- October 1, 2026: The 55 percent requirement will become effective for Federal-aid projects obligated on or after October 1, 2026. This means that, for manufactured product to be Buy America-compliant, for Federal-aid projects obligated on or after October 1, 2026, all manufactured products permanently incorporated into the project must both be manufactured in the United States (satisfy the final assembly requirement) and have the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States be greater than 55 percent of the total cost of all components of the manufactured product (satisfy the 55 percent requirement).

#### 4.0 - ADDITIONAL REQUIREMENTS

The Contractor has completed and submitted, or shall complete and submit, to the Cabinet a Buy America/Build America, Buy America Certificate prior to the Cabinet issuing the notice to proceed, in the format below. After submittal, the Contractor is bound by its original certification.

A false certification is a criminal act in violation of 18 U.S.C. § 1001. The Contractor has the burden of proof to establish that it's in compliance.

At the Contractor's request, the Cabinet may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist under 23 C.F.R. § 635.410(c) or will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Cabinet.

Please refer to the Federal Highway Administration's Buy America webpage for more information.

<u>Buy America - Construction Program Guide - Contract Administration - Construction - Federal Highway Administration (dot.gov)</u>

Effective - June 26, 2025, Letting

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SPECIAL NOTE – BUY AMERICA REQUIREMENTS AND BUILD AMERICA, BUY AMERICA (BABA) ACT

05/05/2025

# BUY AMERICA / BUILD AMERICA, BUY AMERICA (ACT) MATERIALS CERTIFICATE OF COMPLIANCE

The Contractor hereby certifies that it will comply with all relevant provisions of the Build America, Buy America Act, contained within the Infrastructure Investment and Jobs Act, Pub. L. NO. 117-58, §§ 70901-52, the requirements of 23 U.S.C. § 313, 23 C.F.R. § 635.410 and 2 C.F.R § 184.

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NOTE: THIS CERTIFICATION IS IN ADDITION TO ANY AND ALL REQUIREMENTS OUTLINED IN THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND/OR SPECIAL NOTES CONTAINED IN THE PROJECT PROPOSAL.

## FEDERAL CONTRACT NOTES

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

102.02 Current Rating 102.08 Preparation and Delivery of Proposals

102.13 Irregular Bid Proposals 102.14 Disqualification of Bidders

102.09 Proposal Guaranty

# **CIVIL RIGHTS ACT OF 1964**

The Kentucky Transportation Cabinet, Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, disability, income-level, or Limited English Proficiency (LEP)in consideration for an award.

#### NOTICE TO ALL BIDDERS

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

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

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

#### SECOND TIER SUBCONTRACTS

Second tier subcontracts are acceptable per Section 108.01 of the Standard Specifications for Road and Bridge Construction. Sub-Contractors fulfilling a disadvantaged business enterprise goal on a project may enter into a 2<sup>nd</sup> tier subcontract with a Non-DBE Subcontractor. However, in this instance, none of the work subcontracted to the Non-DBE Contractor will count toward fulfilling the established Disadvantaged Goal for the project.

# DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

#### DBE GOAL

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

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

#### OBLIGATION OF CONTRACTORS

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

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

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

JEFFERSON COUNTY STPM 3001 (512)

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# **CERTIFICATION OF CONTRACT GOAL**

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

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

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

## **DBE PARTICIPATION PLAN**

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 14-35 DBE, within 5 days of the letting. This is necessary before the Awards Committee will review and make a recommendation. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Plan/Subcontractor Request.

The DBE Participation Plan shall include the following:

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

- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4. Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

# <u>AFTER PROJECT AWARD AND BEFORE NOTICE TO PROCEED/WORK ORDER IS ISSUED (SEE SECTION 103.06, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION</u>

Prime Contractors awarded a federally funded project with a DBE Goal greater than zero will be required to submit a fully executed DBE Subcontract, along with the attached FHWA 1273 and Certificate of Liability Insurance for each DBE Firm submitted as part of the previously approved DBE Utilization Plan (TC 14-35). A signed quote or purchase order shall be attached when the DBE subcontractor is a material supplier or broker.

The Certificate of Liability Insurance submitted must meet the requirements outlined in Section 107.18 of the Standard Specifications for Road and Bridge Construction.

Changes to <u>APPROVED</u> DBE Participation Plans must be approved by the Office for Civil Rights & Small Business Development. The Cabinet may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with the bid, and/or other circumstances beyond the control of the prime contractor.

#### CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

# FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

### SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

- Suspension of Prequalification;
- 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 and Non-DBE Subcontractors within seven (7) working days after he or she has received payment from the Kentucky Transportation Cabinet for work performed or materials furnished.

### **CONTRACTOR REPORTING**

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a <u>signed and notarized</u> Affidavit of Subcontractor Payment (<u>TC 18-7</u>) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. These documents must be completed and signed within 7 days of being paid by the Cabinet.

Payment information that needs to be reported includes date the payment is sent to the DBE, check number, Contract ID, amount of payment and the check date. Before Final Payment is made on this contract, the Prime Contractor will certify that all payments were made to the DBE subcontractor and/or DBE suppliers.

\*\*\*\*\* IMPORTANT \*\*\*\*\*\*

Please mail the original, signed and completed TC (18-7) Affidavit of Subcontractor Payment form and all copies of checks for payments listed above to the following address:

Office for Civil Rights and Small Business Development 6<sup>th</sup> Floor West 200 Mero Street Frankfort, KY 40622

The prime contractor should notify the KYTC Office for Civil Rights and Small Business Development seven (7) days prior to DBE contractors commencing work on the project. The contact in this office is Mr. Tony Youssefi. Mr. Youssefi's current contact information is email address – tyousseffi@ky.gov and the telephone number is (502) 564-3601.

# DEFAULT OR DECERTIFICATION OF THE DBE

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

# PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

In accordance with the FY 2019 National Defense Authorization Act (NDAA), 2 CFR 200.216, and 2 CFR 200.471, Federal agencies are prohibited, after August 13, 2020, from obligating or expending financial assistance to obtain certain telecommunications and video surveillance services and equipment from specific producers. As a result of these regulations, contractors and subcontractors are prohibited, on projects with federal funding participation, from providing telecommunication or video surveillance equipment, services, or systems produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
- Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)

Revised: 2/29/2024

# <u>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CARGO PREFERENCE ACT (CPA).</u>

(REV 12-17-15) (1-16)

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

- To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

JEFFERSON COUNTY STPM 3001 (512)

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# FUEL AND ASPHALT PAY ADJUSTMENT

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

#### ASPHALT PAVEMENT RIDE QUALITY CATEGORY A

The Department will apply Pavement Rideability Requirements on this project in accordance with Section 410, Category A.

## **OPTION A**

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

# SPECIAL NOTE FOR PROJECT COMPLETION DATE AND LIQUIDATED DAMAGES

Jefferson County Chenoweth Lane Improvement Item No. 5-531.00

# **FAILURE TO COMPLETE WORK ON TIME**

Specified fixed completion date for this contract is August 31, 2026. For each calendar day beyond a fixed completion date of August 31, 2026, the Department will assess liquidated damages per Section 108.09 of the current edition of the Standard Specifications for Road and Bridge Construction.

All liquidated damages will be applied cumulatively. All other applicable portions of KYTC Standard Specifications Section 108 apply.

#### Special Note for Lane Separator Curb – Pexco FG 300

#### I. DESCRIPTION

Except as provided herein, perform all work in accordance with the Department's Standard Specifications, interim Supplemental Specifications, Standard and Sepia Drawings, and Special Notes and Special Provisions, current editions. Article references are to the Standard Specifications. This project shall consist of furnishing all labor, equipment, materials, and incidentals for the following:

(1) Maintaining and Controlling Traffic; (2) Installing Pexco FG 300 lane separator curb; and (3) All other work specified in the Contract.

#### II. MATERIALS

All materials shall be sampled and tested in accordance with the Department's Sampling Manual and the materials shall be available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these Notes.

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Lane Separator Curb. Furnish Pexco FG 300 lane separator curb guidance system that includes modular longitudinal curb sections, transition end sections, and upright delineator posts/panels. The longitudinal units of the system shall interface with each other to form a continuous longitudinal channelizing system. The design of the system shall allow a radius or curve as needed by roadway geometry. The complete system shall be compliant with NCHRP 350 or MASH. Manufacturer's documentation validating this compliance shall be provided to the Engineer prior to installation. System color shall match the adjacent pavement marking color.
  - 1. Longitudinal Units. The longitudinal units shall have a mountable design to allow for emergency vehicle crossovers. The longitudinal units shall be designed to allow for cross drainage under the units. Individual units of the system shall have a minimum length of 40 inches, maximum height of 4 inches and maximum width of 12 inches. The longitudinal base shall include retroreflective markings to match the system color. At least one upright post is required for each longitudinal curb unit.
  - 2. Upright Posts. Upright posts shall be a minimum of 26 inches in height and a minimum of 2 inches in width. Upright posts are to be uniformly spaced at intervals no greater than 44 inches along the system. Post color should match the longitudinal curb unit and adjacent pavement marking color. Each post shall have retroreflective markings of color matching the post, longitudinal system, and adjacent pavement marking. Upright posts should be easily replaceable under traffic conditions and shall be fabricated to withstand repeated impacts and return to a complete upright position with minimal maintenance to the unit.

Lane Separator Curb - Pexco FG 300 Page 2 of 2

#### **III. CONSTRUCTION METHODS**

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Be responsible for all site preparation including, but not limited to: clearing and grubbing, staking, excavation, backfill, and removal of obstructions or any other material not covered by other items. Perform site preparation only as approved or directed by the Engineer.
- **C.** Lane Separator Curb. Assemble and fasten the lane separator curb system to the underlying pavement or bridge deck according to the manufacturer's recommendations.
- D. Property Damage. The Contractor shall be responsible for all damage to public and/or private property resulting from the Contractor's activities. Repair or replace damaged roadway features in like kind materials and design as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.
- **E. Caution.** The information in this proposal and the type of work listed herein are approximate only and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions when developing the Unit Bid Prices for each bid item. As such, if the conditions encountered are not in accordance with the information shown, the Department does not guarantee any changes to the Unit Bid Prices nor extension of the contract will be considered. The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer.

#### IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Other than the bid items listed, the Department will NOT measure Site Preparation for payment, but shall be incidental to the project bid items.
- **C.** Lane Separator Curb. The Department will measure Pexco FG 300 lane separator curb in LIN FT.

# V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Lane Separator Curb. The Department will make payment for the completed and accepted quantities under the bid item "Lane Separator Curb (Pexco FG 300)." Payment at the Contract unit price per linear foot shall be full compensation for furnishing all materials, equipment, tools, hardware, labor, and incidentals necessary to properly install the Pexco FG 300 lane separator curb according to the manufacturer's installation instructions, these notes, and/or as directed by the Engineer.

# SPECIAL NOTE For MS4 Application

Jefferson County KY 1932 Chenoweth Lane Item No. 5-531.00

Application for MS4 permitting shall be made to Brad Selch at MSD (<u>brad.selch@louisvillemsd.org</u>).

Application forms can be found at <a href="https://louisvillemsd.org/what-we-do/stormwaterdrainage/permitting/forms">https://louisvillemsd.org/what-we-do/stormwaterdrainage/permitting/forms</a>

Plan requirements and types of permits can be found at <a href="https://louisvillemsd.org/what-we-do/stormwaterdrainage/permitting">https://louisvillemsd.org/what-we-do/stormwaterdrainage/permitting</a>

#### SPECIAL NOTE FOR INLAID PAVEMENT MARKERS

# I. DESCRIPTION

Except as provided herein, perform all work in accordance with the Department's Standard and Supplemental Specifications and applicable Standard and Sepia Drawings, current editions. Article references are to the Standard Specifications. This work shall consist of:

(1) Maintain and Control Traffic; and (2) Furnish and install Inlaid Pavement Markers (IPMs) in recessed grooves; and (3) Any other work as specified by these notes and the Contract.

#### II. MATERIALS

The Department will sample all materials in accordance with the Department's Sampling Manual. Make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these Notes.

- A. Maintain and Control Traffic. See the Traffic Control Plan.
- **B.** Markers. Provide reflective lenses with depth control breakaway positioning tabs. Before furnishing the markers, provide to the Engineer the manufacturer's current recommendations for adhesives and installation procedures. Use one brand and design throughout the project. Use markers meeting the specifications in the table below.

SPECIFICATIONS FOR HOUSING AND REFLECTOR			
Material:	Polycarbonate Plastic		
Weight:	Housing 2.00 oz.		
	Reflector 2.00oz.		
Housing Size:	5.00" x 3.00" x 0.70" high		
Specific Intensity of	of Reflectivity at 0.2° Observation Angle		
White:	3.0 at 0°entrance angle		
wnite:	1.2 at 20° entrance angle		
Yellow:	60% of white values		
Red:	25% of white values		

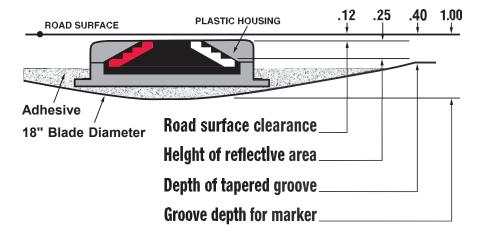
**C.** Adhesives. Use adhesives that conform to the manufacturer's recommendations.

Inlaid Pavement Markers Page 2 of 4

# III. CONSTRUCTION

- **A.** Experimental Evaluation. The University of Kentucky Transportation Center will be evaluating this installation of IPMs. Notify the Engineer a minimum of 14 calendar days prior to beginning work. The Engineer will coordinate the University's activities with the Contractor's work.
- **B.** Maintain and Control Traffic. See the Traffic Control Plan.
- C. Installation. Install IPMs in recessed grooves cut into the final course of asphalt pavement according to the manufacturer's recommendations. Do not cut the grooves until the pavement has cured sufficiently to prevent tearing or raveling. Cut installation grooves using diamond blades on saws that accurately control groove dimensions. Remove all dirt, grease, oil, loose or unsound layers, and any other material from the marker area which would reduce the bond of the adhesive. Maintain pavement surfaces in a clean condition until placing markers.

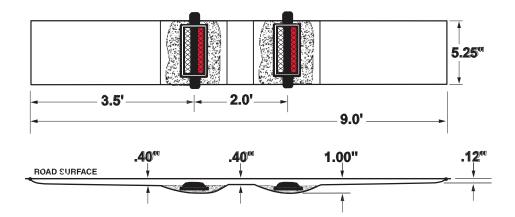
Prepare the pavement surfaces, and install the markers in the recessed groove according to the drawing below. Use an approved snowplowable epoxy adhesive. Ensure that the adhesive bed area is equal to the bottom area of the marker, and apply adhesive in sufficient quantity to force excess out around the entire perimeter of the marker. Use materials, equipment, and construction procedures that ensure proper adhesion of the markers to the pavement surface according to the manufacturer's recommendations. Remove all excess adhesive from in front of the reflective faces. If any adhesive or foreign matter cannot be removed from the reflective faces, or if any marker fails to properly adhere to the pavement surface, remove and replace the marker at no additional cost to the Department.



**D.** Location and Spacing. Install the markers in the pattern for high reflectivity with two (2) IPMs per groove. Locate and space markers as shown in the current Standard Drawings or Sepias. (Note: use Inlaid Pavement Markers wherever Type V Pavement

Inlaid Pavement Markers Page 3 of 4

Markers are called for.) Do not install markers on bridge decks. Do not install a marker on top of a pavement joint or crack. Offset the recessed groove a minimum of 2 inches from any longitudinal pavement joint or crack and at least one inch from the painted stripe, ensuring that the finished line of markers is straight with minimal lateral deviation. Give preference to maintaining the 2-inch offset between recessed groove and joint as opposed to keeping the line of markers straight.



Place inlaid markers as much in line with existing pavement striping as possible. Place markers installed along an edge line or channelizing line so that the near edge of the plastic housing is no more than one inch from the near edge of the line. Place markers installed along a lane line between and in line with the dashes. Do not place markers over the lines except where the lines deviate visibly from their correct alignment, and then only after obtaining the Engineer's prior approval of the location.

If conflicts between recessed groove placement in relation to pavement joint and striping cannot be resolved, obtain the Engineer's approval to eliminate the marker or revise the alignment.

- **E. Disposal of Waste.** Dispose of all removed asphalt pavement, debris, and other waste at sites off the right of way obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.
- **F. Restoration.** Be responsible for all damage to public and/or private property resulting from the work. Restore all damaged features in like kind materials and design at no additional cost to the Department.
- **G. On-Site Inspection.** Make a thorough inspection of the site prior to submitting a bid and be thoroughly familiar with existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid as evidence of this inspection having been made and will not honor any claims for money or grant Contract time extensions resulting from site conditions.

Inlaid Pavement Markers Page 4 of 4

**H.** Caution. Do not take information shown on the drawings and in this proposal and the types and quantities of work listed as an accurate or complete evaluation of the material and conditions to be encountered during construction, but consider the types and quantities of work listed as approximate only. The bidder must draw his or her own conclusion as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation or extension of Contract time if the conditions encountered are not in accordance with the information shown.

#### IV. MEASUREMENT

- A. Maintain and Control Traffic. See the Traffic Control Plan.
- **B.** Inlaid Pavement Markers. The Department shall measure as Each. One (1) installation of "INLAID PAVEMENT MARKER" will consist of grooving the pavement, removing asphalt cuttings and debris, preheating pavement to remove moisture, adhesives, and installation of two (2) markers with all lenses in accordance with this note.

Note: Each pay item of Inlaid Pavement Marker will require two markers.

#### V. PAYMENT

- A. Maintain and Control Traffic. See the Traffic Control Plan.
- **B.** Inlaid Pavement Markers. The Department will make payment for the completed and accepted quantities of completely installed "INLAID PAVEMENT MARKERS" at the Contract unit price, Each. Accept payment as full compensation for all labor, equipment, materials, and incidentals necessary to accomplish this work to the satisfaction of the Engineer. A system of one (1) groove and two (2) markers shall be paid as one "INLAID PAVEMENT MARKER". The bid item "INLAID PAVEMENT MARKER" shall be used regardless of the color and type of lenses required.

# SPECIAL NOTE FOR CONTAMINATED SOIL

Jefferson County Chenoweth Lane Improvements Item No. 05-531.00

The contractor MAY encounter contaminated soils on parcels 2, 3 and 5, which had or has an underground storage tank (UGST). If contaminated soil is encountered, stop work and contact Kaitlyn Deskins, at the Division of Environmental Analysis, 200 Mero Street, Frankfort, KY, 40601; Phone: (502) 564-7250.

#### SPECIAL NOTE FOR PIPELINE INSPECTION

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

#### 2.1 INSPECTION FOR DEFECTS AND DISTRESSES

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

- **3.0 MANDREL TESTING.** Mandrel testing will be used for deflection testing. For use on Corrugated Metal Pipe, High Density Polyethylene Pipe, and Polyvinyl Chloride Pipe, use a mandrel device with an odd number of legs (9 minimum) having a length not less than the outside diameter of the mandrel. The diameter of the mandrel at any point shall not be less than the diameter specified in Section 3.6. Mandrels can be a fixed size or a variable size.
  - **3.1** Use a proving ring or other method recommended by the mandrel manufacturer to verify mandrel diameter prior to inspection. Provide verification documentation for each size mandrel to the Engineer.
  - **3.2** All deflection measurements are to be based off of the AASHTO Nominal Diameters. Refer to the chart in section 3.6.
  - 3.3 Begin by using a mandrel set to the 5.0% deflection limit. Place the mandrel in the inlet end of the pipe and pull through to the outlet end. If resistance is met prior to completing the entire run, record the maximum distance achieved from the inlet side, then remove the mandrel and continue the inspection from the outlet end of the pipe toward the inlet end. Record the maximum distance achieved from the outlet side.
  - 3.4 If no resistance is met at 5.0% then the inspection is complete. If resistance occurred at 5.0% then repeat 3.1 and 3.2 with the mandrel set to the 10.0% deflection limit. If the deflection of entire pipe run cannot be verified with the mandrel then immediately notify the Engineer.
  - 3.5 Care must be taken when using a mandrel in all pipe material types and lining/coating scenarios. Pipe damaged during the mandrel inspection will be video inspected to determine the extent of the damage. If the damaged pipe was video inspected prior to mandrel inspection then a new video inspection is warranted and supersedes the first video inspection. Immediately notify the Engineer of any damages incurred during the mandrel inspection and submit a revised video inspection report.
  - **3.6** AASHTO Nominal Diameters and Maximum Deflection Limits.

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

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

% Deflection = [(AASHTO Nominal Diameter - D2) / AASHTO Nominal Diameter] x 100%

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

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

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

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

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

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

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

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

CodePay ItemPay Unit24814ECPipeline InspectionLinear Foot10065NSPipe Deflection DeductionDollars

# SPECIAL NOTE FOR NON-TRACKING TACK COAT

- 1. DESCRIPTION AND USEAGE. This specification covers the requirements and practices for applying a non-tracking tack asphalt coating. Place this material on the existing pavement course, prior to placement of a new asphalt pavement layer. Use when expedited paving is necessary or when asphalt tracking would negatively impact the surrounding area. This material is not suitable for other uses. Ensure material can "break" within 15 minutes under conditions listed in 3.2.
- 2. MATERIALS, EQUIPMENT, AND PERSONNEL.
  - 2.1 Non-Tracking Tack. Provide material conforming to Subsection 2.1.1.
  - 2.1.1 Provide a tack conforming to the following material requirements:

Property	Specification	Test Procedure
Viscosity, SFS, 77 ° F	20 - 100	AASHTO T 72
Sieve, %	0.3 max.	AASHTO T 59
Asphalt Residue <sup>1</sup> , %	50 min.	AASHTO T 59
Oil Distillate, %	1.0 max.	AASHTO T 59
Residue Penetration, 77 ° F	0 - 30	AASHTO T 49
Original Dynamic Shear (G*/sin δ), 82 ° C	1.0 min.	AASHTO T 315
Softening Point, ° F	149 min.	AASHTO T 53
Solubility, %	97.5 min.	AASHTO T 44

<sup>&</sup>lt;sup>1</sup> Bring sample to 212 °F over a 10-15 minute period. Maintain 212 °F for 15-20 minutes or until 30-40 mL of water has distilled. Continue distillation as specified in T59.

- 2.2. Equipment. Provide a distributor truck capable of heating, circulating, and spraying the tack between 170 °F and 180 °F. Do not exceed 180 °F. Circulate the material while heating. Provide the correct nozzles that is recommend by the producer to ensure proper coverage of tack is obtained. Ensure the bar can be raised to between 14" and 18" from the roadway.
- 2.3. Personnel. Ensure the tack supplier has provided training to the contractor on the installation procedures for this product. Make a technical representative from the supplier available at the request of the Engineer.

#### 3. CONSTRUCTION.

3.1 Surface Preparation. Prior to the application of the non-tracking tack, ensure the pavement surface is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the surface by scraping, sweeping, and the use of compressed air. Ensure this preparation process occurs shortly before application to prevent the return of debris on to the pavement. If rain is expected within one hour after application, do not apply material. Apply material only when the surface is dry, and no precipitation is expected.

- 3.2 Non-tracking Tack Application. Placement of non-tracking tack is not permitted from October 1<sup>st</sup> to May 15<sup>th</sup>. When applying material, ensure the roadway temperature is a minimum of 40°F and rising. Prior to application, demonstrate competence in applying the tack according to this note to the satisfaction of the Engineer. Heat the tack in the distributor to between 170 180 °F. After the initial heating, between 170 180 °F, the material may be sprayed between 165 °F and 180 °F. Do not apply outside this temperature range. Apply material at a minimum rate of 0.70 pounds (0.08 gallons) per square yard. Ensure full coverage of the material on the pavement surface. Full coverage of this material is critical. Increase material application rate if needed to achieve full coverage. Schedule the work so that, at the end of the day's production, all non-tracking tack is covered with the asphalt mixture. If for some reason the non-tracking tack cannot be covered by an asphalt mixture, ensure the non-tracking tack material is clean and reapply the non-tracking tack prior to placing the asphalt mixture. Do not heat material more than twice in one day.
- 3.3 Non-tracking Tack Certification. Furnish the tack certification to the Engineer stating the material conforms to all requirements herein prior to use.
- 3.4 Sampling and Testing. The Department will require a sample of non-tracking tack be taken from the distributor at a rate of one sample per 15,000 tons of mix. Take two 1 gallon samples of the heated material and forward the sample to the Division of Materials for testing within 7 days. Ensure the product temperature is between 170 and 180 °F at the time of sampling.
- 4. MEASUREMENT. The Department will measure the quantity of non-tracking tack in tons. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of non-tracking tack, the cleaning of the pavement surface, or furnishing and placing the non-tracking tack. The Department will consider all such items incidental to the non-tracking tack.
- 5. PAYMENT. The Department will pay for the non-tracking tack at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. Non-tracking tack will not be permitted for use from October 1<sup>st</sup> to May 15<sup>th</sup>. During this timeframe, the department will allow the use of an approved asphalt emulsion in lieu of a non-tracking tack product but will not adjust the unit bid price of the material. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

Non-Tracking Tack Price Adjustment Schedule						
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay
Viscosity, SFS, 77 ° F	20 – 100	19 - 102	17 - 18	15 - 16	14	≤13
			103 - 105	106 - 107	108 - 109	≥ 110
Sieve, %	0.30 max.	≤ 0.40	0.41 - 0.50	0.51 - 0.60	0.61 - 0.70	≥ 0.71
Asphalt Residue, %	50 min.	≥49.0	48.5 – 48.9	48.0 - 48.4	47.5-47.9	≤ 47.4
Oil Distillate, %	1.0 max.	≤1.0	1.1-1.5	1.6 - 1.7	1.8-1.9	>2.0
Residue Penetration, 77 ° F.	30 max.	≤ 31	32 - 33	34 - 35	36 - 37	≥ 38
Original Dynamic Shear (G*/sin δ), 82 ° C	1.0 min.	≥0.95	0.92 - 0.94	0.90 - 0.91	0.85 - 0.89	≤ 0.84
Softening Point, ° F	149 min.	≥145	142 - 144	140 - 141	138 - 139	≤ 137
Solubility, %	97.5 min.	≥ 97.0	96.8 – 96.9	96.6 – 96.7	96.4 – 96.5	≤ 96.3

Code<br/>24970ECPay Item<br/>Asphalt Material for Tack Non-TrackingPay Unit<br/>Ton

Revised: May 23, 2022

# SPECIAL NOTE FOR ELECTRONIC DELIVERY MANAGEMENT SYSTEM (e-Ticketing) ASPHALT

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

**1.0 DESCRIPTION.** Incorporate an e-Ticketing Delivery Software for weighed asphalt material delivered to the project to report loads and provide daily running totals of weighed asphalt material for pay items and incidental work during the construction processes from the point of measurement and loading to the point of incorporation to the project.

**2.0 MATERIALS AND EQUIPMENT.** Contractor shall supply material data in JavaScript Object Notation (JSON) documents to the KYTC e-Ticketing Delivery Software (KYTC e-Ticketing Portal) via Application Programming Interface (API) or direct connection. Test and verify that ticket data can be shared from the original source no fewer than 30 days prior to material placement activities. An e-Ticketing Delivery Software supplier can provide a qualified representative for on-site technical assistance during the initial setup, pre-construction verifications, and data management and processing as needed during the Project to maintain material data delivery capabilities. Virtual meetings may be hosted in lieu of on-site meetings when deemed appropriate by the Engineer.

Provide e-Ticketing Delivery Software that will meet the following:

- 1. The e-Ticketing Delivery Software shall be fully integrated with the Contractor's Load Read-Out scale system at the material source location.
- 2. The e-Ticketing Delivery Software shall provide real-time delivery to KYTC e-Ticketing Portal.
- 3. Transmit any updates to the ticket data within 5 minutes of a change.

**3.0 CONSTRUCTION.** Provide the Engineer with the manufacturer's specifications and all required documentation for data access at the pre-construction conference.

#### A. Construction Requirements

- 1. Install and operate software in accordance with the manufacturer's specifications.
- 2. Verify that all pertinent information is provided by the software within the requirements of this Special Note.

#### **B.** Data Deliverables

Provide to the Engineer a means in which to gather report summaries by way of iOS apps, web pages, or any other method at the disposal of the Engineer. The Engineer may request data at any time during the project.

#### 1. Asphalt Material

#### a. Real-time Continuous Data Items

Provide the Engineer access to JSON documents capable of being transmitted through the KYTC's e-Ticketing Portal that displays the following information in real-time with a web-based system compatible with iOS and Windows environments.

- Each Truck
  - Supplier Name
  - Supplier Address
  - o Supplier Phone
  - Plant location
  - o Date
  - o Time at source
  - Project Location

- o Contract ID#
- o Carrier Name
- o Unique Truck ID
- o Description of Material
- o Mix Design Number
- o Gross, Tare and Net Weight
- Weighmaster

**4.0 MEASUREMENT.** The Department will not measure the electronic delivery management system.

**5.0 PAYMENT.** The Department will not measure this work for payment and will consider all items contained in this note to be incidental to the asphalt mixtures on the project, as applicable.

May 5, 2025

### SPECIAL NOTE FOR ELECTRONIC DELIVERY MANAGEMENT SYSTEM (e-Ticketing) AGGREGATE

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

**1.0 DESCRIPTION.** Incorporate an e-Ticketing Delivery Software for weighed aggregate material delivered to the project to report loads and provide daily running totals of weighed aggregate material for pay items and incidental work during the construction processes from the point of measurement and loading to the point of incorporation to the project.

**2.0 MATERIALS AND EQUIPMENT.** Contractor shall supply material data in JavaScript Object Notation (JSON) documents to the KYTC e-Ticketing Delivery Software (KYTC e-Ticketing Portal) via Application Programming Interface (API) or direct connection. Test and verify that ticket data can be shared from the original source no fewer than 30 days prior to material placement activities. An e-Ticketing Delivery Software supplier can provide a qualified representative for on-site technical assistance during the initial setup, pre-construction verifications, and data management and processing as needed during the Project to maintain material data delivery capabilities. Virtual meetings may be hosted in lieu of on-site meetings when deemed appropriate by the Engineer.

Provide e-Ticketing Delivery Software that will meet the following:

- 1. The e-Ticketing Delivery Software shall be fully integrated with the Contractor's Load Read-Out scale system at the material source location.
- 2. The e-Ticketing Delivery Software shall provide real-time delivery to KYTC e-Ticketing Portal.
- 3. Transmit any updates to the ticket data within 5 minutes of a change.

**3.0 CONSTRUCTION.** Provide the Engineer with the manufacturer's specifications and all required documentation for data access at the pre-construction conference.

### A. Construction Requirements

- 1. Install and operate software in accordance with the manufacturer's specifications.
- 2. Verify that all pertinent information is provided by the software within the requirements of this Special Note.

#### **B.** Data Deliverables

Provide to the Engineer a means in which to gather report summaries by way of iOS apps, web pages, or any other method at the disposal of the Engineer. The Engineer may request data at any time during the project.

### 1. Aggregate Material

#### a. Real-time Continuous Data Items

Provide the Engineer access to JSON documents capable of being transmitted through the KYTC's e-Ticketing Portal that displays the following information in real-time with a web-based system compatible with iOS and Windows environments.

- Each Truck
  - Supplier Name
  - Supplier Address
  - Supplier Phone
  - Plant location
  - o Date
  - o Time at source
  - Project Location

- Contract ID#
- o Carrier Name
- o Unique Truck ID
- o Description of Material
- o Load Number
- o Gross, Tare and Net Weight
- Weighmaster

**4.0 MEASUREMENT.** The Department will measure the electronic delivery management system as a lump sum item.

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

- 1. Payment is full compensation for all work associated with providing all required equipment, training, and documentation.
- 2. Payment will be full compensation for costs related to providing the e-Ticketing Delivery Software, including integration with plant load-out systems, and report viewing/exporting process. All quality control procedures including the software representative's technical support and on-site training shall be included in the Contract lump sum price.

Code	Pay Item	Pay Unit
26248EC	ELECTRONIC DELIVERY MGMT SYSTEM-AGG	LS

May 5, 2025

### SPECIAL NOTE FOR RECYCLED ASPHALT PAVEMENT (RAP) STOCKPILE MANAGEMENT

### I. GENERAL

The use of reclaimed asphalt pavement (RAP) from Department projects or other approved sources in hot mix asphalt (HMA) or warm mix asphalt (WMA) shall be subject to stockpile management and handling of material as described in this section.

The Department approves RAP on a stockpile basis, following the process set forth in this method. The contractor's responsibilities in the process are as follows:

- To obtain the Department's approval of all RAP prior to its use on a Department project and to deliver test data and samples as required
- To monitor and preserve the quality and uniformity of the approved material during storage and handling, adding no unapproved material to the existing stockpile
- To comply with the Department's requirements regarding replenishment of approved stockpiles

The Department will approve RAP based on its composition and variability in gradation and asphalt content, and on visual inspections of the stockpile, which the Department may conduct at its discretion. The Department may withdraw approval of a stockpile if the requirements of this specification are not followed in good faith.

The Maximum Percentage Allowed in a mix design will be based on these criteria and on the category of RAP source, as defined in this document.

#### II. APPROVAL PROCESS

Qualified asphalt producers (listed in List of Approved Materials-Asphalt Mixing Plants) may submit requests for RAP stockpile approval to the Asphalt Branch, Division of Materials, in the Annual Certification for Previously Approved Asphalt Mixing Plants and Related Equipment. The requester shall provide test results as prescribed in Part IID. The Division of Materials may, at their discretion, collect samples or inspect a RAP stockpile consistent with Section IIE.

Upon completion of the review of testing results and, if applicable, visual inspection, the Division of Materials, Asphalt Branch will approve or disapprove the material by letter and will assign a Stockpile Identification Number for each approved RAP stockpile. Note: The contractor's average gradation and asphalt content, as listed in the approval letter, shall be the gradation used in subsequent mix designs. The approval letter will state the applicable limits on the use of the material in mix designs and will summarize the Department's findings, listing the average gradation and asphalt content from the contractor's tests and the corresponding values found by the Department. Where the Maximum Percentage Allowed is low due to variability, the contractor may elect to improve the uniformity of the material by further processing and may again sample, test, and request approval for the material.

No material shall be added to a stockpile after it has been approved, except as provided in Parts V, VI, and VII below.

### IIA. RAP Quality Management Plan

For a contractor to receive approval to use RAP on any department project, a RAP Quality Management Plan must first be approved by the department. The RAP Quality Management Plan shall be submitted to the

Division of Materials annually for approval as part of the Contractor's Quality Control Plan/Checklist. The Quality Management Plan is required to demonstrate how the Contractor will provide consistency and quality of material utilized in all asphalt mixes produced for use on Department projects. The Quality Management Plan shall include:

- Unprocessed RAP Stockpiles
  - O Designation of stockpile(s) as single or multiple source
  - o Designation of stockpile(s) as classified or unclassified
  - o Designation of stockpile(s) as captive or continuously replenishing
  - o Plan for how stockpile(s) is built (layers, slope, etc.)
  - Plan to minimize stockpile(s) contamination
- Processing and Crushing
  - o Equipment used to feed screener or crusher
  - Excavation process based on equipment type
- Processing Millings
  - o Single Project or Source
    - Screening, Fractionation, or Crushing plan
  - o Multiple Source
    - Process to achieve uniform material from stockpile
    - Screening, Fractionation, or Crushing plan
- Processed RAP Stockpiles
  - Minimization of segregation
  - Minimization of moisture

### **IIB. RAP Stockpile Placement**

All processed RAP stockpiles shall be placed on a sloped, paved surface. The requirement for a paved surface may be waived by the Cabinet if the Contractor's RAP Quality Management Plan demonstrates effective material handling that will minimize deleterious material from beneath the processed stockpile entering the plant. *No processed stockpile will be placed directly on grass or dirt.* 

### **IIC. Stockpile Identification Signs**

RAP stockpiles shall be identified with posted signs displaying the gradation of material in the stockpile (course, intermediate, or fine). These signs shall be made of weatherproof material and shall be highly visible. Numerals shall be easily readable from outside the stockpile area. If a stockpile exists in two or more parts, each part must have its own sign.

### IID. Standard Approval Procedure

The Contractor shall obtain random samples representative of the entire stockpile and shall have each sample tested for gradation and asphalt content according to KM 64-426, KM 64-427, and AASHTO T308. The material samples must be in its final condition after all crushing and screening. At least one sample shall be obtained for each 1,000 tons of processed RAP, with a minimum of five samples per stockpile. Sampling shall be performed according to the method prescribed for asphalt mix aggregates in the Department's Materials Field Testing and Sampling Manual and KM 64-601. The minimum sampling size (after quartering) for tests of RAP samples is 1,500 g. except for samples containing particles more than one inch in diameter, for which the minimum is 2,000 g.

To request approval of a RAP stockpile, submit the following documents to the Division of Materials. It is the requester's responsibility to correctly address, label, and deliver these submittals:

- Submit request for approval at beginning of the paving season as part of the Annual Certification for Previously Approved Asphalt Mixing Plants and Related Equipment.
- If requesting approval after paving season begins, submit memo, including stockpile portion of the inspection list for Annual Certification for Previously Approved Asphalt Mixing Plants and Related Equipment, to Division of Materials.
- Reports of the tests prescribed above using the Stockpile <INSERT NAME> document.
- A drawing of the plant site showing the location of the stockpile to be approved *and all other stockpiles on the premises*

### Mail, deliver or email the request form, with test reports and site drawing, to:

Kentucky Transportation Cabinet Division of Materials ATTN: Asphalt Branch Manager 1227 Wilkinson Boulevard Frankfort, Kentucky 40601

Robert.Semones@ky.gov

### IIE. Tests and inspections by the Department

The Department shall have the right to observe the collection of samples, or to perform the sampling and testing as a verification of contractor submittal. As a condition of approval, the Department may at any time inspect and sample RAP stockpiles for which approval has been requested and may perform additional quality control tests to determine the consistency and quality of the material.

The approval letter issued by the Department will include any results of verification testing performed by the Cabinet. The approved contractor results should be used by mix design technicians in the design calculations.

### III. RAP STOCKPILE TIERED MANAGEMENT AND EFFECTIVE BINDER CONTENT

The stockpile management and approval requirements will be tiered based on the maximum cold feed percentages as defined in this section and Table 1. below.

Table 1. Tiered Testing Requirements

Mix Type	0-≤12%	12- <u>&lt;</u> 20%	20- <u>&lt;</u> 35%
Surface	Tier 1	Tier 2	Tier 3
Base	Tier 1	Tier 2	Tier 3

### NOTE: All asphalt mixes and binder selection will be subject to Section 409 of the current Standard Specifications.

The following requirements will apply based on the percentage of RAP in the mix.

### Tier 1

Tier 1 mixes (less than or equal to 12% RAP) will be subject to the requirements of sections IIA, IIB, and IIC.

### Tier 2

Tier 2 mixes (12% to less than 20% RAP) will be subject to the requirements of Section II in its entirety and Table 2 requirements.

### Tier 3

Tier 3 Asphalt Base mixes with 20% to less than 35% RAP, Tier 3 Asphalt Surface mixes with 20% to less than 30% RAP will be subject to Section II in its entirety and Table 2 requirements.

### IV. MAXIMUM PERCENTAGE OF RAPALLOWED

The Maximum Percent of RAP allowed in mix designs shall be the lowest percentage determined by the gradation and asphalt content of the RAP, as established under the criteria below, and requirements listed in Section III.

### Limits according to range in gradation and bitumen content

The Maximum Percent of RAP Allowed, based on gradation and asphalt content, shall be determined by the Department using the standard deviation of these values. This standard deviation will be calculated using data provided by the contractor from at least five samples. While the contractor is required to provide the data from these tested samples, the Department retains the discretion to perform its own sampling and testing to support or verify its findings. An apparent outlier shall not be considered in determining these ranges. Where one result appears to be unrepresentative of the whole, two or more additional samples shall be tested. The outlying value of all tests shall then be excluded from the range. The maximum percentage of RAP allowable shall be the lowest percentage determined according to Table 2 below.

Table 2. Maximum Percent RAP According to Variability in Test Results

	Standard Deviati	on as calculated above	?:		
	Surface				
% asphalt content	< 0.4	< 0.5			
% passing No. 200 sieve	< 1.25	< 1.5			
% passing Median Sieve	< 4.0	< 5.0			
	Allowable RAP Cold Feed %				
	Tier 3 - 20%-30%	Tier 2 - 12%-20%	Tier 1 - 0%-12%		
	Base				
% asphalt content	< 0.5	< 0.75			
% passing No. 200 sieve	< 1.5	< 2.25			
% passing Median sieve	< 5.0	< 7.0			
	Allo	Allowable RAP Cold Feed %			
	Tier 3 - 20%-35%	Tier 2 - 12%-20%	Tier 1 - 0%-12%		

### NOTE: These allowances notwithstanding, the Contractor is required to maintain the mixture within the Mixture Control Tolerances of Kentucky Method 443.

The percentage allowable in mix designs shall be limited to meet the design criteria for viscosity established in the Standard Specifications.

### V. GENERAL STOCKPILE REQUIREMENTS AND REPLENISHMENT

### V.A. Single Pavement Source

Early approval of material from a single pavement source. When a new stockpile is to consist entirely of millings removed from a single existing pavement, the stockpile may be approved based on samples taken during the milling and processing operations, prior to completion of milling. The initial stockpile may be approved as either a new stockpile or a new stockpile in continual replenishment status.

For continual replenishment status, samples shall be taken from the processed stockpile after it reaches 1,000 tons. A total of five initial samples, plus one additional sample for every 1,000 tons, is required. As prescribed in Part II above, the contractor shall test all samples and deliver the test results, together with a letter request for approval in Continual Replenishment status, to the address indicated. The stockpile shall be subject to initial approval as prescribed above in Part II. Once approved, it may be replenished without further approvals as provided in Part VII below.

### V.B. Heterogeneous or contaminated material

Asphalt pavement millings containing traffic detection loops, raised pavement markers, or other debris must be separated and excluded before stockpiling RAP for approval for use in KYTC asphaltic concrete mixtures.

No material other than RAP from an approved stockpile shall be included in mixtures for State projects. The following materials are specifically excluded:

- Material contaminated with foreign matter such as liquids, soil, concrete, or debris
- Plant waste, especially waste containing abnormal concentrations of bitumen, drum build-up, or material from spills or plant clean-up operations

The following materials shall not be added to or placed in proximity to an approved stockpile but may be accumulated in a separate stockpile and submitted for approval according to Part III:

- Production mixtures returned to the plant for any reason.
- Mis-proportioned mixtures, especially those generated at start-up.

### VI. REPLENISHMENT OF STOCKPILES

An approved RAP stockpile may be replenished with Department approval, provided the replenishment material meets all necessary requirements for approval and maintains uniformity in gradation and asphalt content as outlined in this document.

### VI.A. Procedure and approval criteria

The procedure for requesting approval of a stockpile replenishment, that is not in continual replenishment status, shall be the same as for approval of an original stockpile, and the material for the replenishment shall meet all criteria for approval as a new stockpile. RAP proposed for replenishment shall be sampled and tested by the Contractor for gradation and asphalt cement as prescribed in Section II above. The Laboratory shall

review these results and provide approval for use in Department asphalt mix designs, according to Table 2 above.

### VI.B. Effect of replenishment on existing approved mix designs

Replenishment of a stockpile may render certain mix designs invalid, depending on the percent RAP allowed in the design and on the difference in average properties between the old and new stockpiles. A replenished stockpile may be used as the RAP ingredient in an existing approved design provided that:

1. The Maximum Percent Allowed for the replenishment stockpile equals or exceeds the percent RAP called for in the mix design. In no case may the Maximum Percent Allowed be exceeded.

However, if a mix design calls for up to 5.0 percent more than the Maximum Percent Allowed for the replenishment, the *design* may be adjusted, with approval, to use the lower percent allowed, provided that the production mixture continues to meet all acceptance criteria. For example, a design which calls for 20 percent RAP may be adjusted and produced with 15 percent if it continues to meet for acceptance.

### VII. CONTINUAL REPLENISHMENT WITHOUT RE-APPROVAL

At the request of the contractor, a previously approved stockpile may be placed in Continual Replenishment Status and may be replenished any number of times without re-approval provided that:

- 1. Replenishment is within six months of the last stockpile addition.
- 2. The contractor shall continue to monitor and test the materials added to the stockpile and shall forward these results to the Division of Materials for every 1,000 tons of RAP added to the stockpile.
- 3. The contractor must certify that replenishment materials are free of contaminants.
- 4. The Department shall be notified by letter to the Director of the Division of Materials that the stockpile is being replenished on a continual basis.
- 5. The RAP Maximum Percent Allowed for continual replenishment shall be limited by Sections III and IV.

Note: Upon request, one 20-pound sample bag of RAP for each Continual Replenishment Stockpile shall be submitted to the Division of Materials for petrographic analysis every 12 months.

The Department may inspect, sample, and test such stockpiles at its discretion and may, upon determining that the stockpile is unsuitable, withdraw approval of the material and all mix designs which include it. Approval of the stockpile may be withdrawn at any time based upon extreme or erratic ingredient proportions, unsuitable ingredients, or poor performance, as determined by the Division of Materials, Asphalt Branch. The Department will conduct periodic comparison testing on the opposite quarters of samples submitted by the Contractor for special replenishment approval category. The approval of the stockpile may be withdrawn if

erroneous information was found on the contractor's testing and/or improper sampling procedures were involved after a thorough investigation.

### VIII. DEPLETION OF STOCKPILE AND EXPIRATION OF APPROVAL

When a stockpile has been fully depleted, the Contractor may replenish it within 24 months after the date of depletion; a depleted stockpile not replenished after 24 months will be removed from the approved list and may not be replenished.

Approval of a stockpile may be withdrawn if, in the finding of the Division of Materials, Asphalt Branch, the total amount of material used in new mixtures equals the total tonnage of the original stockpile plus all approved replenishments. Six years from the original approval of a stockpile or from its most recent replenishment, a stockpile shall be presumed to be depleted, and its approval shall expire. This shall apply to all stockpiles, regardless of status or history of use.

### IX. RECORDS

The Contractor shall maintain records at the plant site on all RAP stockpiles. These records shall be available for inspection by representatives of the Department and shall include the following:

- All test results.
- The Department's approval letter for each stockpile and replenishment, together with the Contractor's requests for approval and all data submitted therewith.
- A current drawing of all stockpile locations at the plant site, including unapproved stockpiles, showing stockpile numbers of all stockpiles approved for State work.

### X. RELOCATION OF STOCKPILE

If material from an approved RAP stockpile is to be moved to another location, the contractor shall seek approval from the Department prior to its further use on State projects. A letter request shall be submitted to the Division of Materials indicating the current stockpile location, the total quantity of material to be moved, and the amount, if any, to remain in the current location. The Division of Materials will issue an approval letter applicable to the new location.

June 18, 2025

 JEFFERSON COUNTY
 Contract ID: 251315

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### KENTUCKY TRANSPORTATION CABINET Department of Highways

### **DIVISION OF RIGHT OF WAY & UTILITIES**

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

### **RIGHT OF WAY CERTIFICATION**

	Original		Re-C	ertificatio	n	RIGHT C	F WAY CERTIFICATI	ON
	ITEM	#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)
5-531.00		Jefferson		12F0 FD52 0	56 9028501R	STPM 3001512		
PRO.	PROJECT DESCRIPTION							
Imp	rove the sa	fety a	nd Cor	ngestion o	f KY 1932 (Chenowet	h Ln) from US 60 (	(Shelbyville rd) to US	42 (Brownsboro Rd)
	No Additi	onal R	ight of	f Wav Red	ıuired			
Const				-		The right of way w	vas acquired in accord	ance to FHWA regulations
								No additional right of way or
reloc	ation assista	ance we	ere req	uired for th	nis project.			
$\boxtimes$	Condition	#1(A	dditio	nal Right	of Way Required and	l Cleared)		
All ne	All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical					g legal and physical		
								e may be some improvements
	_	_	-		-	•		physical possession and the
								n paid or deposited with the
								ailable to displaced persons
adeq					ance with the provision		WA directive.	
Thor					of Way Required wit	· · · · · · · · · · · · · · · · · · ·	of way required for t	he proper execution of the
	• .					_		n has not been obtained, but
		-		•		•		s physical possession and right
_	-				·	•		e court for most parcels. Just
		_		-	be paid or deposited w	-	•	
					of Way Required wit			
The a		-				•	mplete and/or some pa	arcels still have occupants. All
					ent housing made availa			
								necessary right of way will not
								paid or deposited with the
								35.309(c)(3) and 49 CFR
24.10	2(j) and wil	l exped	lite con	npletion of	all acquisitions, relocat	ions, and full paym	ents after bid letting a	nd prior to
AWA	RD of the co	onstruc	tion co	ntract or fo	rce account construction	on.		
Total Number of Parcels on Project 24 EXC		EXCEPTION (S) Parcel #	ANTICI	PATED DATE OF POSSESSIO	N WITH EXPLANATION			
Number of Parcels That Have Been Acq		quired						
Signed				24				
	mnation							
Signed		(Text is	limited	l IIse additi	onal sheet if necessary )			
Notes/ Comments ( <u>Text is limited</u> . Use additional sheet if necessary.)								
		ΙΡΔΙ	N/ Pro	ject Mana	ger		Right of Way Su	nervisor
Print	ed Name	LIAI		Jeet Warre	1801	Printed Name	Mg/It of way su	pervisor
	nature					Signature	Tom Boykin	Digitally signed by Tom Boykin Date: 2022.09.27 08:10:51 -04'00'
	, Date					Date	TOTTI DOYKITI	Date: 2022.09.27 08:10:51 -04'00'
Right of Way Director				FHWA				
Print	ed Name	יסיי.		,		Printed Name		
Sig	nature		) ,	, [	Digitally signed by Kelly Divine	Signature		
	Date	$-\mathcal{A}$	un At	- Jan 2 I	<del>Date: 2022.09.27 07:42:20</del> -05'00'			
	2410	- 1			-0.5 00	Date		

### UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County
Federal Project No.: 3001512
FD 52 056 90285 01U
Mile point: 5.523 TO 6.590

IMPROVE THE SAFETY AND CONGESTION OF KY 1932 (CHENOWETH LANE) FROM US 60 (SHELBYVILLE ROAD) TO US 42 (BROWNSBORO ROAD).

**ITEM NUMBER: 05-531.00** 

### **PROJECT NOTES ON UTILITIES**

The contractor should be aware that there is UTILITY WORK INCLUDED IN THIS ROAD CONSTRUCTION CONTRACT. The Contractor shall review the GENERAL UTILITY NOTES AND INSTRUCTIONS which may include KYTC Utility Bid Item Descriptions, utility owner supplied specifications, plans, list of utility owner preapproved subcontractors, and other instructions. Utility contractors may be added via addendum if KYTC is instructed to do so by the utility owner. Potential contractors must seek prequalification from the utility owner. Any revisions must be sent from the utility owner to KYTC a minimum of one week prior to bid opening.

For all projects under 2000 Linear feet which require a normal excavation locate request pursuant to KRS 367.4901-4917, the awarded contractor shall field mark the proposed excavation or construction boundaries of the project (also called white lining) using the procedure set forth in KRS 367.4909(9)(k). For all projects over 2000 linear feet, which are defined as a "Large Project" in KRS 367.4903(18), the awarded contractor shall initially mark the first 2000 linear feet minimally of proposed excavation or construction boundaries of the project to be worked using the procedure set forth in KRS 367.4909(9)(k). This temporary field locating of the project excavation boundary shall take place prior to submitting an excavation location request to the underground utility protection Kentucky Contact Center. For large projects, the awarded contractor shall work with the impacted utilities to determine when additional white lining of the remainder of the project site will take place. This provision shall not alter or relieve the awarded contractor from complying with requirements of KRS 367.4905 to 367.4917 in their entirety.

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

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs. The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless

JEFFERSON COUNTY STPM 3001 (512)

### Contract ID: 251315 Page 49 of 280

### UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County
Federal Project No.: 3001512
FD 52 056 90285 01U
Mile point: 5.523 TO 6.590

IMPROVE THE SAFETY AND CONGESTION OF KY 1932 (CHENOWETH LANE) FROM US 60 (SHELBYVILLE ROAD) TO US 42 (BROWNSBORO ROAD).

ITEM NUMBER: 05-531.00

specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

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

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

Louisville Water Company - Water

Metropolitan Sewer District – Sewer

Louisville Gas & Electric - Electric

Louisville Gas & Electric - Gas

AT&T - telecommunications

Charter - telecommunications

Windstream - telecommunications

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

### UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County
Federal Project No.: 3001512
FD 52 056 90285 01U
Mile point: 5.523 TO 6.590

IMPROVE THE SAFETY AND CONGESTION OF KY 1932 (CHENOWETH LANE) FROM US 60 (SHELBYVILLE ROAD) TO US 42 (BROWNSBORO ROAD).

**ITEM NUMBER: 05-531.00** 

### THE FOLLOWING FACILITY OWNERS ARE RELOCATING/ADJUSTING THEIR FACILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

Louisville Gas & Electric (electric) – The Company has an electric distribution pole route running east of, and parallel to KY 1931 for the full length of the project.

Louisville Gas & Electric (gas) – The Company has an existing gas distribution main running west of and parallel to KY 1931 from the beginning of the project to Druid Hills Rd. The existing gas main thence crosses KY 1931 and continues along the east side of Chenoweth Lane to Olympic Ave. The existing gas main thence crosses KY 1931 and continues along the west side of Chenoweth Lane for the remainder of the project.

Windstream – The Company has aerial communication lines which must be relocated on the LG&E pole route described above. This relocation works is expected to take approximately 6 weeks and is anticipated to be complete by July 31, 2025.

### THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE OWNER OR THEIR SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

AT&T - The Company has aerial communication lines which must be relocated on the LG&E pole route described above. The Company is installing underground communication lines running east of and parallel to KY 1931 from the beginning of the project to 315 Chenoweth Lane, the conduits thence cross KY 1931 and continue along the west side of Chenoweth Lane to Olympic Ave. The conduits thence cross KY 1931 and continue along the east side of Chenoweth Lane for the remainder of the project. The relocation work is expected to take approximately 4 months and is anticipated to be complete by September 30, 2025. The contractor will be responsible for contacting AT&T (Scott Roche) to coordinate the roadway construction with AT&T's ongoing utility relocation.

Charter - The Company has aerial communication lines which must be relocated on the LG&E pole route described above. The relocation work is expected to take approximately 3 weeks and is anticipated to be complete by August 29, 2025.

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

Louisville Water Company – The Company has an existing 16-IN water main running west of and parallel to KY 1931 from the beginning of the project to Olympic Ave, the main thence crosses KY 1931 and

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### UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County
Federal Project No.: 3001512
FD 52 056 90285 01U
Mile point: 5.523 TO 6.590

IMPROVE THE SAFETY AND CONGESTION OF KY 1932 (CHENOWETH LANE) FROM US 60 (SHELBYVILLE ROAD) TO US 42 (BROWNSBORO ROAD).

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continues along the East side of Chenoweth Lane for the remainder of the project. See water main relocation plans.

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

☐ No Rail Involvement ☐ Rail Involved ☐ Rail Adjacent

See supplemental rail notes in the Proposal.

### AREA FACILITY OWNER CONTACT LIST

AT&T - Scott Roche - SR8832@att.com - (502) 827-4703

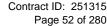
Charter – Michael (Ben) York – Michael York@Charter.com - (502) 548-1632

Louisville Gas & Electric - Caroline Justice - Caroline.Justice@lge-ku.com - (502) 627-3708

Louisville Water Company – Pat Howard - phoward@louisvillewater.com – (502) 213-2096

Louisville MSD – Taylor Friesz - Taylor.Friesz@louisvillemsd.org - (502) 530-5192

Windstream – James Galvin - James.Galvin@windstream.com – (270) 748-9249

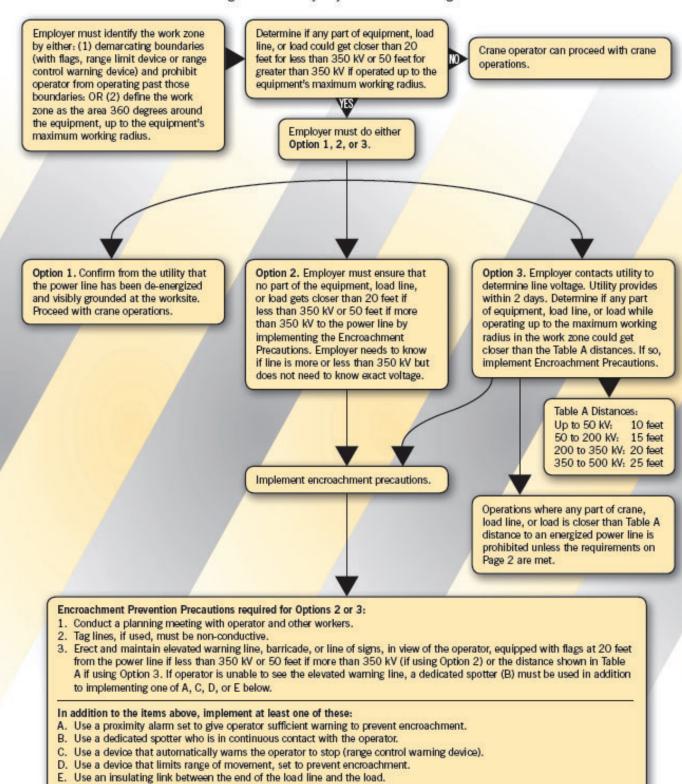




### POWER LINE SAFETY

### OSHA Cranes in Construction Standard Power Line Safety Section 1926.1408 and 1926.1409

This is a high level summary only. Refer to www.osha.gov for details.



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### CRE KI

### POWER LINE SAFETY

### Power Line Safety requirements for getting closer than the Table A distances

#### Table A Distances:

Up to 50 kV: 10 feet 50 to 200 kV: 15 feet 200 to 350 kV: 20 feet 350 to 500 kV: 25 feet Operations where any part of crane, load line, or load is closer than Table A distance to an energized power line is prohibited unless the requirements on this page are met.

Crane operator employer shall determine that it is infeasible to work without breaching Table A distances.

Employer determines after consulting with utility that it is infeasible to de-energize and ground or relocate the power line.

Utility or registered professional engineer (PE) shall determine minimum clearance distance that shall be maintained to prevent electrical contact.

Planning meeting with employer and utility (or PE) shall be held to determine procedures that shall be followed.

If so equipped, the automatic reclosing features shall be made inoperative by the utility before work begins.

Crane operator is required to have utility install line hose or coverup except where unavailable for the voltage.

Documented procedures must be developed and kept on site. Equipment user, operator and others shall meet with utility to review procedures.

Utility and employers of employees involved in the work shall identify one person to direct implementation of procedures.

If procedures are not effective, crane operator shall stop work OR have utility de-energize lines.

### Crane operator is also required to do these items.

- Dedicated spotter shall be used.
- Elevated warning line or barricade in view of operator equipped with flags shall be installed.
- Insulating link shall be installed between end of load line and load.
- Non-conductive rigging shall be used.
- If equipment has device that limits range of movement, it shall be used.
- Tag lines shall be nonconductive.
- Barricades set up 10 feet around crane to prevent personnel from entering the work area.
- Workers, other than operator, shall be prohibited from touching load line.
- Only essential personnel shall be allowed.
- · Crane shall be grounded.

## Special Note for Railroad Involvement Contractor's Responsibility for Right of Entry Permit

Before the contractor may begin work on CSX right of way, a Right of Entry permit shall be acquired through the Railroad's consultant, Benesch. The Contractor shall complete the attached, partially filled, CSX Transportation New Project Initiation Form and submit it to the contact listed below, who will then guide the Contractor through the rest of the Right of Entry process.

The Contractor will be responsible for all fees associated with the Right of Entry, which are estimated to be approximately \$6,500 + \$1,900/day for flagging + 10% contingencies and shall be included in the Railroad Coordination bid item. The details for the permit have been pre-arranged between KYTC and the RR/their consultant. This process may take up to 90 days to complete and is the responsibility of the Contractor to coordinate.

Submit the completed and signed *CSX Transportation New Project Initiation Form* to the following:

Gisselle Torres
Benesch
GTorres@Benesch.com
Copy the following:

Allen Rust KYTC Rail Coordinator Allen.Rust@KY.gov Wayne Bolen Benesch WBolen@Benesch.com Clayton Showman
Benesch
CShowman@Benesch.com

CSX TRANSPORTATION NEW PROJECT INITIATION FORM				
Please provide the fo	ollowing ir	nformation so that CSXT is able to accurately and appropriately process the project setup and		
Is this project associat Federal funds?	ted with	Yes		
Is this project associat State funds?	ted with	No		
Please describe the funding source for this project (i.e. INFRA, Section 130, State, County, Private, etc.).		Federal		
Project Requirements:		<ul> <li>✓ Buy America</li> <li>✓ Additional procurement restrictions (Please describe below)</li> <li>✓ State Suspended and Debarred (Note - All federally funded projects are already monitored against the federal sus/deb listings)</li> <li>✓ Davis-Bacon (Please only check this box if this is a construction project that may be performed by an outside party)</li> <li>✓ CSX is subject to a state single audit as a recipient or subrecipient of funds (The only states that should apply here are FL or NC. FL must provide completed form DFS-A2-NS.)</li> </ul>		
Only complete this sect	tion if this	Other If you selected Other, please describe below.		
project is associated with Federal and/or State funds.				
		Project Sponsor - "Bill To" Information		
Agency - Sponsor:		Note: this is the agency that will be paying the invoice.		
Billing Address:		Note: this is the address to send the invoice for payment.		
Contact Name:				
Phone:				
E-mail:				
Invoice Delivery Method:	If Email or Mail & Email is selected, please enter Email address(es) here:			
Project Location:	St Matthews, Jefferson Co., KY			
Project Description:	Chenoweth Lane (KY 1932) Right of Entry at DOT# 345951F			
Sponsor Project Ref. Number (If applicable)				
	Ple	Signature of Applicant* ease sign, and e mail this form to the authorized CSX representative.		
Name and Title of Applicant				
Signature of Applicant		Date:		
the Project Sponsor fo	or the incu	uthorizing CSXT to incur costs and bill against this project. Should the project be canceled, CSXT will bill rred costs. In the event the Project Sponsor is unresponsive for 90 days or more, the project will be closed; inal billed for all project costs incurred.		

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

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

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

### PROTECTION OF EXISTING UTILITIES

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

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The utility facilities depicted in the plans have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating. The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives.

### PREQUALIFIED UTILITY CONTRACTORS

Some utility owners may require contractors that perform relocation work on their respective facilities as a part of the road contract be prequalified or preapproved by the utility owner. Utility contractors may be added via addendum if KYTC is instructed to do so by the utility owner. Potential contractors must seek prequalification from the utility owner. Any revisions must be sent from the utility owner to KYTC a minimum of one week prior to bid opening. Those utility owners with a prequalification or preapproval requirement are as follows:

### Louisville Water Company

The bidding contractor needs to choose a subcontractor who is a Louisville Water Company prequalified contractor in the category of 6-inch to 16-inch ductile iron water main.

The bidding contractor needs to review the above list and choose from the list of approved subcontractors at the end of these general notes as identified above before bidding. When the list of approved subcontractors is provided, only subcontractors shown on the following list(s) will be allowed to work on that utility as a part of this contract. In such instances, the utility subcontractor is not required to be pregualified with the KYTC Division of Construction Procurement.

### IF A UTILITY SUPPLIED CONTRACTOR LIST IS NOT PROVIDED

When the above list of approved subcontractors for the utility work is <u>not</u> provided, the utility work can be completed by the prime contractor, or a prime contractor-chosen subcontractor. In such instances, the subcontractor shall be prequalified with the KYTC Division of Construction Procurement in the work type of "Utilities" (I33). Those who would like to become prequalified may contact the Division of Construction Procurement at (502) 564-3500. Please note: it could take up to 30 calendar days for prequalification to be approved. The prequalification does not have to be approved prior to the bid, but must be approved before the subcontract will be approved by KYTC and the work can be performed.

### CONTRACT ADMINISTRATION RELATIVE TO UTILITY WORK

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

### SUBMITTALS AND CORRESPONDENCE

All submittals and correspondence of any kind relative to utility work included in the road contract shall be directed to the KYTC Section Engineer, a copy of which may also be supplied to the utility owner by the contractor to expedite handling of items like material approvals and shop drawings. All approvals and correspondence generated by the utility owner shall be directed to the KYTC Section Engineer. The KYTC Section Engineer will relay any approvals or correspondence to the utility contractor as appropriate. At no

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time shall any direct communication between the utility owner and utility contractor without the communication flowing through the KYTC Section Engineer be considered official and binding under the contract.

### **ENGINEER**

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

### INSPECTOR OR RESIDENT PROJECT REPRESENTATIVE

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

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

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

### **UTILITY SHUTDOWNS**

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

Notice to customers of utility shut downs is sometimes required to be performed by the utility contractor. The contractor may be required; but, is not limited to, making notice to utility customers in a certain minimum amount of time in advance of the shut down and by whatever means of communication specified by the utility owner. The means of communication to the customer may be; but is not limited to, a door

hanger, notice by newspaper ad, telephone contact, or any combination of communication methods deemed necessary, customary and appropriate by the utility owner. The contractor should refer to the utility owner specifications for requirements on customer notice.

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

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

### **STATIONS AND DISTANCES**

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

### RESTORATION

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

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

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

### **MATERIAL**

Contrary to Utility Bid Item Descriptions, those bid items that have the text "Inst" at the end of the bid item will have the major components of the bid item provided by the utility owner. No direct payment will

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be made for the major material component(s) supplied by the utility company. All remaining materials required to construct the bid item as detailed in utility bid item descriptions, in utility specifications and utility plans that are made a part of this contract will be supplied by the contractor. The contractor's bid price should reflect the difference in cost due to the provided materials.

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

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

### SECURITY OF SUPPLIED MATERIALS

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

### Standard Water Bid Item Descriptions

THESE BID ITEM DESCRIPTIONS SHALL SUPERCEDE ANY BID ITEM DESCRIPTIONS CONTAINED IN UTILITY OWNER SUPPLIED SPECIFICATIONS PROVIDED ELSEWHERE IN THIS PROPOSAL.

W AIR RELEASE VALVE This bid item description shall apply to all air release valve installations of every size except those defined as "Special". This item shall include the air release valve, main to valve connecting line or piping, manhole, vault, structure, access casting or doors, tapping the main, labor, equipment, excavation, proper backfill, and restoration required to install the air release valve at the location shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready-for-use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

BOLLARDS This item is for payment for furnishing and installing protective guard posts at above-ground utility installations. A bollard may consist of, but is not limited to, a steel post set in concrete or any other substantial post material. This item shall include all labor, equipment, and materials needed for complete installation of the bollard, as specified by the utility owner specifications and plans. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

*NOTE:* A bid code for this item has been established in standard roadway bid items and shall be used for payment of this item. The bid code is 21341ND.

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

Plugging of existing abandoned mains shall be performed and paid in accordance with Section 708.03.05 of KYTC Standard Specifications for Road and Bridge Construction, using Bid code 01314, Plug Pipe.

W CATHODIC PROTECTION This item is for providing and installing all cathodic protection materials to iron pipe and fittings, as specified in plans and specifications, complete and ready-for-use. Materials to be supplied and installed by the contractor shall include, but are not limited to, anodes, wire, fusion kits, test stations, and/or marker posts. All cathodic protection required for the entire project shall be paid under this one item. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LUMP SUM (LS) when complete.

W DIRECTIONAL BORE Payment under this item is made whenever the plans or specifications specifically show directional boring is to be utilized to minimize the impact of open-cut for the installation of water main under streets, creeks, etc. Payment under this item shall include the specified bore pipe, labor, and equipment. No separate payment shall be made for bore pipe installed in the bore, whether used as a carrier pipe or an encasement of a separate carrier pipe. This item shall also include pipe anchors at

each end of the bore, when specified, to prevent the creep or contraction of the bore pipe. Carrier pipe installed within a bore pipe shall be paid separately under pipe items. Payment under this item shall not be size specific and no separate bid items will be established for size variations. The bore pipe sizes to be included under this item shall be as shown on the plans and/or in the specifications. Any and all directional bores in each contract shall be paid under one directional bore bid item included in the contract, regardless of size. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

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

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

Range 1 = All encasement sizes greater than 2 inches to and including 6 inches

Range 2 = All encasement sizes greater than 6 inches to and including 10 inches

Range 3 = All encasement sizes greater than 10 inches to and including 14 inches

Range 4 = All encasement sizes greater than 14 inches to and including 18 inches

Range 5 = All encasement sizes greater than 18 inches to and including 24 inches

Range 6 = All encasement sizes greater than 24 inches

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

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

Range 1 = All encasement sizes greater than 2 inches to and including 6 inches

Range 2 = All encasement sizes greater than 6 inches to and including 10 inches

Range 3 = All encasement sizes greater than 10 inches to and including 14 inches

Range 4 = All encasement sizes greater than 14 inches to and including 18 inches

Range 5 = All encasement sizes greater than 18 inches to and including 24 inches

Range 6 = All encasement sizes greater than 24 inches

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

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

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

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

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

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

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

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

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

W LINE STOP SIZE 1 OR 2 This item shall include the line stop saddle/sleeve, valve, completion plug and any other material, labor, and equipment necessary to complete the line stop as indicated in the plans and/or specifications. This installation shall allow the waterline system to operate as usual without any interruption of service. The size shall be the measured internal diameter of the live pipe to be tapped. The line stop size to be paid under sizes 1 or 2 shall be as follows:

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

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

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

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

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

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

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

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

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

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

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

W METER WITH PRESSURE REDUCING VALVE (PRV) This item is for payment for installation of all standard water meters with pressure reducing valves (PRV) of all sizes 2 inches in diameter or less,

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

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

W PLUG EXISTING MAIN This item shall include the specified plug, concrete blocking and/or mechanical anchoring, labor, equipment, excavation, backfill, and restoration required to install the plug on an existing main to be left in service at the location shown on the plans or as directed, in accordance with the specifications. This item is not to be paid to plug new main installations or mains that are to be abandoned. This pay item is only to be paid to plug existing mains that are to be left in service. Plugs on new mains are to be considered incidental to the new main, as are other fittings, and are not to be paid under this item. All plugs on existing mains left in service shall be paid under this one bid item included in the contract, regardless of size. No separate bid items will be established for size variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

Plugging of existing abandoned mains shall be performed and paid in accordance with Section 708.03.05 of KYTC Standard Specifications for Road and Bridge Construction, using Bid code 01314, Plug Pipe.

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

drawings, complete and ready-for-use. If required on the plans and/or proposed adjoining DIP is restrained, PRVs shall be restrained. PRV restraint shall be considered incidental to the PRV and adjoining pipe. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

W REMOVE TRANSITE (AC) PIPE This item shall include all labor, equipment, and materials needed for removal and disposal of the pipe as hazardous material. All work shall be performed by trained and certified personnel, in accordance with all environmental laws and regulations.

Any and all transite AC pipe removed shall be paid under one bid item included in the contract, regardless of size. No separate bid items will be established for size variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

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

W SERVICE SHORT SIDE This item shall apply to all service line installations of every size up to and including 2-inch internal diameter, except those service bid items defined as "Special". This item includes installation of the specified piping material of the size specified on plans, encasement of 2 inches or less internal diameter (if required by plans or specifications), main tap, tapping saddle (if required), corporation stop, coupling for connecting the new piping to the surviving existing piping, labor, equipment, excavation, backfill, testing, disinfection, and restoration at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready-for-use. This bid item is to pay for service installations where both ends of the service connection are on the same side of the public roadway, or when an existing service crossing a public roadway will remain and is being extended, reconnected, or relocated, with all work on one side of the public roadway centerline as shown on the plans. The length of

the service line is not to be specified and shall not be restricted to any minimum or maximum length. Placement of a service lateral across a private residential or commercial entrance alone shall not be reason to make payment under this item. Private or commercial entrances shall not be considered a public roadway in defining payment under this item. The contractor shall draw his own conclusions as to the length of piping that may be needed. This pay item does not include installation or relocation of meters. Meters will be paid separately. No additional payment will be made for rock excavation or for bedding required in rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

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

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

W TAPPING SLEVE AND VALVE SIZE 1 OR 2 This item shall include the specified tapping sleeve, valve, valve box, concrete pad around valve box (when required in specifications or plans), labor, and equipment to install the specified tapping sleeve and valve, complete and ready-for-use, in accordance with the plans and specifications. The size shall be the measured internal diameter of the live pipe to be tapped. The size tapping sleeve and valve to be paid under sizes 1 or 2 shall be as follows:

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

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

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

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

Plugging of existing abandoned mains shall be performed and paid in accordance with Section 708.03.05 of KYTC Standard Specifications for Road and Bridge Construction, using Bid code 01314, Plug Pipe.

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

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

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

**W VALVE BOX REMOVE** This item is in payment for all labor, equipment, restoration materials, disposal, and any other effort for removal of a valve box, leaving the valve in place. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W VALVE CUT-IN This item is for new cut-in valve installations of all sizes, where installation is accomplished by cutting out a section of existing main. This item shall include cutting the existing pipe, supplying the specified valve, couplings or sleeves, valve box, concrete pad around valve box (when required in specifications or plans), labor, equipment, and materials to install the valve at the locations

shown on the plans, or as directed by the engineer, complete and ready-for-use. Any pipe required for installation shall be cut from that pipe removed or supplied new by the contractor. No separate payment will be made for pipe required for cut-in valve installation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W VALVE REMOVE This item is in payment for all labor, equipment, and restoration materials for cutting of existing pipe and any other effort necessary for total removal of an existing valve and valve box. This bid item shall include disposal of the valve and box, unless plans or specifications state the valve and box are to be salvaged and delivered to the utility owner for reuse. No separate pay items are to be established for size variations. All valve removals, regardless of size, shall be paid under this one pay item. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

If plugging of existing abandoned mains is needed after valve removal, the work shall be performed and paid in accordance with Section 708.03.05 of KYTC Standard Specifications for Road and Bridge Construction, using Bid code 01314, Plug Pipe.

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

### 2022

# TECHNICAL SPECIFICATIONS AND STANDARD DRAWINGS FOR 4" – 20" PIPELINE CONSTRUCTION



## LOUISVILLE WATER COMPANY LOUISVILLE, KENTUCKY

SPENCER W. BRUCE, P.E. – PRESIDENT TIMOTHY KRAUS, P.E. – VICE PRESIDENT, CHIEF ENGINEER

# LOUISVILLE WATER COMPANY TECHNICAL SPECIFICATIONS AND STANDARD DRAWINGS 4" – 20" PIPELINE CONSTRUCTION 2022

The Technical Specifications and Standard Drawings are provided as a technical resource for the construction of water projects managed and contracted by the Louisville Water Company. The Technical Specifications and Standard Drawings will apply to water projects with 4-inch through 20-inch pipeline sizes. All work shall be performed in accordance with accepted workmanship practices and the Technical Specifications and Standard Drawings.

The Technical Specifications and Standard Drawings revisions shall become effective immediately upon formal adoption by the Chief Engineer of the Louisville Water Company and shall supersede all former Technical Specifications and Standard Drawings for Pipeline Construction. Revisions are planned on a 5-year cycle. A copy of the current edition of the Technical Specifications and Standard Drawings may be obtained from the Chief Engineer at the 550 S. Third St. office, the Louisville Water Supervisor of Construction Inspection, Construction Inspection Services at the 4801 Allmond Ave. office, or at Louisville Water.com.

The Technical Specifications and Standard Drawings have been prepared under the direction of the Vice President / Chief Engineer on behalf of the Louisville Water Company and no part of the Technical Specifications and Standard Drawings may be reproduced or copied in any form without the written prior consent of the Vice President / Chief Engineer.

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# TECHNICAL SPECIFICATIONS FOR PIPELINE CONSTRUCTION

# 1. GENERAL REQUIREMENTS

# 1.1 Pre-construction Valve Inspection

Prior to the beginning of construction, the Contractor shall be responsible for locating and inspecting all existing valves associated with the work to be done. Specific valve information and locations can be found in the **SUPPLEMENTARY SPECIFICATIONS**. Inspection work to be done on these valves shall be included in the Contractor's base bid, and shall consist of the following:

- A. Locate the valve in the field. Valve boxes that are paved over or buried shall be uncovered and made accessible.
- B. Inspect key tubes and operating nut. Key tubes shall be cleared of debris and the operating nut made accessible. Gate Keys must be placed and turned on Gate Valve Operating Nuts to ensure the functional operation of the valve. Company's Inspector must be present when operating gate valves.
- C. Valve boxes (round tops) and lids shall be raised to grade where necessary.

Any valve determined by the Company to be inoperative shall be excavated and repaired or replaced by the Contractor as deemed necessary by the Company's Project Manager. Unit costs shall be as submitted by the Contractor in the **BIDDER'S PROPOSAL** form.

Except in cases of emergency, the Contractor shall not operate any valve without the direct supervision of the Company's Project Manager or Inspector. In an emergency, the Company's Inspector and Company's Radio Room shall be immediately notified by the Contractor. The Company's Radio Room direct phone line is (502) 569-3600, ext. 2700.

# 1.2 Signage

#### 1.2.1 Project Identification

The Contractor is required to install a project sign on each end of the project limits, at a minimum, unless on dead end roads where only one sign will be required. The sign shall be furnished by the Company and consist of a 4ft. x 4ft. or a 4ft. x 8ft. sheet of 1/4in. corrugated plastic board. The Contractor

shall supply the materials to install the sign using two – 4in. x 4in. posts by 10ft. in length set in concrete anchors with 18in. diameter and 3ft deep, primed and painted white, or other suitable posting method approved by the Company's Inspector.

The Contractor shall supply the materials to mount the sign to the posts using three  $-2\frac{1}{2}$  in. galvanized lag bolts with 1in. diameter galvanized washers on each post. The Contractor must install the signs prior to beginning any work and not remove the signs until final restoration is approved. Project Identification signs may not be required on new development projects, Kentucky Transportation Cabinet projects, on non-public roadways or projects less than 500 ft. The Project Identification signs shall be returned to Allmond Avenue inspection after project completion by the Contractor.

# 1.2.2 Contractor Vehicle Signage

The Contractor is required to display Louisville Water Contractor magnetic signs on both sides of all licensed vehicles when performing Louisville Water project contract work. The Company's Inspector will assign and collect magnetic signs on a project basis.

# 1.3 Traffic Control, Permits, and Regulations

#### 1.3.1 Traffic Control

Wherever the excavation is in right-of-way, the Contractor shall conduct their operations so that at least one lane of traffic is always kept open, unless otherwise approved by the permitting agency. Where the excavation is performed in an intersection, the work shall be completed in one work day, including backfilling, placement of a concrete cap, or temporary bituminous pavement. Temporary paving restoration shall be adequately maintained until permanent pavement is placed.

A traffic control plan is required by the permitting agency and shall be provided by the Contractor to the Company's Project Manager prior to the permit request. The plan shall be digitally drafted utilizing an approved software and shall be in accordance with the Kentucky Department of Highways and/or Louisville Metro Public Works regulations and templates. The traffic control plan will be prepared by the Contractor and submitted by the Company to the respective agencies with the requested permit.

Traffic control shall be in accordance with the Federal Highway Administration Part VI of the Manual on Uniform Traffic Control Devices (MUTCD) latest edition.

Traffic control on streets shall be in accordance with requirements of appropriate City or County jurisdiction.

Specific signing and traffic control are incidental to this project and shall be determined by representatives from the appropriate agencies. No extra payment will be made for placement of these traffic controls.

Specific traffic control signage referencing lane blockages, detours, flaggers, etc. shall be removed from the site or covered when not in use. Signs that provide general messages such as "Construction Ahead" shall be left in place throughout the completion of the project.

The contractor shall be responsible for establishing temporary "No Parking" zones. The zones shall be confined to the immediate work area and appropriate transition zones and shall be limited in duration to the length of time work is performed in that area.

All construction vehicles shall be legally parked. Privately owned vehicles including vehicles owned by the construction crew shall not be parked in the "No Parking" zones.

#### 1.3.2 Encroachment Permits

A road permit will be required for work performed within the right-of-way limits. No construction work shall start until these permits are obtained and provided to the Contractor by the Company. A copy of any approved permits obtained by the Contractor shall be provided to the Company's Project Manager and Inspector before work shall be begin.

Applicable permits shall be obtained by the Company from the appropriate agency: Louisville Metro Public Works, Louisville Metro Parks, Bullitt County Road Department, Oldham County Public Works, Kentucky Department of Highways and / or any other Jurisdictional Authority that governs the location within which work will be conducted for installing water mains in public right-of-way. The Contractor shall coordinate their time schedule for performing this work with the Company's Project Manager in order that the appropriate authority can be notified of the progress of construction. Special attention is directed to the working hours as specified by any of these traffic control departments in their respective permit.

A minimum fourteen (14) day advanced notice of the need for a permit shall be provided to the Company's Project Manager. Copies of the permit(s), along with the approved traffic control plan, shall be on-site, readily available, legible and displayed in construction vehicles used at the project site. The Contractor will be responsible for obtaining appropriate permits for

Joint-Bid Projects (i.e. Kentucky Transportation Cabinet (KTC) Projects, MSD Projects, or Developer Installed Projects, etc.).

The Contractor shall submit a traffic control plan to the Company's Project Manager with the request for the permit. As a minimum, the traffic control plan shall include lanes to be blocked, "No Parking" zones to be created, parking meters to be "bagged", method of controlling traffic, designated work hours, and proposed work schedule. Contractors must use certified traffic control devices and not deviate from the approved Traffic Control Plans unless directed by the Jurisdictional Authority and any such deviation shall be documented.

Unless specifically approved by the Permitting Agency, all roadways (including side roads) shall remain open, with traffic maintained in a safe manner. Outside the designated work hours, all travel lanes shall be temporarily restored and reopened to traffic, and all construction vehicles, equipment, and personnel removed from the roadway.

# 1.3.3 Crossing of Roads

With respect to all roadways: water main crossings, fire hydrant crossings, and/or service crossings shall be bored, jacked, or tunneled as specified within these Contract Documents. Any alteration(s) to the above shall require written approval from both the Company's Project Manager and the Jurisdictional Authority prior to the work being performed. Any additions and/or deletions in roadway bores/jacks/tunnels from those included in the project's scope of work shall require compensation adjustment in accordance with the <a href="https://document.com/BIDDER'S\_PROPOSAL">BIDDER'S\_PROPOSAL</a> form's Supplementary Unit Prices (if applicable) or with <a href="https://document.com/CHANGES\_IN\_THE\_WORK">CHANGES\_IN\_THE\_WORK</a>, in the <a href="https://document.com/TERMS\_AND\_CONDITIONS">TERMS\_AND\_CONDITIONS</a> (if said Supplementary Unit Prices are not applicable).

#### 1.3.4 Parking Meter Permit

The Contractor shall arrange for and pay for a permit as required by Louisville Metro Public Works Ordinance Title VII Traffic Code: Chapter 72: Parking Regulations for the bagging of all parking meters affected by the construction. Issuance and enforcement are administered by the Louisville Metro Public Works. Information may be obtained at the following address. All costs shall be included in the Contractor's base bid.

Louisville Metro Public Works 444 South 5<sup>th</sup> Street Louisville, Kentucky 40202

#### 1.3.5 Soil Erosion and Sediment Control Permit

The Contractor shall abide by and shall arrange for and pay for any and all permits involving the Kentucky Division of Water regulations pertaining to erosion and sediment control requirements as administered by the Louisville and Jefferson County Metropolitan Sewer District (MSD) or other jurisdictional authority where required. The Contractor shall comply with the applicable provisions of KRS Chapters 220 and 224 of the State Water Pollution Control Laws and other applicable statutes relating to the prevention and/or abatement of water pollution.

Projects involving disturbed areas of more than one (1) acre shall require the Contractor to submit a "Notice of Intent" Letter to the Kentucky Division of Water, as well as an "Erosion and Sediment Control" plan submitted to MSD for MSD's approval where required.

In any event, regardless of the size of the project, the Contractor shall: exercise every reasonable precaution at all times to prevent water pollution by the erosion and deposition of sediment in streams, lakes, and reservoirs; conduct and schedule operations so as to avoid or minimize the muddying or siltation of areas adjacent to the construction site including streets, storm sewers, vacant lots, etc.; and not leave partially completed areas of work in a manner that will contribute to erosion during the period in which work is suspended.

For each stream crossing (a "stream" being defined as a so-called blue-line stream, either solid or broken, as shown on the United States Geological Survey (USGS) quadrangle map), the Company shall apply for a construction permit, or for an exemption thereto, from the Kentucky Division of Water, if applicable, (see Section 1.3.6). In any event, the Contractor shall: utilize adequate and environmentally-responsible construction practices, placing silt control prior to the start of construction and maintaining it until vegetation has been established; revegetate all disturbed areas upon completion of construction; maintain at least three and one-half feet (3 ½') of cover over the top of pipe with respect to the stream bed elevation; and obtain approval from MSD where required, prior to the start of construction, of an "Erosion and Sediment Control" plan.

Louisville Water hereby gives notice to Contractors (and, Contractors are directed to provide notice to their employees, agents, assigns and Contractor's subcontractors, their employees, agents and assigns, and Contractor's suppliers, their employees, agents and assigns on the project site) that Louisville Water holds an Erosion Prevention Sediment Control Plan General Permit issued by MSD, pursuant to the Louisville/Jefferson County Metro Government Code of Ordinance No. 186, Series 2007 (amending Jefferson County Ordinance Chapter 159), Erosion Prevention

and Sediment Control, and, that certain activities require additional Individual Site Disturbance Permits, also issued by MSD, pursuant to the Louisville/Jefferson County Metro Government Code of Ordinance No. 186, Series 2007, Erosion Prevention and Sediment Control.

Pursuant to the requirements of that General Permit where required and any required individual site disturbance permits, Louisville Water further gives notice to Contractors of the County's Erosion Prevention and Sediment Control Ordinance. Louisville Water hereby expressly requires Contractors, their employees, agents, and assigns and Contractor's subcontractors, their employees, agents and assigns, and Contractor's suppliers, their employees, agents and assigns on the project site to comply with the provisions of that Ordinance and all permits, General and Individual, as part of the required compliance with "any federal, state or local government statute, ordinance, regulation and law which controls or limits in any way the actions of persons working on the project and which affects the purchase, installation, or disposition of any materials related to the project"—set out in CONTRACTOR'S RESPONSIBILITIES, in the TERMS AND CONDITIONS.

The Contractor's responsibility for compliance with the Erosion Prevention and Sediment Control Ordinance is in addition to those set out in **CONTRACTOR'S RESPONSIBILITIES**, in the **TERMS AND CONDITIONS.** 

See Standard Drawing: 4501 in Appendix of Drawings.

#### 1.3.6 Stream – Wetland Crossing Permit

The Kentucky Division of Water (KDOW) requires a General Water Quality Certification (W.Q.C.) Permit #12 for the crossing of streams or wetlands. It is not necessary to apply for an individual General Water Quality Certification (W.Q.C.) Permit #12 unless the stream is classified as an Outstanding, Exceptional, or Cold Water stream (Special Waters) by the KDOW. Listings of streams with these classifications can be found on KDOW's webpage: eec.ky.gov

For subfluvial (streams and rivers) pipe crossings, a flood plain construction permit will not be required pursuant to KRS 151.250 if the following requirements of 401 KAR 4:050 Section 2 are met:

- No material shall be placed in the stream or in the flood plain of the stream to form construction pads, coffer dams, access roads, etc. during construction of pipe crossings.
- Crossing trenches shall be backfilled as closely as possible to the

original contour.

- All excess material resulting from construction displacement in a crossing trench shall be disposed of outside the flood plain.
- For erodible channels, there must be at least three and one half (3.5) feet of backfill on top of all pipe or conduit (casing) points in the crossing.
- For non-erodible channels, pipes or conduits (casing) in the crossing shall be encased on all sides by at least six (6) inches of concrete with all pipe or conduit (casing) points in the crossing at least six (6) inches below the original contour of the channel.

For subfluvial (streams and rivers) pipe crossings greater than fifteen (15) feet in width:

- The water main shall be of special construction, having flexible, restrained, or welded watertight joints.
- Valves shall be provided at both ends of the water crossings so that the section can be isolated for testing or repair.
- Valves shall be easily accessible, not subject to flooding, and if closest to the supply source, shall have a meter vault installed with permanent taps made on each side of the valve to allow insertion of a small meter to determine leakage and for sampling purposes.

See Standard Drawings: 1608 & 4501 in Appendix of Drawings.

# 1.4 Project Drawings and Specifications

#### 1.4.1 General

The Contractor shall make available a set of stamped plans and specifications at the job site at all times, including all addendums, revisions, changes, etc.

#### 1.4.2 Combined Specification

This specification discusses the installation of ductile iron pipe, PVC (polyvinyl chloride) pipe, ductile iron appurtenances, and other project specified piping and materials.

The type of pipe to be installed is specified on the stamped plans or in the **SUPPLEMENTARY SPECIFICATIONS**.

# 1.5 Daily Materials Installed Form

The Contractor shall maintain the Daily Materials Installed forms supplied by the Company as a record of the pipe, fittings, and valves installed each day, and shall provide same to the Company's Inspector daily. Pipeline materials shall be listed on the form in the same sequence as installed.

# 1.6 Video Recording

Prior to the start of construction, the Contractor shall provide one (1) original walking, narrative continuous DVD video, or other acceptable media approved by the Company's Project Manager representative of the complete project area. The video should include narration of the video footage, verbal descriptions of the locations shown, and at a speed which clearly shows the condition of all areas which could be affected by project construction.

# 2. CONDUCT OF WORK

# 2.1 Safety

Wherever necessary, to prevent caving during the excavating of sand, gravel, sandy soil, or other unstable material, the trench shall be adequately sheeted, braced, and drained. The trench shall be maintained in accordance with OSHA regulations so that workers may work thereon safely and efficiently, and vehicular and pedestrian traffic, livestock, and animals are protected at the worksite. It is essential that trench pumps discharge into natural drainage channels or drain toward storm drains in compliance with regulatory agency requirements.

Any excavated materials to be stockpiled, shall be piled in a manner that will not endanger personnel, property, adjacent properties and pedestrians, and will not obstruct driveways, sidewalks, or thoroughfares. Drainage lines shall not be obstructed.

With respect the entry of and/or working within confined spaces, the Contractor shall abide by the KOSHA Standards referenced by 803 KAR 2:300 thru 2:320 for General Industry and 803 KAR 2:240 thru 2:423 for Construction Standards, plus any and all additional related regulations required by the Commonwealth of Kentucky.

For questions or concerns relating to this matter, the Contractor shall contact the KOSHA–Kentucky Occupational Safety & Health Program, (phone (502) 564-3070).

#### 2.2 Jobsite / Work Area Cleanliness

The Contractor shall routinely and regularly remove all dirt and rubbish resulting from its operations and shall keep the jobsite or work area neat and tidy.

When its work is complete, it shall at once remove from the premises all tools and machinery belonging to the Contractor and all rubbish in connection with the work and render the jobsite or work area clean and free from all obstructions, delivering the work at completion whole, clean, tight, and ready for use, with the grounds in a neat and presentable condition.

# 2.3 Cooperation

The Contractor shall cooperate with local governing agencies, Kentucky Department of Highways, Louisville Water, other utilities, and other contractors to cause as little interference as possible, to avoid inconvenience and delay, and to facilitate prompt completion of the work.

The Contractor shall coordinate and schedule with the Company's Inspector valving off mains for each connection or change in existing mains, and will conduct the work to cause the shortest possible interruption of service.

#### 3. SITE WORK

#### 3.1 Utilities

#### 3.1.1 General

The Company has endeavored to locate sub-surface obstructions from available records, and such structures are shown on the project drawings. The Company does not guarantee the accuracy of the information there shown, although it has undertaken to present available data. The project drawings do not show the size or location of services.

Wherever the Contractor deems it necessary to determine the exact location of existing pipe, valve, or other underground structures, the Contractor may make any examinations that it may determine desirable in advance of the work and no added compensation will be paid. Only in the event that the Company's Project Manager by written order directs the Contractor to make additional exploration and excavation will extra compensation be allowed.

The Contractor's attention is directed to the Kentucky 811 (811 or 1-800-752-6007), which has been established to provide accurate locations of below-ground utilities. The Contractor shall notify Kentucky 811 a minimum of two (2) business days in advance of any construction on this

project. Additional information for Kentucky 811 can be found at www.kentucky811.org.

# 3.1.2 Utilities in Conflict with the Pipeline

In excavating trenches and installing pipe, where any existing utilities (including water pipe, sewer pipes, inlets and drains, gas pipes, electric lines and conduits, telephone lines and conduits, cable television lines and conduits, communication – fiber optic lines and conduits, service connections from these utilities, trolley tracks used for cathodic protection, traffic signal loop detector system or street light system), cross the trench, they shall be protected, supported, and maintained in service and restored to the condition in which they were found, all at no additional cost to the Company.

Where because of location or grade, such utilities cannot be replaced to occupy their original location, they shall be changed at no additional cost to the Company and as directed by the Company's Project Manager and utility owner to accomplish their original purpose with adequate provision for drainage over or under the pipe as circumstances require.

Where any utility facility, including service connections, is touched or endangered by the work, the utility's management shall be notified by the Contractor, and the Contractor shall cooperate with the utility and pay the cost of protection and repair if damaged.

The Contractor shall protect all abandoned trolley tracks. If abandoned trolley tracks are damaged, the Contractor shall contact Pipeline Integrity Group of Louisville Gas and Electric Company at (502) 627-4427 prior to the repair of any cut or damaged rail. Repair, if required, shall be as directed by Louisville Gas and Electric Company.

# 3.1.3 Utilities Parallel to the Pipeline

Where utilities exist parallel to the water main and at a location which will interfere with its installation, they shall be handled as follows:

- A. The affected utility shall be notified at least five days in advance, if possible, of the time necessary to do the work. The cost of temporary hookup and any charges from the utility will be paid by the Contractor unless previously authorized by The Company.
- B. Gas, sewers, telephone, or electric facilities shall be gently uncovered, and personnel from the pertinent utility must remove its facility after accomplishing a temporary hook-up to prevent loss of service. After the water main has been placed, the utility line will be reinstalled near its

original location and grade by the utility personnel, and the Contractor will complete the necessary backfill.

# 3.1.4 Water / Sewer Main Separation

Water mains shall be installed in accordance with Kentucky Division of Water regulations and Recommended Standards for Water Works (Ten States Standards).

Water mains shall be installed at a minimum of ten feet (10') horizontally from any existing or proposed non-storm sewer main or non-storm sewer manhole; measured from the outside diameters. ("Non-storm sewer" is defined as sanitary sewer, combined sewer, septic tank, or subsoil treatment system.)

When crossing over or under a non-storm sewer main, the water main shall maintain one and one-half feet (1.5') vertical separation with one (1) full length of the water pipe located so that both joints of the water pipe will be as far from the non-storm sewer as possible. Special structural support for the non-storm sewer and water pipes may be required.

When ten feet (10') of horizontal separation or one and one-half feet (1.5') of vertical separation cannot be maintained, the Company's Project Manager must be notified for resolution. There shall be no deviation from the above ten feet (10') horizontal and one and one-half feet (1.5') vertical separation requirements when water pipes are crossing non-storm sewer force mains. Only in the event that the Company's Project Manager directs the Contractor by written order may changes be made to these minimum separations.

# 3.1.5 Water Service Line Depth and Service / Non-Storm Sewer Separation

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

See Standard Drawing: 1000 in Appendix of Drawings.

# 3.2 Laying Out the Work

The location of the work shall be defined by lines and elevations furnished by the Company's Project Manager on project drawings or specifications. The Contractor shall layout their own work, lines, measurements, bench marks, levels and grades, right-of-way and easement lines. The Contractor shall contact the Company's Project Manager prior to entering a property

on which the pipeline is being installed in an easement to ensure that the easement has been obtained.

Unless otherwise directed by the Company's Inspector or Project Manager, the Contractor shall complete each block of water main installation, or in the absence of intersecting streets, every 500 feet of water main installation in urban areas, every 1,000 feet of water main installation in suburban / residential areas, or 1,500 feet in rural areas before proceeding. This includes chlorination, pressure testing, service work, and permanent restoration of all areas affected by the construction.

The pipeline shall be installed throughout the public right-of-way or in easements as indicated on the project drawings. Generally, all work must be confined to the public right-of-way or easement provided; however, the Contractor may make arrangements for more operating room at its own expense and responsibility.

The Contractor shall obtain written permission for use of private property by the property owner and furnish an affidavit to the Company's Project Manager that proper arrangements are made prior to occupation of the property. Otherwise, the Contractor shall conduct its operations in a manner that will not interfere with adjacent property owners.

#### 3.3 Stakes

The Contractor shall furnish and set all stakes necessary in laying out the location of lines and grades, shall protect all stakes by suitable guard stakes, and shall be responsible for maintenance of all stakes after being set.

# 3.4 Temporary Contractor Facilities

#### **3.4.1** Power

The Contractor shall arrange and pay for all power required for construction purposes.

#### 3.4.2 Heat and Enclosures

The Contractor shall furnish at its own expense, all temporary heat and/or enclosures that may be deemed necessary.

### 3.4.3 **Light**

The Contractor shall provide and pay for temporary electric light necessary for the execution of the work. This will include all necessary wiring, fixtures, and electric bulbs. Torches or other sources of light which can

cause damage by fire or smoke shall not be used.

#### **3.4.4** Water

The Contractor may purchase water from the Company for use in construction operations. The Contractor shall include the cost of Temporary Water Service, and cost of water purchased, in the base bid.

# 3.4.4.1 Temporary Water Service

Water used by the Contractor or Company for disinfection, flushing, pressure testing, and leakage testing will be supplied by the Company at no cost. If water is needed for other purposes, the Contractor may obtain a temporary water service meter as outlined below. The Contractor will be responsible for fees and usage charges for the temporary water service.

To obtain a temporary water service meter, an application, with deposit, must be completed in Metering Services offices at 4801 Allmond Avenue between the hours 9:00am to 3:00pm Monday through Friday. Applications can be obtained in Metering Services or at LouisvilleWater.com.

Routine questions regarding a temporary service meter or billing concerns may be directed to our Call Center, (502) 583-6610.

Use of temporary services must comply with all Louisville Water Service Rules and Regulations found at LouisvilleWater.com. The Company prohibits the unauthorized use of fire hydrants and will work with law enforcement officials to pursue each incident to the extent allowed by law.

The Contractor is responsible to protect the fire hydrant temporary service meter and fire hydrant wrenches from loss and theft. Fire hydrant temporary service meters must be dismantled when not in use to protect from theft or freezing weather. Fire hydrant wrenches shall never be left unattended on a fire hydrant.

Fire Hydrants must be turned on completely to prevent flooding through the hydrant's weep holes. Flow shall be regulated by the temporary meter assembly valve. The Contractor must notify the Louisville Water Radio Room (569-3600, ext. 2700 or 2701) of all hydrants flowed between November 1 and March 31, or as freezing conditions dictate, so the hydrant can be winterized after use to prevent freezing.

Some fire hydrants have a locking device attached to prevent unauthorized use. The Contractor shall notify the Company's Project Manager or Inspector 48 hours in advance of the need to use such a fire hydrant, so the lock can be removed by Company personnel. The Contractor shall immediately notify the Company's Project Manager or Company

Inspector when the fire hydrant is no longer needed so the lock can be reinstalled.

It is the responsibility of the Contractor to properly protect the fire hydrant temporary service meter, and to ensure that proper replacement techniques be applied, including placement of gasket to prevent water loss upstream of the meter.

# 3.4.4.2 Water Uses Excluded in Temporary Water Service

Any water used from a fire hydrant or blow off shall be metered or estimated. In some instances, the Company Inspector may approve non-metered water use (e.g. filling the main, flushing of hyper-chlorinated or potable water where practical.)

See Standard Drawing: 1601 in Appendix of Drawings.

# 3.4.5 Temporary Toilets

The Contractor shall provide in the vicinity of the work at locations satisfactory to the Company, and maintain in a sanitary condition, suitable temporary toilets for the use of the workers and Company personnel.

Upon completion of the work, the temporary toilets shall be removed, and the premises left in a sanitary condition. The temporary toilets shall be satisfactory to the governing jurisdiction's Board of Health.

#### 3.4.6 Temporary Fencing

The Contractor shall supply and install temporary fencing when necessary to control livestock or property owner's animals requiring containment. The Contractor shall make arrangements with the property owner for removal / containment of the animals during any removal of existing fencing and placement of the temporary fencing.

#### 3.4.7 Contractor Communications

The Contractor shall supply a 24 hour emergency contact number to allow direct communication from the project site or after working hours with the Company's Project Manager or Company Inspector.

#### 4. PIPELINE MATERIALS

# 4.1 Pipe and Fittings

# 4.1.1 Pipe and Fittings Furnished by the Company

Pipe and fittings to be furnished by the Company shall be as specified in the Contract Documents.

# 4.1.2 Pipe and Fittings Furnished by the Contractor

Materials provided for "Furnish and Install" projects shall be as specified in the Contract Documents.

The Company's Inspector shall verify that all materials meet project specifications prior to installation.

The Contractor retains ownership of all Contractor furnished materials under "Furnish and Install" contracts until the project is completed and accepted by the Company. Materials not installed cannot be returned to the Company.

#### 4.2 Furnished to the Contractor

# 4.2.1 Materials

The Contractor shall requisition and haul, on appropriate vehicles, all Company supplied materials from the Company's warehouse to the points of their respective installation.

The Contractor shall protect pipe and fittings to avoid vehicle exhaust, debris, and damage during transit from the Company's warehouse to being installed.

As referenced in the current edition of the Company's "Process for Job Site Delivery of Line Pipe" Document, a copy of which is available from the Company's Project Manager, pipe delivery from the pipe manufacturer to the jobsite is available if the Contractor makes arrangements as stated in said Document.

#### 4.2.2 Requisition and Return of Materials

The Contractor shall requisition and return materials per current warehouse procedures, and shall account for or promptly return all materials so requisitioned.

Any unused materials shall be returned within five (5) working days after the date of substantial completion of the work as specified by the Company's Inspector. The cost of any unused materials not returned to the warehouse by this date shall be billed to the Contractor.

Below is a list of guidelines to draw or return materials from the Company's Allmond Avenue warehouse:

- A. Call (502) 569-3633 or email <a href="warehouse@lwcky.com">warehouse@lwcky.com</a> to make an appointment with the Warehouse. Appointments are scheduled for 30 minutes in length. Email or fax a copy of the materials list to the warehouse at 569-0812.
- B. Appointments, including standing appointments, will be scheduled on a first-come first-served basis. Appointments are not required for emergency situations but must be approved by the Company's Project Manager.
- C. Issues and returns are considered equal in regard to scheduling.
- D. Warehouse office hours are 7:30 a.m. 4:00 p.m., Monday thru Friday (except Company's holidays). Appointments are scheduled from 8:00 a.m. 2:00 p.m.
- E. All returned material must be in the same condition as it was when issued clean and with all accessories. Returns of dirty, corroded, and/or rusted material, and/or fittings missing accessories, or otherwise damaged shall not be accepted.
- F. The Contractor shall not return cut pieces of pipe to the Company's Warehouse. Contractors shall make best use of pipe, minimize cut pieces of pipe and shall not install more than two (2) pieces of cut pipe adjacent in a straight run. Only whole uncut pipe may be returned to the Company's Warehouse and it must be clean and in good condition.

#### 4.2.3 Loading and Unloading Procedures

# Refer to <u>PIPE AND PIPE APPURTENANCES FURNISHED BY THE COMPANY</u>, in the <u>TERMS AND CONDITIONS</u>.

#### 4.2.4 Pressure Test Pump

For pressure and leakage testing, the Company shall issue a test pump and meter kit to the Contractor. Contractors may furnish their own test pump if it is equipped with a quick-connect coupling to allow placement of the Company Inspector's pressure gauge and the test pump meter is approved

by the Company's Inspector.

The Contractor is to: notify the Gate Shop (502) 569-3600, ext. 2766, at the Warehouse at least two days in advance of the day of intended use; pick up the test pump kit between the hours to 7:30 a.m. and 3:30 p.m.; have the test pump kit for 48 hours at no charge (Saturdays and Sundays are excluded from the allowed time frame); and return the test pump kit to the Gate Shop within 48 hours of pick-up. If outstanding for more than two days, beginning on the third day, a rental fee will be charged to the Contractor; this fee shall be waived only if the Company's Inspector notifies the Warehouse Office or the Gate Shop at the Warehouse of special circumstances.

The Contractor shall be held responsible for the test pump and all test kit contents and shall be invoiced for all cleanup and/or repair costs. The Company does not loan or lease hoses and/or tools, including tapping machines.

# 4.3 Storage of PVC Pipe (Polyvinyl Chloride)

When storing PVC (polyvinyl chloride) pipe, caution should be exercised to avoid compression, damage, or deformation to the pipe, including the bell ends. Ensure that the weight of the upper units does not cause deformation to the lower units. All pipe shall be placed on wooden skids or other suitable material, be stored in accordance with AWWA's M23 Manual and be stored in a manner to prevent deformation and dirt, debris, foreign objects, or any other substance from entering the pipe.

#### 5. EXCAVATION

#### 5.1 Rock Excavation

#### 5.1.1 Definition of Rock

Rock, for the purpose of this contract, shall mean boulders, pieces of concrete or masonry of sufficient size, and solid ledge rock (usually limestone) which, in the opinion of the Company's Project Manager, requires mechanical removal or drilling and blasting as approved by the Company's Project Manager. All rock shall be Unclassified. Unclassified rock shall mean any rock which has to be removed for construction and the cost of removal shall be included in the base bid price.

# 5.1.2 Trench Dimensions

Trench rock excavation shall be based on a trench width of eighteen inches (18") wider than the outside diameter of the pipe, equally spaced at nine

inches (9") on each side of the pipe and a trench depth of six inches (6") below the outside bottom of the pipe.

# 5.2 Rock Soundings

The Company does not know or pretend to know, nor does it undertake to state, the nature of all materials which will be necessary to excavate in order to construct the work contemplated herein. The Contractor is advised to perform rock soundings or subsurface investigations where feasible on all projects prior to bid. If rock sounding information is provided on the plans, the Contractor is advised that the rock sounding location is approximate and that the location and quality of rock can be highly variable and if the Contractor uses such data he/she does so at their own risk. The Contractor shall assume all risks arising from, or out of, the nature of all forms of materials necessary to be excavated, except as otherwise specified.

It shall be distinctly understood that reference to rock, earth, or any other material on the Plans or in the Contract, whether in numbers, words, letters, or lines, is not to be taken as a complete indication of classified rock excavation or the quantity or quality of either rock, earth, or any other material involved. The Contractor is advised to draw their own conclusions regarding the actual conditions to be encountered. The Company does not provide a guarantee as to the accuracy of the data and no claim will be considered for additional compensation when the materials encountered are not in accordance with the classification shown.

# 5.3 Rock Blasting Requirements

All blasting for excavations shall be conducted by a blaster licensed in the State of Kentucky in compliance with provisions of KRS 351 and KAR 803 and 805. Blasting will be permitted only after securing the approval of the Company's Project Manager and only when proper precautions are taken for the protection of persons or property. Any damage caused by blasting, including damaged or raised pavement, shall be repaired by the Contractor at their expense.

The Contractor shall abide by all Federal, State, and Local laws and regulations regarding the storage and use of blasting materials (KRS 351 and KAR 803 and 805). The hours of blasting will be fixed by the Company's Project Manager and adhere to state and federal guidelines. A blasting log must be kept, and a copy furnished to the Company.

# 5.4 Excavation in Streets and Parking Areas

#### 5.4.1 Procedure

Where a specific road permit exists, it shall take precedence; otherwise, the following language shall apply.

Wherever the excavation is in paving, whether in the streets or in parking lots, the Contractor shall so conduct their operations that at least one lane of traffic is kept open at all times. Where the excavation is performed in a traveled lane, the trench shall be made safe during non-working hours by installing backfill and temporary bituminous pavement, backfill and concrete subbase, or plates (see "Plating" Section 5.4.3).

Where the excavation is performed in an intersection, the work shall be completed in one work day, including backfilling and temporary bituminous pavement. Temporary paving restoration shall be adequately maintained until permanent pavement is placed.

Traffic warning signs shall be placed and maintained on the streets being crossed, in accordance with the applicable agency as described in "Traffic Control" (Section 1.3.1).

# 5.4.2 Twelve-Inch (12") Cutback Requirement

The Contractor shall make two pairs of straight paving cuts of uniform width: the first pair being along the edges of the anticipated trench location, to be performed prior to excavating the pipe trench; and the second pair being along the anticipated twelve-inch (12") cutback locations, to be performed upon completion of trench backfill placement up to the subbase bottom elevation and prior to subbase placement.

Saw cuts shall be of sufficient penetration of the pavement base to ensure straight edges during pavement removal. Irregular edges shall be sawcut to provide straight edges at a uniform width.

Twelve-Inch (12") Cutback Requirement is not required when backfilling the trench with flowable fill (Controlled Low Strength Cementitious Material).

#### 5.4.3 Plating

#### 5.4.3.1 General

Recessed and surface mounted plates shall have a minimum thickness of one inch (1") and shall be placed on a minimum bearing area of one foot of pavement bordering the perimeter of the excavation.

All plates, whether or not in a traveled lane, are to have 45-degree beveled edges along the entire perimeter. All plates must have readily identifiable markings to reflect Contractor ownership.

If plates are unable to be recessed and must be pinned due to other utility encumbrances, the appropriate Road Maintenance Agency or property owner must be notified immediately.

#### 5.4.3.2 Traveled Lanes

In traveled lanes, the Contractor shall provide plates recessed flush with the pavement for any excavation and trenches must be backfilled to subbase prior to placing plates. Any lane that is open to the traffic at any time during the day is defined as a traveled lane.

#### 5.4.3.3 Non-Traveled Lanes

In non-traveled lanes, the Contractor shall also provide recessed plates where required by the Company's Project Manager and as described in the **SUPPLEMENTARY SPECIFICATIONS**. Otherwise, for non-traveled lanes and parking lots, surface mounted plates, properly secured to pavement, shall be provided, with the exception that all plates are to be recessed from November 15<sup>th</sup> thru March 31<sup>st</sup>, so as to minimize the potential hazards to snow removal vehicles, or as specified by the permitting authority.

See Standard Drawing: 4000 and 4100 in Appendix of Drawings.

# 5.5 Trenching

#### 5.5.1 General

The Contractor shall make all excavations for pipe, blow-off connections, valves and vaults, etc. which may be required for this project. All excavations shall be backfilled or plated overnight with open pipe ends plugged or capped.

#### 5.5.2 Alignment and Grade

The trench shall be excavated to the alignment and depth required and only so far in advance of pipe installation as the Company's Inspector shall permit. All pipe shall be installed and maintained to the lines and grades shown on the project drawings.

#### 5.5.3 Trench Width

The trench width shall be as narrow as practicable to permit the pipe to be installed and jointed properly with a minimum of nine inches (9") of separation between outside of the pipe and each sidewall of the trench. Trench width must allow for the backfill to be placed and compacted around the pipe. Vertical trench sides are desired where the nature of the excavated material and depth of trench will permit.

A trench width of eighteen inches (18") plusthe outside pipe diameter shall be the pay width for any items of work for which compensation is made where trench width is a factor in computing the value of work done.

# 5.5.4 Trench Depth

The pipe trench shall be excavated to such depth as to provide for six inches (6") of depth under and a minimum forty-two inches (42") of cover over the outside of the pipe barrel. Unless otherwise specified, the trench shall have a flat bottom conforming to this grade. Any pipe installed with more than fifty-four inches (54") or less than forty-two inches (42") of cover must have written approval from the Company's Project Manager.

Any part of the trench excavated below grade (grade being six inches (6") under the pipe) shall be backfilled to grade with the same backfill material used to bed the pipe or other material approved by the Company's Project Manager, and compacted to ninety percent of Modified Proctor as required in "BACKFILLING PROCEDURES AND TAMPING" (Section 7).

Unstable soil material shall be excavated from the trench, and the trench backfilled and compacted as described above.

Backfill greater than a depth of forty-two inches 42" shall be provided where indicated on the project drawings with no additional compensation.

The pipe trench shall not be excavated to exceed forty-eight inches (48") of cover over the outside of the pipe barrel under normal conditions unless indicated on the project drawings.

In locations where pipe is installed on a sloped surface the minimum depth of cover of forty-two inches (42") must be maintained at all points along the pipe.

Variations from these required depths will be allowed only on written authority from the Company's Project Manager.

#### **5.5.5** Minimum Clearances

Boulders, large stones, and rock (including shale) shall be removed to provide a clearance of at least six inches (6") below the barrel of the pipe, valves, or fittings and to provide a clear width of at least nine inches (9") on each side of all pipe and appurtenances.

Bell holes of ample dimension shall be dug to permit jointing to be made properly and to ensure that the pipe is evenly supported throughout in length rather than on bells or couplings.

#### 5.5.6 Contaminated Soil

In the event the Contractor suspects encountering contaminated soil (i.e., soils containing asbestos, PCBs, petroleum products, hazardous waste, radioactive material, and/or any other substance that presents a potential danger to persons or property exposed thereto), the Contractor shall take the following steps:

- Immediately secure the work site to prevent access by unauthorized personnel;
- Notify the Kentucky Department for Environmental Protection, if reportable, (reportable is when an actual spill or release of a hazardous material occurs or when there appears to be a threat of severe environmental harm), at (502) 564-0323;
- Immediately notify "Emergency Response" at 911;
- Immediately stop all work in the vicinity of the contaminated soil, and notify the Company's Inspector, Project Manager, and Safety Representative.
- Follow the instructions from the Kentucky Department for Environmental Protection for disposal of excavated soils which are contaminated.
- Water lines installed or replaced in areas of organic contamination or in areas within 200 feet of underground or petroleum storage tanks or petroleum pipelines require ductile iron or other non-permeable materials and shall be used in all portions of the water line installation or replacement as approved by the Company's Project Manager. These particular water lines shall also be installed with nitrile gaskets or other petroleum resistant gasket as approved by the Company's Project Manager.

 Resume work only after receiving approval by the Company's Project Manager.

# **5.5.7** Preservation of Landscape

See also "RESTORATION" (Section 11).

Trees and shrubs shown on the project drawings identified for protection are to be protected from any damage both above and below ground, and the property owner is to receive full remuneration for any damage. Trees at other locations shall not be damaged or removed without explicit instructions from the Company's Project Manager and owner or responsible agency. Any limbs damaged during construction shall be trimmed and pruned to the approval of the Company's Inspector.

The project drawings may call for certain shrubs and trees in private roadways or easements to be transplanted until operations are completed and replaced in their original location or replaced with new stock.

#### **5.5.8** Preservation of Historical Construction Materials

When historical construction materials (such as cobblestones, large brick, granite blocks, limestone, or other large stone building blocks used in the course of pavement, curbs, and sidewalks) are encountered in public streets or alleys, they shall be replaced with like material. The Contractor may request a waiver when this is not possible from the Company's Project Manager for approval. Brick masonry pavers that cannot be incorporated back into the work shall be palletized and delivered to Louisville Metro Public Works for preservation and maintenance of existing brick streets and alleys – See Section 7.02 M of the latest edition of Louisville Metro Public Works & Assets' Right-Of-Way Guide & Utility Policy.

### 5.5.9 Preservation of Boundary Monuments

Contractors shall be responsible for the location and protection of any boundary monuments locating property lines, property corners or right-of-way lines within project limits. If any monuments are removed or disturbed during construction, the Contractor will be responsible for replacement of the monuments by a Professional Land Surveyor of the State of Kentucky.

#### 5.5.10 Archaeological

Contractors shall immediately stop work, if during the execution of work; they encounter any archaeological artifacts, skeletal remains, abandoned cemeteries or burial grounds within the work area and immediately notify the Company's Project Manager or Inspector.

#### 6. INSTALLATION

# **6.1** Handling Pipe and Appurtenances

#### 6.1.1 General

Proper equipment, tools, and facilities satisfactory to the Company's Project Manager shall be provided and used by the Contractor for the safe and convenient progression of the work. Slings used in handling the pipe shall be made of non-abrasive materials such as nylon. Chains or any sharp abrasive material shall not be used to lift or move pipe. Pipe fittings, valves, and other accessories shall at all times be handled with care to avoid damage.

The method of handling, hauling, and placing pipe in the trench shall be such that it will not damage the ductile iron pipe and its coating or polyethylene wrap or the PVC (polyvinyl chloride) pipe, and shall be done in accordance with the latest edition of AWWA's M23 & M41 manuals. The Contractor shall pay to replace all pipe and/or appurtenances that are damaged.

In loading and unloading, pipe shall be lifted in such manner as to avoid shock. Under no circumstances shall the pipe be dropped. Forklifts' forks or other tools and equipment shall not be inserted into the barrels of pipe, valves or other fittings to lift or move them.

# **6.1.2 PVC Pipe (Polyvinyl Chloride)**

When handling PVC (polyvinyl chloride) pipe, the Contractor shall avoid abrasion damage and gouging or cutting by metal surfaces or rocks, and any stressing of bell joints and damage of bevel ends.

Avoid severe impact, particularly in subfreezing temperatures. In subfreezing temperatures, caution is advised in handling to prevent impact damage.

# 6.2 Installing Pipe and Appurtenances

# 6.2.1 General

All pipe installation shall be done under the supervision of an experienced superintendent who will be present on the job site during all construction activities.

Full pipe lengths shall be carefully lowered into the trench, individually, installed and backfilled, in such a manner as to prevent damage.

Unless shown otherwise on the project drawings, PVC (polyvinyl chloride) and Ductile Iron pipe joints will be rubber ring gasketed bell end type.

The Contractor shall furnish all equipment and materials necessary to make all joints completely assembled, except as described in "Furnished to the Contractor" (Section 4.2).

All pipe shall require a six inch (6") undercut and a six inch (6") compacted depth layer of backfill to ensure proper bedding for the pipe. These requirements are described in the sections "Trenching" and "BACKFILLING PROCEDURES AND TAMPING" (Sections 5.5 and 7, respectively).

The interior of all pipe, fittings, and other accessories shall be kept free from dirt and foreign material at all times. All pipe shall be clean and kept clean.

The exposed ends of pipe in the trench shall be closed by a water tight plug at all times when pipe installation is not actually in progress. See Section 6.14 "Plugging Ends of Pipe."

# **6.2.2 PVC Pipe (Polyvinyl Chloride)**

All PVC (Polyvinyl Chloride) pipe installation shall be in accordance with AWWA's Manual No. M23 "PVC Pipe - Design and Installation", unless otherwise specified herein.

Wherever either horizontal or vertical curves or angles are shown on the project drawings, or found to be needed, appropriate ductile iron bends shall be used with PVC (Polyvinyl Chloride) pipe.

Under no circumstances will the bending of PVC pipe be allowed.

Backfilling procedures and mechanical tamping of backfill material shall be strictly adhered to as specified in the "BACKFILLING PROCEDURES AND TAMPING" (Section 7) of these specifications.

When installing PVC pipe, joint deflections shall not exceed that of the manufacturer's recommendations.

### **6.2.3 Ductile Iron Pipe**

All ductile iron pipe installation shall be in accordance with the latest editions of AWWA's Standard Specification C600, "AWWA Standard for Installation of Ductile Iron Water Main and Their Appurtenances", and

AWWA's M41 manual, unless otherwise specified herein.

Wherever either horizontal or vertical curves or angles are shown on the project drawings, or found to be needed, appropriate ductile iron bends shall be used with ductile iron pipe.

When installing ductile iron pipe, joint deflections shall not exceed that of the manufacturer's recommendations.

Backfilling procedures and mechanical tamping of backfill material shall be strictly adhered to as specified in the "BACKFILLING PROCEDURES AND TAMPING" (Section 7) of these specifications.

Maximum Deflection for Full Length Ductile Iron Pipe @ 3 degrees (Push on Joint Pipe)		
Pipe Size	4" - 20"	
Pipe Length	18 feet	20 feet
Maximum Offset (inches)	15 in.	12 in.
Approx. Radius of Curve Produced by Succession of Joints (feet)	255 ft.	285 ft.

# 6.3 Boring and Tunneling

When boring is required, the Contractor shall use a boring tool of the proper size to form a tunnel for the purpose of installing the pipe from one excavation to the other without disturbing the surface. Where such methods are used, a plug or suitable closure shall be inserted in the end of the pipe to exclude any earth from the inside of said pipe.

Where it is necessary to cut the paved surfaces to accomplish the above boring beyond the limits of the excavation necessary to make the tap, the cost of making such pavement repairs shall be borne by the Contractor.

When installing main within the dripline of any tree with a diameter of 6 inches or larger, the root system shall be free bored. All tree root systems that require boring shall be free bored a minimum of 20 feet; 10 feet either side of the tree trunk. The bore shall be located a minimum of 4 feet below the ground surface and a minimum of 5 feet from the center of the tree. If the Contractor requests to bore utilizing Horizontal Directional Drilling methods, the Contractor must make the request in writing to the Company's Project Manager in advance. Regardless of the method selected, the cost of the tree bore shall be considered incidental to the installation of the pipeline,

and no extra compensation will be provided. The Contractor shall be responsible for the survival of the trees disturbed by the bore installation for a period of two (2) years after final contract payment for the project.

Whenever water main is to be installed through casing pipe, the water main shall be ductile iron pipe with restrained joints. Casing runners (spacers) shall be used to prevent damage during installation and to provide long term support. Pipe shall not rest on bells. Casing runners (spacers) shall provide sufficient height between bell joint and casing wall and should be fastened securely to the pipe.

Unless otherwise stated in the <u>BIDDER'S PROPOSAL</u> form and/or the <u>SUPPLEMENTARY SPECIFICATIONS</u>, there shall be three (3) casing runners (spacers) for each full pipe length, to be placed at the center and 3-foot from each end of each section of pipe. Ends of casing pipes must be grouted or End Seals installed to prevent debris and seepage from entering the casing pipe. The casing pipe shall extend a minimum of five (5) feet beyond the edge of pavement, unless otherwise noted on the project drawings.

Pipe may be installed in the casing using winch-drawn cable or jacking. Exercise care to avoid damage to the pipe, bell joints, interior and exterior coatings and polywrap.

For ease of installation, use a lubricant such as flax soap or drilling mud between casing runners and casing. Do not use petroleum products such as oil or grease.

Any rock encountered in the construction of bore pits and/or receiving pits shall be unclassified.

If voids shall develop or if the excavation is greater than the outside diameter of the casing pipe or tunnel liner by more than approximately one inch (1"), they shall be filled by pressure grouting. In the case where sections of casing pipe are field welded in order to meet the plan requirements, the Contractor shall weld the casing pipe fully around the entire circumference of the casing pipe and make the casing pipe available for weld inspection prior to installation of the water main.

All interior weld beads or slag shall not extend more than 3/32 inch from the interior pipe face.

See Standard Drawing: 1500 in Appendix of Drawings.

# 6.4 Mechanical and Push-on Joint Assembly

#### 6.4.1 General

All rubber-gasket joints for Ductile Iron pipe shall be made in accordance with the current edition of AWWA's Standard Specifications C111 "Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings", as recommended by the manufacturer, and as described in the following Sections: 6.4.2; 6.4.3; and 6.4.4.

All rubber-gasket joints for PVC (polyvinyl chloride) pipe shall be made in accordance with the current edition of AWWA's Standard Specification C900 "Polyvinyl Chloride (PVC) Pressure Pipe, 4-inch Through 12-inch, for Water Distribution", as recommended by the manufacturer, and as described in the following Sections: 6.4.2; 6.4.3; and 6.4.4.

#### 6.4.2 Mechanical Joint

The inside of the bell and the outside spigot end shall be thoroughly cleaned to remove oil, dirt, grit, excess coating, and other foreign matter from the joint, and then painted with a manufacturer's approved lubricant.

The ductile iron gland shall then be slipped on the spigot end of the pipe with the lip extension of the gland toward the joint. The rubber gasket shall be painted with the lubricant and placed on the spigot end with the thick edge toward the gland. The entire section of pipe shall be pushed forward to seat the spigot end in the bell.

The gasket shall then be pressed into place within the bell with care being taken so that the gasket shall be evenly located around the entire joint.

The ductile iron gland shall then be moved along the pipe into position for bolting, all of the bolts inserted, and the nuts screwed up tightly, with the fingers. Nuts spaced 180 degrees apart shall be tightened alternately, in order to produce an equal pressure on all parts of the gland.

The torque applied for various sizes of bolts shall be as follows, unless otherwise specified by the manufacturer:

#### **Mechanical Joint Bolt Torque Table:**

5/8"	45-60 ftlbs
3/4"	75-90 ftlbs
1"	100-120 ftlbs
1-1/4"	120-150 ftlbs

Any mechanical joint restraints or gripper rings shall be retightened to Bolt Torque Table specifications no sooner than thirty (30) minutes after initial tightening, or as directed by the manufacturer.

All bolts installed above ground shall be rechecked for proper torque after placement in the excavation.

#### 6.4.3 Push-on Joint

The inside of the bell and the outside of the spigot end shall be thoroughly cleaned to remove oil, grit, excess coating, and other foreign matter. If placement of the gasket occurs in the field, the circular rubber gasket shall be flexed inward and inserted in the gasket recess of the bell socket. A thin film of gasket lubricant shall be applied to the spigot end of the pipe.

Lubricant shall be applied evenly over the entire surface requiring lubrication, but avoid using an excessive amount. Use only lubricant approved by the pipe manufacturer. Failure to do so may promote bacterial growth or damage to the gaskets or the pipe.

Correct alignment of the pipe is essential for ease of assembly. The spigot end of the pipe shall be entered into the socket with care to keep the joint from contacting the ground.

The PVC (polyvinyl chloride) pipe shall be inserted into the bell or coupling by application of firm and steady pressure by hand or by block assembly until the spigot end slips through the gasket. The spigot end of the pipe is marked by the manufacturer to indicate the correct depth of insertion. Overinsertion (over-belling) of the pipe shall not be permitted and can cause rolled gaskets, split bells, failure of hydrostatic pressure test, and damage to previously assembled joints.

Ductile iron pipe joints shall be completed by forcing the spigot end to the bottom of the socket using a pry bar, backhoe, jack-type tool, or other device recommended by the manufacturer or approved by the Louisville Water Project Manager. When using a backhoe to home a section of pipe, a timber header should be used to protect the pipe from damage.

### 6.4.4 Field Cut Pipe

Field-cut ductile iron or PVC (polyvinyl chloride) pipe requires a cut perpendicular to the pipe. It is recommended that the pipe be marked around its entire circumference prior to cutting to ensure a perpendicular cut.

The end shall be beveled by using a beveling tool, rasp or grinder as appropriate to assemble the push-on joint. Round-off any sharp edges on

the leading edge of the bevel. Reinstall depth mark using original mark by manufacturer as a guide.

Mechanical Joint Assembly: When field-cut PVC (polyvinyl chloride) pipe is to be inserted into a mechanical joint end, the beveled end shall not be inserted into the MJ end. The above-stated requirements for a square cut, rounding off sharp edges, and establishing a correct-depth marker shall be performed.

# 6.5 Tie-ins to Existing Mains

The Contractor shall install the necessary pipe and fittings for the connections to the existing mains, as shown on the project drawings, and shall make the connections complete, ready-for-use.

It is imperative that the sequence of work involving an interruption of service be such that all operations be completed and the new pipeline ready to be connected prior to shutting off existing mains that are serving customer connections. Except for filling of the main, tie-ins shall not be accomplished until the main has passed pressure testing and disinfection.

All pipe, fittings and materials installed for tie-ins or taps not exposed to pipeline chlorination / dechlorination shall be disinfected with an adequate chlorine solution.

When tapping a main, the Contractor shall make the tap only after a hydrostatic pressure test of 125 psi is applied for fifteen (15) minutes with no leakage to the tapping sleeve and gate valve assembly. Before cutting an existing main under pressure, the Contractor shall ensure the adjacent existing valve and fittings are sufficiently secure. The Contractor shall be responsible to provide the tapping coupon to the Company's Inspector.

When connections to existing pressurized PVC water mains are to be made with a tapping sleeve and gate valve, the tapping sleeve and gate shall be installed a minimum distance of twenty—four inches (24") from any fitting end or pipe end.

The Contractor shall be responsible for a minimum advance notification of forty—eight (48) hours to the Company's Inspector to make connections to existing mains.

The Contractor shall be responsible to make up to three (3) connection attempts in situations due to circumstances outside of their control such as inoperable valves or unavailable Company assistance.

Subsequently, water mains abandoned in-place shall be capped at all open

ends as shown on the project drawings or as directed by the Company's Project Manager.

In cases where the water main must be put into service as soon as possible, very early strength concrete and mechanical joint restrained glands (gripper glands) can be specified by the Company's Project Manager for thrust restraint.

# 6.6 Transition of Pipe Materials (Ductile Iron Pipe and PVC Pipe)

All pipe material transitions (locations where ductile iron pipe is connected to PVC pipe, or vice versa) shall be made at a ductile iron fitting (tee, valve, coupler, sleeve, bend, reducer, etc.).

The joining of pipe ends by inserting the spigot to bell of different pipe materials will not be allowed.

# 6.7 Removal of Asbestos-Cement (AC or Transite) Pipe

Any required cutting or tapping of asbestos-cement pipe shall be performed by qualified Company personnel, or the Contractor as approved by the Company's Project Manager, and shall follow current Company Work Instructions for handling and cutting AC pipe. Any cutting or tapping shall be in compliance with all OSHA requirements. This work shall be coordinated by the Contractor through the Company's Inspector.

#### 6.8 Setting Valves and Fittings

Valves, air valves, blow offs, and drains shall be assembled, and joints made up, both flanged and mechanical joint, as indicated on the project drawings. All valves and all reducers must be anchored by coated and deformed reinforcing bars, as detailed per the Company's Standard Drawing 1400, wrapped around each end of the valve or reducer, and cast in a cast-in-place concrete anchor block under each valve or reducer.

The weight of each valve shall be supported by solid pre-cast concrete bricks. Bricks should not be removed prior to concrete placement and shall not inhibit installation of polywrap. Cast-in-place concrete shall then be poured up to the bottom of the valve. In no instance shall the weight of the valve be supported by the adjacent pipe.

If PVC pipe is used with iron fittings, the weight of each fitting shall be supported by a two feet (2') x two feet (2') width x one foot (1') depth castin-place concrete support block; rod anchorage is required at vertical bends which require the placement of the thrust block under the fitting.

The concrete support block shall bear against undisturbed earth, as shall the

other above-mentioned types of concrete blocking. In cases where the water main must be put into service as soon as possible, very early strength concrete and mechanical joint restrained glands (gripper glands) can be specified by the Company's Project Manager for thrust restraint.

See Standard Drawing: 1400 in Appendix of Drawings.

# 6.9 Polyethylene Wrap for Ductile Iron Pipe and Fittings

Polyethylene wrap shall be installed in accordance with the current edition of AWWA Standard Specification C105 (ANSI A21.5) for American National Standard for Polyethylene Encasement, unless otherwise specified herein.

The Contractor shall cut the polyethylene roll in tubes 2 feet (2') longer than the standard length of pipe. Each tube shall be slipped over the length of ductile iron pipe, with centering to allow a one-foot overlap on each adjacent pipe section. After the lap is made, slack in the tubing shall be taken up for a snug fit, and the overlay shall be secured with polyethylene tape. Each length of ductile iron pipe shall receive two separate polyethylene wraps as described above.

Ductile iron pipe shall not be wrapped for more than 5 days in advance of placement into the trench. Pipe to be wrapped shall include ductile iron and ductile iron restrained-joint pipe and iron fittings. For any pipe that is wrapped prior to installation, Contractor shall use a method to lift and carry the pipe, such as canvas/nylon strapping, that will prevent damage to the wrapping.

Odd shaped appurtenances such as valves, tees, fittings, and other ferrous metal pipeline appurtenances shall be wrapped by using a flat sheet of polyethylene. Wrapping shall be done by placing the sheet under the appurtenances and bringing it up around the item to be wrapped. Seams will be made by bringing the edges together, folding twice, and taping down. Each appurtenance shall receive two separate polyethylene wraps as described above.

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

PVC (polyvinyl chloride) pipe requires no polyethylene wrap.

AWWA Standards for installing polyethylene wrap and the manufacturers' recommended methods for installing polyethylene wrap can be made available for review by the Company's Project Manager at the request of the Contractor.

See Standard Drawing: 1200 A-C in Appendix of Drawings.

## 6.10 Installation of Tracing Wire for PVC Pipe

The Contractor shall install tracer wire along with the PVC pipe and it shall be installed directly over the water main. For open trench installation, tracer wire shall be 12 AWG copper clad steel with a minimum of 30 mil blue HDPE or HMWPE insulation. For directional drill, boring, or other trenchless method installation, tracer wire shall be 12 AWG high strength copper clad steel with a minimum of 45 mil blue HDPE or HMWPE insulation. All tracer wire shall be rated for direct burial at 30 volts. The wire shall also be connected to each end of the water main. The tracing wire shall be stripped once around each copper or ductile iron service line. The wire shall be stripped of insulation and connected or wrapped with each valve, and service line.

At each and every valve: the wire shall be directly connected to one of the valve joint bolts and shall extend upward along the outside of the key tube but inside the round top frame. The wire shall be looped upward along the outside of the key tube to maintain the wire continuity. This wire shall be taped securely to the top of the pipe at the midpoint and bell of each section of pipe.

### 6.11 Identification Ribbon

The Contractor shall install Identification Ribbon (I.D. Tape) on all PVC, Ductile Iron, and any other direct bury pipe four-inch (4") through twenty-inch (20") in diameter. Under paved or unpaved surfaces, this ribbon shall be installed at approximately eighteen inches (18") below the surface or finished grade and directly over the water main.

## 6.12 Frames and Covers (Lids)

The Contractor shall set all frames and covers (lids) for air valves, blow-offs, and meter vaults. These frames and covers (lids) shall be set to grade and maintained in the proper position for the duration of the period covered by this contract.

Frames and covers (lids) shall be removed on all discontinued vaults, and surfaces shall be restored in accordance with the appropriate requirements of the sections "BACKFILLING PROCEDURES AND TAMPING" and "RESTORATION" (Sections 7 and 11, respectively). All removed frames and lids shall be returned to the Allmond Avenue warehouse.

#### 6.13 Valve Boxes

Standard valve boxes consisting of key tubes, valve extension rods, and round tops and lids shall be installed on all valves by the Contractor. The box shall be centered on the operating nuts, shall be vertical, shall be set to grade, shall be placed and maintained in the proper position, and shall be free of dirt or other matter for the duration of the period covered by this contract.

Styrofoam collars or polywrap tape may be placed around each valve round top before placement of concrete and in such a manner to allow the valve box to be raised to grade without demolishing the concrete subbase.

Valve extension rods shall be placed on gate valve operating nuts to extend to within two feet (2') and three feet (3') of ground elevation. Valve extension rods may be welded together to reach the appropriate length. Valve extension rods are available at Louisville Water's warehouse if the project is a Company Supplied project.

Round tops and lids on all valves that are to be abandoned shall be removed and returned to the Allmond Avenue warehouse. The key tube shall be filled with concrete in paved areas; with compacted stone in other areas and surfaces restored in accordance with the appropriate requirements of the sections "BACKFILLING PROCEDURES AND TAMPING" and "RESTORATION" (Sections 7 and 11, respectively).

## 6.14 Plugging Ends of Pipe

When work has stopped at the end of a day, a cap or plug shall be installed in place in the open end of the pipe to maintain a water tight seal. If trench water or debris enters the pipeline or trench, it shall be removed from the pipe and trench before work proceeds. Permanent plugs or caps shall be installed where shown on the project drawings and shall be securely braced as shown on the thrust anchor details included on the detail sheet of the project drawings. Permanent plugs shall not be installed on PVC mains; only mechanical joint caps will be allowed. Plastic tape over pipe ends will only be permitted on non-standard / oversized pipe with approval of the Company's Inspector.

## 6.15 Thrust Anchors, Counterweights, and Restrained-Joint Hardware

The Contractor shall install concrete thrust anchors or counterweights (3,500 psi concrete) at all bends, reducers, deflection couplings, tees, offsets, gate valves and plugs/caps against undisturbed soil to withstand maximum test pressure. The Contractor shall provide all labor and material to construct the thrust anchors, piers, and counterweights, for all fittings, both horizontal and vertical. These concrete thrust anchors shall have

minimum dimensions as indicated on the thrust anchor schedule shown on the detail sheet in the project drawings.

If field conditions prevent standard concrete thrust anchors placement as shown in project drawings, the Company's Project Manager must approve any modification. Concrete thrust anchors in solid rock trenches may be modified with approval of the Company's Project Manager.

The Company's Inspector may require forming (plywood or steel) in order to properly locate and position concrete thrust anchors. Restrained-joint hardware is not intended to be used in lieu of concrete thrust anchors and counterweights. Such hardware is to be used only when it is necessary to return a water main to service immediately, as when making tie-ins or at the specific instructions of the Company. The Company Inspector may require restrained joint hardware in areas where the water main may be disturbed after installation by other utility crossings or nearby excavation.

Whenever restrained-joint hardware is used to restrain fittings, the Contractor must also pour a concrete thrust block. In no instances, shall restrained-joint hardware alone be accepted as a permanent thrust restraint. Mechanical joint restraining glands (gripper glands) are not to be used on plain end fittings.

Any mechanical joint restraints or gripper glands shall be retightened to Bolt Torque Table specifications no sooner than thirty (30) minutes after initial tightening, or as directed by the manufacturer.

All bolts installed above ground shall be rechecked for proper torque after placement in the excavation.

See Standard Drawing: 1400 in Appendix of Drawings.

#### 7. BACKFILLING PROCEDURES AND TAMPING

### 7.1 General

In general, trench dimensioning and backfill materials shall be as follows: six inches (6") of vertical clearance with the bottom of the trench, and the subsequent layered placement of pit run sand, DGA or manufactured sand bedding along the bottom of the pipe; nine inches (9") of horizontal clearance with each side of the trench, and the subsequent layered placement of pit run sand, DGA, or manufactured sand backfill along each side of the pipe; the layered placement of pit run sand, DGA, or manufactured sand to the elevation of twelve inches (12") above the crown of the pipe; and, if in a lawn area, the remainder of the backfill to be common (but acceptable) fill, or, if in a paved and/or a to-be-paved area,

the remainder of the backfill to be the layered placement of pit run sand, DGA, manufactured sand, #57 stone or flowable fill up to the bottom elevation of the respective pavement restoration scheme. All bedding and backfill material shall be uniform and continuous for the entire trench excavation limits.

The total depth of cover (i.e., the vertical distance from crown-of-pipe to ground/pavement surface) shall be at least forty-two inches (42"). The cost of applicable backfill material, backfilling, and required tamping shall be covered in the base bid as shown on the **BIDDER'S PROPOSAL** form.

All backfill (except flowable fill) shall be properly compacted by pneumatic, vibratory, or other approved compaction equipment. A backhoe bucket is not an approved compaction device. The compaction effort and lift thicknesses shall be performed in a uniform and consistent manner in accordance with these specifications. The Company reserves the right to conduct compaction testing and observation, and such testing or observation will not relieve the Contractor of any future warranty responsibilities. When instructed by the Company's Project Manager, the Contractor shall excavate backfilled material to a particular grade for testing. Backfilled areas which do not pass this test shall be excavated and re-compacted until they meet compaction specifications. Areas excavated for testing shall be recompacted in accordance with this compaction specification. The cost of this work shall be included in the base bid.

Appropriate and sufficient backfill material shall be furnished by the Contractor to replace material deemed unsatisfactory by the Company's Project Manager or Inspector.

Unsatisfactory material includes unsuitable soil as described in "FINAL BACKFILLING" (Section 7.6) and frozen or exceptionally wet backfill material and may include backfill material excavated for testing purposes or backfill material excavated for failure to meet compaction requirements. See Standard Drawing: 4300 in Appendix of Drawings.

# 7.2 Acceptable Backfill Materials

## 7.2.1 Pit Run Sand (Natural Sand)

Pit Run Sand is sand resulting from the natural degradation of rock and shall meet the material and gradation requirements of Section 804 Fine Aggregates of the current edition of the Kentucky Department of Highways "Standard Specifications for Road and Bridge Construction".

## 7.2.2 Dense Graded Aggregate (Kentucky DGA or Indiana #73)

Dense Graded Aggregate shall meet the material and gradation requirements of Section 805 Coarse Aggregates of the current edition of the Kentucky Department of Highways "Standard Specifications for Road and Bridge Construction".

# 7.2.3 Flowable Fill (Controlled Low Strength Cementitious Material)

Flowable fill, a quick-setting, cementitious, self-compacting, shrinkless fill material, may only be used with the prior written approval of the Company's Project Manager.

The mix design must be approved prior to placement by the Company's Project Manager. The 28-day compressive strength of said fill shall not exceed 150 psi, and the minimum strength shall be 25 psi. The mix shall include sand, cement, fly ash with water not included as part of the volume mix. Fly ash shall have a pH value of no less than 7.0 and no greater than 12.5. The pipe shall be enveloped with pit run sand, manufactured sand or dense graded aggregate and backfilled in accordance with "Initial Backfilling" (Section 7.5).

## 7.2.4 Manufactured Sand (Kentucky 3/8" Manufactured Sand)

Manufactured Sand shall be the material resulting from the crushing and classification by screening, or otherwise, of rock and gravel. Manufactured Sand shall be washed and contain no fine particles and or dust.

The Contractor shall be responsible for all dust control associated with the use of Manufactured Sand. Manufactured Sand shall meet the material and gradation requirements of Section 804.08 Pipe Bedding of the current edition of the Kentucky Department of Highways "Standard Specifications for Road and Bridge Construction".

## 7.2.5 Kentucky #57 Stone (or Indiana #8 Stone)

Kentucky #57 Stone shall only be used for creating a firm base in undercut excavations when wet or excessively soft soil conditions are encountered. Any other use shall be approved by the Chief Engineer. Kentucky #57 stone shall not be used as bedding, initial backfilling, or for trench backfill in paved areas. Kentucky #57 Stone shall meet the material and gradation requirements of Section 805 Course Aggregates of the current edition of the Kentucky Department of Highways "Standard Specifications for Road and Bridge Construction".

## 7.2.6 Kentucky #3 Stone (or Indiana #2 Stone)

Kentucky #3 Stone shall only be used for Fire Hydrant Drainage Pits. (See Section 9.2 Drainage Pit). Kentucky #3 Stone shall meet the material and gradation requirements of Section 805 Coarse Aggregates of the current edition of the Kentucky Department of Highways "Standard Specifications for Road and Bridge Construction".

## 7.2.7 By-Product of Trench Rock Excavator

The by-product of trench rock excavator equipment may be acceptable for pipe bedding and/or backfill material if prior written approval is granted by the Company's Project Manager.

The Company's Project Manager must review the material and be assured of the Contractor's ability to compact material. The Contractor must wash the material thoroughly (i.e., no dust particles); and to sieve the material thoroughly so that no individual rock pieces exceed sieve size of one inch (1") (25.0mm).

# 7.3 Un-Acceptable Backfill Materials

Un-washed Manufactured Sand, Black Sand (coal or coke by-products), slag, or foundry by-products will not be allowed as pipe bedding and / or backfill material.

## 7.4 Bedding

For the entire length of the trench, the excavation shall provide a six inch (6") space below the pipe, which shall be placed and firmly compacted with approved backfill materials, pit run sand, manufactured sand, Dense Graded Aggregate, or #57 stone, as specified by the Kentucky Transportation Cabinet Department of Highways Standard Specification for Road and Bridge Construction, (latest edition) "Fine Aggregates" or "Coarse Aggregates," to form bedding for the pipe.

The bedding shall be excavated at bells, valves, and fittings so the barrel of the pipe will have bearing on the bedding for its full length. See Standard Drawing: 4300 in Appendix of Drawings.

### 7.5 Initial Backfilling

Initial backfill should occur as soon as possible after the installation of pipe, so as to prevent the pipe from shifting. After the pipe has been placed on the bedding, pit run sand, manufactured sand, #57 stone, or Dense Graded Aggregate, shall be deposited in the trench by mechanical equipment and

distributed in six inch (6") layers on both sides of the pipe for the full width of the trench, the trench width having nine inches (9") of horizontal clearance along each side of the pipe. The initial backfill shall be tamped in six-inch (6") layers and thoroughly compacted under the centerline and on each side of the pipe. Backfill shall be placed and tamped to a height of at least twelve inches (12") above the top of the pipe.

See Standard Drawing: 4300 in Appendix of Drawings.

## 7.6 Final Backfilling

When not under paved surfaces or surfaces where paving is not intended, the remainder of the trench shall be backfilled with soil that is not excessively wet, and is free from brush or vegetative matter, rocks larger than fist-size, pieces of concrete larger than fist-size, cinders, or any other matter which could prevent proper consolidation. Place in 12-inch lifts and compact with hand-held mechanical plate compactor, rammer or a sheepsfoot roller. Use a minimum of two passes.

When under paved surfaces or surfaces where paving is intended, the remainder of the trench shall be backfilled for the full depth with pit run sand, manufactured sand, Dense Graded Aggregate, or #57 stone as specified by the Kentucky Department of Highways Standard Specification for Road and Bridge Construction, (latest edition) "Fine Aggregates" or "Coarse Aggregates." Flowable Fill may be used if approved by the Company's Project Manager. At pavement crossings, this pavement backfill shall extend five feet (5') beyond each end of the paving or proposed paving.

The final backfill in paved areas shall be placed and compacted in accordance with the following table.

Trench Backfill and Compaction Requirements Beneath Pavements							
	Max. Loose Lift Thickness (inches)				Min.#		
	MFD*	Pit Run	DCA	No. 57	of	Example Models	
	Sand	Sand	DGA	Stone	Passes		
Lightweight Vib. Plate	8	8	6	8	3	Wacker-Neuson WP	
Compactors (100-220lbs)	0	0	O	0	3	1540; MBW GP18	
Mediumweight Vib. Plate	12	12	9	12	3	MultiQuip MVH206GH;	
Compactors (220-660lbs)	12	12	ס	12	3	MBW GPR77H	
Heavyweight Vib. Plate	18	18	12	18	3	Wacker-Neuson BPU	
Compactors (>660lbs)	10	10	12	10	3	4045A; MBW GPR135H	
Smooth Drum Vibratory	12	12	9	12	3	Wacker-Neuson RTLx	
Rollers	12	12	9	12	3	with Smooth Drum Att.	
Equipment Mounted	24	24	24	24	3	Allied 1000B; Caterpillar	
Compactors	24	24	24	24	5	CVP 110	

<sup>\*</sup>MFD=Manufactured

The total depth of cover (i.e., the vertical distance from crown-of-pipe to ground/pavement surface) shall be at least forty-two inches (42") and no more than forty-eight inches (48") unless approved prior to installation by the Company's Project Manager.

See Standard Drawing: 4300 in Appendix of Drawings.

### 8. PLACING WATER MAIN IN SERVICE

#### 8.1 General

After a section of main has been properly installed and valved, the main shall be filled, disinfected, pig cleaned, flushed, and pressure and leakage tested before being placed in service. The Company's Project Manager or Inspector may require for the pressure test to be performed prior to the disinfection process.

The Contractor shall provide adequate personnel to assist the Company's Inspector on-site for placing the water main in service.

The pig shall be inserted into the pipeline at the time of installation. Pipe soap shall not be applied directly to pigs. Pipeline pigs shall be supplied by the contractor unless otherwise specified in the Supplementary Specifications.

Disinfection, cleaning, and flushing of the water main must result with subsequent water samples passing all of the Company's water quality tests.

# 8.2 Filling and Disinfection of the Water Main

## 8.2.1 Filling of the Water Main

The main shall be chlorinated prior to beginning the pigging operation and shall be filled from downstream of the pig. Contractors must use a flushing meter assembly with check valve for filling mains to account for water usage and provide backflow prevention.

The main shall be filled with hyperchlorinated water for at least 24-hours prior to the beginning of flushing operations.

The primary method of disinfection shall be the tablet method using a tablet chlorinator supplied by the Company's Inspector. Use of granular calcium hypochlorite (HTH or equal) must be approved by the Company's Project Manager or Inspector only if the tablet method is not feasible. If the granular method is approved, the granular calcium hypochlorite (HTH or equal) must be applied into each section of pipe during installation and prior to filling the water main. See Section 8.2.2.

While the pipe is filling, air shall be expelled through fire hydrants, air valves, or flushing connections as directed by the Company's Inspector.

The Contractor may be instructed to install additional taps as needed to facilitate the filling or expelling of air and they shall be provided at no additional cost to the Company. Abandoned taps shall be protected by covering with concrete.

All flushing connections, fill connections, discharge connections, and check valves shall be installed by the Contractor at locations indicated on the project drawings or as directed by the Company's Project Manager or Inspector if a fire hydrant or service connection cannot be utilized.

If not specified to be furnished by the Company, particular components of flushing/discharge hardware shall be furnished by the Contractor.

#### 8.2.2 Disinfection of the Water Main

New or relocated water mains shall be disinfected in accordance with the requirements of the Kentucky Division of Water, Natural Resources and Environmental Cabinet and AWWA Standard C651 upon completion of construction and before being placed in service.

The primary method of disinfection shall be accomplished by using a tablet chlorinator while filling. The granular method is not the preferred method and must be approved by the Company's Project Manager or Inspector. For large volumes of water, the Company's chlorination trailer may be utilized using liquid chlorine (Sodium Hypochlorite 12.5%) supplied by the Contractor.

The tablet method utilizes a tablet chlorinator supplied by the Company's Inspector. Calcium Hypochlorite disinfecting tablets (Norweco Bio-Sanitizer or equal) shall be inserted into the tablet chlorinator. The tablet chlorinator must be fed by a 2" hose with a check valve placed upstream of the chlorinator, and shall then be connected to the water main by a 2" hose. All hoses used for the feed or supply line shall be supplied by the Company. If discharge hoses are needed, they shall be supplied by the Contractor. The Contractor shall lay out the hoses for the chlorination operation at the direction of the Company's Inspector.

The granular method is not preferred, but may be used for special circumstances as approved by the Company's Project Manager or Inspector. Use of this method requires the application of chlorine or chlorine compounds (calcium hypochlorite granules - HTH or equal) to each pipe length at the time of installation. The Contractor shall supply granular calcium hypochlorite or sodium hypochlorite as needed. Granular calcium

hypochlorite shall conform to ANSI / AWWA B300 and contain a minimum of 65% available chlorine by weight and be stored in a cool, dry, and dark environment to minimize its deterioration in accordance with the manufacturer's recommendation. Granular calcium hypochlorite must meet NSF /ANSI Standard 60 requirements.

For large volumes of water, the Company's chlorination trailer may be utilized using liquid chlorine (sodium hypochlorite 12.5%) supplied by the Contractor. Sodium hypochlorite liquid shall conform to ANSI / AWWA B300 and contain a minimum of 12.5% available chlorine by volume and the storage conditions and time must be controlled to minimize deterioration. Sodium hypochlorite liquid (12.5%) will freeze at -10 degrees Fahrenheit (F). Sodium hypochlorite liquid must meet NSF /ANSI Standard 60 requirements.

Any other disinfection methods not listed in this specification must be in accordance with the Kentucky Division of Water, Natural Resources and Environmental Cabinet and AWWA Standard C651 and shall be approved by the Company's Project Manager.

The chlorination method selected shall provide a concentration of at least fifty (50) ppm and a residual of at least twenty-five (25) ppm at the end of 24 hours, to be followed by thorough flushing in compliance with 401 KAR 8:150 "Disinfection, Filtration, and Recycling ", Sections 4(1) and 4(2).

The following amounts of calcium hypochlorite tablets or granules or sodium hypochlorite liquid (@ 12.5 %, per 100 linear feet of pipeline, should produce fifty (50) ppm of chlorine:

Amount of Tablet or Granular Chlorine or Sodium Hypochlorite per 100 Linear Feet of Pipeline:						
Pipe Size	Number of calcium hypochlorite Tablets	Volume of calcium hypochlorite Granules	Volume of Sodium Hypochlorite @12.5% solution			
4"	1/2 tablet	1/8 cup	0.031 gallons			
6"	1/2 tablet	1/4 cup	0.072 gallons			
8"	1/2 tablet	3/8 cup	0.126 gallons			
12"	1-1/2 tablets	7/8 cup	0.286 gallons			
16"	2-1/2 tablets	1-1/2 cups	0.501 gallons			
20"	3-1/2 tablets	2-1/2 cups	0.787 gallons			

After the disinfection procedure has begun, the Contractor shall tag-out and not operate any valves, including those newly installed, without consent and presence of the Company's Project Manager or Inspector.

The Contractor shall perform the chlorination under the complete control of the Company's Project Manager or Inspector.

# 8.3 Pigging and Flushing the Water Main

## 8.3.1 Pigging the Water Main

At the beginning of the pigging operation and under the direction of the Company's Inspector, the upstream valve (feeder valve) shall be partially opened first and adjusted as needed after the pigging operation has begun. Next, the valve downstream of the pig (outlet valve) shall be opened immediately allowing the pig to move at approximately one (1) foot per second. When pushing the pig fed by a blow-off, flushing connection, or a tap, a check valve is required. All new ductile iron and PVC pipe installations shall be pigged. Pipeline pigs shall be supplied by the Contractor unless otherwise specified in the Supplementary Specifications. Pigs shall be used one time and discarded.

At no time shall trench water be allowed to enter the pipeline during or after the pigging operation. If trench water enters the pipe, the Company's Inspector may require the water main to be disinfected and pigged again. Hyperchlorinated water shall be discharged through the end of the pipeline from which the pig shall be removed in accordance with the requirements of Section 8.4, "DISCHARGE OF HYPERCHLORINATED WATER".

Following are the Outside Diameters (O.D.) for the Pigs. Due to the manufacturing process these can vary, +/-, by 1/8 to 1/4 inch.

## C900 PVC Pipe (Blue Pigs)

```
4" DR 14
             Pig O.D. = 4 - 1/8"
             Pig O.D. = 6"
6" DR 14
             Pig O.D. = 7 - 7/8"
8" DR 14
12" DR 14
            Pig O.D. = 11 - 1/2"
4" DR 18
             Pig O.D. = 4 - 3/8"
             Pig O.D. = 6 - 1/4"
6" DR 18
8" DR 18
             Pig O.D. = 8 - 1/8"
12" DR 18
            Pig O.D. = 11 - 7/8"
```

## Ductile Iron Pipe (Red Pigs)

```
4" PC 350 Pig O.D. = 4 - 1/2"
6" PC 350 Pig O.D. = 6 - 5/8"
8" PC 350 Pig O.D. = 8 - 3/4"
12" PC 350 Pig O.D. = 12 - 3/4"
16" PC 350 Pig O.D. = 17"
```

# 8.3.2 Flushing the Water Main

With respect to flushing, the Company's standard operating procedure is as follows. The flushing assembly is to be checked-out from the Company's Meter Shop by the Contractor and shall be returned in same or better condition by the Contractor within 5 days of the end of the flushing operations. The Company reserves the right to bill the Contractor for unreturned materials and/or repairs.

The meter/check valve portion of the flushing assembly is not to be installed until after the completion of disinfection and pigging operations (so as to protect the meter/check valve from internal damage caused by debris). Upon the completion of pigging operations and prior to the start of flushing operations, the meter/check valve is to be installed.

The Contractor is to supply a two inch (2") minimum sized discharge hose to be used during flushing operations. The Company's Inspector shall supply the feeder hose.

No flushing device, blow-off, or air relief valve shall be directly connected to any non-storm sewer ("Non-storm sewer" is defined as a sanitary sewer, combined sewer, septic tank or subsoil treatment system), storm sewer, or storm drain, and shall be located at a distance greater than ten (10) feet from any non-storm sewer.

See Standard Drawing: 1601, 1602, and 1603 in Appendix of Drawings.

# 8.4 Discharge of Hyperchlorinated Water

Discharge of hyperchlorinated water can be directed to combined or sanitary sewer facilities only after the Company's Project Manager has received approval from the Permit Section Supervisor of the Louisville and Jefferson County Metropolitan Sewer District (MSD) or other jurisdictional sewer agency authority. Flushing outside the MSD service area shall be in accordance with Kentucky Division of Water requirements. All flushing operations shall be in accordance with the governing authority's requirements, including rain event requirements.

The Contractor shall provide 72 hours of notice to the Company's Project Manager of their intent to discharge hyperchlorinated water. In locations

where discharge of hyperchlorinated water is restricted, the Company's Project Manager may approve tanker truck transportation for disposal at other sites. If hyperchlorinated water cannot be discharged to a combined or sanitary sewer, the hyperchlorinated water shall be neutralized to a chlorine concentration of less than 0.019 ppm (mg/L) before discharge to a storm drain or onto the ground surface in a manner which will not violate 401 KAR 5:031 Surface Water Standards.

The Contractor shall be responsible for all chlorinated water disposal (neutralized to acceptable levels per regulations prior to release) and adherence to "LWC Best Management Practice & Procedures on Chlorinated Water Disposal" and 401 KAR 5:031 and 401 KAR 8:020. The Contractor's disposal methods must have the approval of the Company's Project Manager. The Contractor is responsible for supplying all BMP's necessary to protect all storm inlets and waterways as required per Louisville and Jefferson County Metropolitan Sewer District or the applicable jurisdictional storm water authority.

The Company shall furnish all dechlorination hardware necessary for the dechlorination operation. The Contractor will be responsible for furnishing hoses and fittings required for the flushing operation.

The Company's Project Manager or Inspector shall reserve the right to postpone the dechlorination operation in the event of an anticipated major rain event or sub-freezing temperatures.

The Company's Project Manager or Inspector shall reserve the right to dechlorinate water with calcium thiosulfate (Captor), sodium thiosulfate, or other approved method supplied by the Company. For large volumes of water when the chlorination trailer is utilized, the Contractor shall supply the calcium thiosulfate or sodium thiosulfate in liquid form.

Calcium thiosulfate (Captor) will dechlorinate water with 50 ppm chlorine at a rate of one gallon of Captor per 4,000 gallons of hyperchlorinated water.

# 8.5 Pressure and Leakage Test

Before the hydrostatic test is begun, the Contractor shall: backfill all pipe, provide all temporary and permanent thrust anchor blocking, and install taps for releasing air at all points of highest elevation where no fire hydrant or flushing connection has been installed. All valves within the test area shall be fully open including valves on fire hydrant supply pipes.

It shall be the Contractor's responsibility to locate and repair any and all leaks that may develop.

The water main (ductile iron and PVC) and appurtenances shall be discharged of hyperchlorinated water, flushed and filled with potable water prior to performing the pressure and leakage test, unless directed otherwise by the Company's Project Manager or Inspector.

The water main shall then be subject to a hydrostatic pressure of 200 PSI for ductile iron pipe, 200 PSI for PVC DR-14, and 150 PSI for PVC DR-18 or at a pressure specified by the Company's Project Manager at the lowest point along the section being tested for a period of two (2) hours with the test pressure not dropping more than 5 PSI during the test. At elevated sections of the pipeline the minimum test pressure shall be 75% of the hydrostatic test pressure. In special circumstances, such as extreme elevation differential, the pressure test may be divided into multiple sections as directed by the Company's Inspector or Project Manager.

In conjunction with the hydrostatic test, a leakage test shall be conducted at the same pressure and for the same period of time.

The leakage allowed will be as given by the following table. All of this testing shall be accomplished in the presence of the Company's Project Manager or Inspector.

Allowable Leakage per 1000 feet of Ductile Iron or PVC Pipeline in gallons/hour.						
Pipe Diameter	4"	6"	8"	12"	16"	20"
D.I. or PVC DR14 Leakage @ 200 PSI (gal/hour)	0.38	0.57	0.76	1.15	1.53	1.91
PVC DR 18 Leakage @ 150 PSI (gal/hour)	0.33	0.5	0.66	0.99	1.32	1.66

All pipe, fittings, and other materials found to be defective under pressure and leak testing shall be removed and replaced. These tests shall be repeated until satisfactory to the Company's Project Manager and Inspector. All visible leaks shall be repaired regardless of the amount of leakage. The pressure test shall be voided until such visible leaks are repaired.

The required testing apparatus, consisting of a gasoline motor driven pump, valves, pressure gauge, meter, test pump hose, and connections, shall be checked-out from the Company at 4801 Allmond Ave by the Contractor and returned to same location, the day the test is to be run, and shall be returned in same or better condition. The Company reserves the right to bill the Contractor for unreturned materials and/or repairs.

The Contractor may furnish a test pump if approved by the Company's Inspector and it shall be disinfected at the direction of the Company's Inspector. The test pump must be equipped with a quick-connect coupling to allow the connection of the Company Inspector's pressure gauge.

The Contractor shall be responsible for all phases of testing the water main.

## 8.6 Coliform Monitoring

The water main shall be placed in service only after coliform monitoring (sampling and analysis) applicable to the water main does not show the presence of coliform. If coliform is detected, repeat flushing of the water main and coliform monitoring. If coliform is still detected, repeat disinfection and flushing as if the line has never been disinfected. Continue the described process until monitoring does not show the presence of coliform. The presence or absence of total coliform monitored by sampling and analysis as needed shall be determined for new, cleaned, repaired or relocated water main(s).

Water samples shall be taken within 1,200 feet of each connection point to existing lines, at one (1) mile intervals, and at each dead end, without omitting any branch of the new, cleaned, repaired or relocated water main(s).

Sample bottles shall be clearly identified with a unique project identification note and delivered to the Company's Water Quality Laboratory.

#### 8.7 Air Relief Valves

Air relief valves or hydrants shall be placed at necessary high points in water mains where air can accumulate. The Contractor shall install air relief valves at all locations as identified on project plans. Additional air relief valves that may be required by the Company's Project Manager will be compensated as described in **CHANGES IN THE WORK**, in the **TERMS AND CONDITIONS**.

Corporation stops for air relief valves shall be installed with tapping saddles to minimize pig damage when pig cleaning the water main.

#### **8.7.1** Automatic Air Relief Valves

Where practical, the open end of an air relief pipe from automatic valves shall be extended a minimum distance of one foot (1') above grade and provided with a screened, downward-facing elbow.

Automatic air relief valves shall not be installed in situations where the flooding of the manhole or chamber may occur. See Standard Drawing: 1603 in Appendix of Drawings.

#### 8.7.2 Manual Air Relief Valves

The open end of an air relief pipe from a manually operated valve shall be extended to the top of the pit and provided with a screened, downward-facing elbow if drainage is provided for the manhole.

Use of automatic air relief valves are recommended wherever possible. See Standard Drawing: 1603 in Appendix of Drawings.

## 8.8 Leak Detection By-Pass Meter at Underwater Crossings

Leak Detection By-Pass Meters are required at all underwater crossings which are greater than fifteen feet (15') in width.

Water main valves shall be installed at both sides of the water crossing so that section can be isolated for testing or repair. The valves and meter vault shall be easily accessible and not subject to flooding. The valve closest to the supply source shall have permanent taps on each side to allow the installation of a meter to determine leakage and for sampling purposes.

See Standard Drawing: 1608 in Appendix of Drawings.

#### 9. FIRE HYDRANT

#### 9.1 Materials and Installation

The fire hydrant installation shall consist of the following items and shall be as shown on the project drawing's detail sheet.

The field location of fire hydrants shall be approved by the Company's Inspector prior to installation. Fire hydrants shall be installed to allow proper drainage. When fire hydrants are located on project drawings in areas of poor drainage, the Contractor shall contact the Company's Project Manager or Inspector for movement to a suitable location. The fire hydrant shall be furnished by the Company, designed for proper depth of bury, and shall be so installed that the barrel will properly drain. Effort shall be made to install the shortest hydrant possible, while complying with the requirements of this section.

The fire hydrant anchor tee and auxiliary gate valve shall be installed as the main is installed. A tapping sleeve and gate valve shall be installed if the main is in service. The auxiliary valve shall be installed at the main. Fire

hydrant supply pipe (pipe, fittings, gate valve, and fire hydrant) must be secured to the water main for proper thrust restraint. All joints in the fire hydrant supply pipe (between fire hydrant and the main to which it is connected) shall be installed using a restrained joint method. Concrete is not required on direct bolt non-friction type restrained joint fittings between the fire hydrant and the auxiliary valve.

The fire hydrant supply pipe shall be ductile iron pipe, in all cases, regardless of the type of main being connected to. The fire hydrant supply pipe shall be a minimum diameter of six (6) inches and connected to a main with a minimum diameter of six (6) inches.

The fire hydrant shall be set plumb and shall have the pumper nozzles set facing perpendicular to the curb. The bottom of the break-away flange bolts shall be located from two inches (2") to seven inches (7") above finished grade, with the center of the nozzle a minimum of eighteen inches (18") above finished grade.

The fire hydrant shall be set to established grade, with the center of the barrel two feet (2') back of the face of the curb line (eighteen inches (18") behind the back edge of the curb for rolled curbs) or as directed, or in the absence of a curb approximately five feet (5') to fifteen feet (15') from the edge of the pavement, no more than fifteen feet (15') from a hard traveled surface, in accordance with governing fire department ordinances and accessible to the fire department. The base of the fire hydrant shall be set on a precast concrete block. The back of the elbow shall be well supported against undisturbed earth by means of precast concrete blocks.

Where fire hydrants are installed along a roadway, parking within ten feet (10') will be prohibited. Fire hydrants installed in parking areas must allow ten feet (10') clear access to the hose connection side of the fire hydrant. In all locations a four feet (4') minimum clear radius around the fire hydrant is required.

Two layers of polyethylene wrapping shall be installed from the fire hydrant anchor tee to the base elbow of the fire hydrant, including the fire hydrant valve, connecting pipe, and thrust restraints. The wrapping shall not extend to the weep holes located on the hydrant elbow. Do not install polyethylene wrapping on the hydrant barrel.

Fire hydrant barrel extension kits shall not be used for new fire hydrant installations unless approved by the Chief Engineer or designee prior to requisitioning from the Company's Warehouse. No more than one (1) fire hydrant barrel extension kit shall be used on an existing fire hydrant when raising is required. All fire hydrant barrel extension kits must be installed by the Company's Fire Hydrant Crew. Unless, if approved by the

Company's Chief Engineer, the Contractor may install the extension kit in the presence of the Company's Inspector.

Fire hydrant wrenches shall never be left unattended on a fire hydrant.

When flowing a fire hydrant the operating nut must be opened completely to prevent flooding through the hydrant's weep holes. Flow shall be regulated by the temporary meter assembly valve attached to the fire hydrant's discharge nozzle. The Inspector must notify the Company's Radio Room (569-3600, ext. 2700 or 2701) of all hydrants flowed between November 1 and March 31 so the hydrant can be winterized after use to prevent freezing.

Some fire hydrants have a locking device attached to prevent unauthorized use. The Contractor shall notify the Company's Inspector 48 hours in advance of the need to use such a fire hydrant so the lock can be removed by the Company's personnel. The Contractor shall immediately notify the Company's Inspector when the fire hydrant is no longer needed so the lock can be re-installed.

The Contractor shall notify the Company's Inspector of any "Out of Service" fire hydrants. "Out of Service" fire hydrant tags shall be placed on the nozzle of all inoperable or "Out of Service" fire hydrants.

The Contractor shall paint fire hydrants after installation at the Company Inspector's request to cover scraped or chipped areas on the fire hydrant, or to match the fire hydrant color chosen by the local Fire District. Fire hydrant paint will be supplied by the Company's Warehouse. Fire hydrant attachment number labels shall not be painted over.

Fire hydrant attachment number labels shall be installed by the Company's personnel.

The Contractor shall assist the Company's Inspector in fire hydrant flow testing and perform any clean-up necessary after tests are completed.

See Standard Drawing: 2000 in Appendix of Drawings

## 9.2 Drainage Pit

Whenever a fire hydrant is set, a drainage pit shall be excavated for the fire hydrant. Dimensions of the pit shall be three (3) ft. long x three (3) ft. wide x four (4) ft. deep, with the pit centered about the barrel of the fire hydrant. Once the fire hydrant is installed and prior to filling the pit with washed #3 stone, the fire hydrant shall be pressurized, the weep holes flushed and then depressurized to ensure that the fire hydrant drains properly. Once the weep

holes have been flushed and proper drainage is verified, the drainage pit shall be filled compactly with washed #3 stone under and around the elbow of the fire hydrant and to a level of two feet (2') above the base of the elbow.

Before this dry well (drainage pit) is covered with backfill, the Contractor shall notify the Company's Inspector in order that each drainage system may be inspected. The top of the entire drainage pit shall be covered with geotextile fabric (four fire hydrant blankets or as many needed to cover the entire top) before backfilling.

Fire hydrant drainage pits shall not be connected to or located within ten (10) feet of non-storm sewers ("Non-storm sewers are defined as sanitary sewers, combined sewers, septic tanks and subsoil treatment systems), and where practical storm sewers or storm drains.

See Standard Drawing: 2000 in Appendix of Drawings

# 9.3 Removal of Fire Hydrants

Fire hydrants that are discontinued, abandoned or replaced shall be removed and returned with caps to the Allmond Avenue Warehouse. The Contractor shall be billed for any fire hydrants not returned. Surfaces shall be restored in accordance with Section 11: "RESTORATION".

## 9.3.1 Removal of Fire Hydrants on Active Water Mains

All discontinued fire hydrants shall be abandoned by turning off the fire hydrant's connecting valve and excavating and removing the fire hydrant and fire hydrant lead.

The hydrant's gate valve shall be turned off and a mechanical joint plug installed on the gate valve. A concrete thrust block shall be poured behind the plug. The fire hydrant gate valve's round top and lid shall be removed and the key tube filled with concrete.

### 9.3.2 Removal of Fire Hydrants on Abandoned Water Mains

Fire hydrants which are abandoned with the water main, in lieu of removal by excavation and with approval of the Company's Project Manager, the fire hydrant may be cut off no less than one foot (1') below finished grade, the abandoned barrel filled with concrete, the fire hydrant gate valve turned off, round top and lid removed, and key tube filled with concrete.

#### 10. SERVICE WORK

### **10.1** Notification of Customers

It is the Contractor's responsibility to notify customers of upcoming interruption of service and to coordinate this notification with the Company's personnel. It is the intent of the Company not to interrupt service to existing customers, unless absolutely necessary. When it is necessary to interrupt service, all customers affected by the shut-off shall be notified in person, or in cases where the customer cannot be contacted, by a Louisville Water notification tag attached to the front door of their premises by the Contractor.

Such notification shall be made a minimum of twenty-four hours prior to shut-off and with the Company's approval, allowing sufficient time for the customer to draw and reserve an ample supply of water. Notification tags are available from the Company.

#### 10.2 Service Installation - General

A service installation is defined to include all work necessary to install the copper tubing or pipe and all related items from the main to the property line. The installation shall include, the following: tapping of the main, installing the corporation stop or gate valve; service line tubing or pipe, meter vault, ductile or cast iron frame and lid/cover, water meter assembly, backfilling and restoring of paved and unpaved surfaces and flushing. Installation may require reconnection to existing service lines. Excavation, backfilling, and restoring paved and unpaved surfaces shall be done in accordance with these specifications.

Short services are defined as services to meters on the same side of the street as the water main to which it is connected.

Long services are defined as services to meters on the opposite side of the street of the water main to which it is connected and shall be bored or jacked under pavements unless an open cut is approved by the Company's Project Manager.

The Contractor must verify the service size with the Company's Project Manager or Inspector where any service length is greater than one hundred feet (100').

Where under pavement, tubing shall be installed continuously and in one piece without intermediate joints or couplings except at the terminals and except where the continuous length to be installed exceeds one hundred feet (100') for 3/4" and 1" sizes.

All taps in water mains shall be made by the Contractor, and corporation stops shall be inserted by means of a tapping machine in such manner that will permit continued conditions of water flow and pressure within these mains. The Contractor shall use care in inserting and tightening the corporation stop and shall reimburse the Company for any damage or expense caused by any of their activities under this contract.

Wet tapping of water mains shall be required on all pipe. No service taps shall be installed on dry water mains.

## 10.3 Service Installation - Two Inches (2") and Smaller

During installation of corporation stops, the corporation stop shall not be turned using a pipe wrench. The corporation stop must be turned using a smooth jaw, adjustable crescent type wrench or open-end wrench. Special care shall be observed in handling the copper tubing so as not to kink, mash, or otherwise damage it. No such damaged tubing shall be installed. No bend shall be made in the tubing with a radius less than four inches (4").

All intermediate and terminal joints for 3/4" and 1" sizes of copper tubing shall be the compression type, using the proper tools for the sizes of tubing and types of fittings involved.

Service connections shall be installed so that the outlet is at an angle of 45° above the horizontal. A bend in the service line shall be provided to ensure flexibility and to accommodate the effects of loads.

The service line shall be flushed for two (2) minutes through the meter stop before connecting to the meter. Once the corporation stop has been turned on, and prior to backfilling, the corporation barrel set nut may need to be securely tightened to prevent leakage.

For Double Setter meters (where two meters are to be installed in one vault) the tail pipes of a service installation shall be installed parallel for their entire length and at least eight inches (8") apart, and in no event shall they touch or cross one another.

See Standard Drawings: 3002, 3003, 3004, 3400, 3401, 3403, 3404, 3420, 3430, 3200, and 3202 in Appendix of Drawings

# 10.3.1 Tapping Ductile or Cast Iron Pipe for Service Installation - Two Inches (2") and Smaller

In locations where Ductile Iron or Cast Iron Pipe will be tapped, the pipe shall be wrapped with three (3) layers of polyethylene compatible tape completely around the pipe to cover the area where the tapping machine and

chain is mounted. The tap shall install the corporation stop directly through the tape and polywrap.

After the tap is completed on mains with polyethylene wrap, the Contractor shall repair and replace the polyethylene wrap to completely cover the main and corporation stop in accordance with the details in the Appendix of Drawings.

The corporation stop and a minimum distance of three feet (3') of the copper service line shall be wrapped with polytape.

For ductile iron pipe Pressure Class 350 service outlets shall be made per the table below:

Service Installation Guide for Pressure Class 350 Ductile Iron Pipe						
Pipe Size	Tap Size					
	3/4"	1"	1-1/2"	2"	> 2"	
4"	tap	saddle	saddle	saddle	requires tapping	
6"	tap	tap	saddle	saddle	sleeve or fitting	
8"	tap	tap	saddle	saddle	"	
12"	tap	tap	saddle	saddle	"	
16" & 20"	tap	tap	tap	tap	"	

All direct taps require the installation of 2 to 3 layers of 3-mil thread sealant tape on the corporation stop. This guide is based on either a direct tap method or tapping saddle using an AWWA standard taper thread Corporation Stop.

See Standard Drawings: 3002, 3003, 3004, 3400, 3401, 3403, 3404, 3420, 3430, 3200, 3202 and 3804 in Appendix of Drawings

# 10.3.2 Tapping PVC Pipe for Service Installation - Two Inches (2") and Smaller

For PVC (polyvinyl chloride) pipe, service outlets of three-quarter inch (3/4") through two inches (2") shall be made with a tapping saddle.

Tapping saddle bolts shall be tightened with a torque wrench according to the saddle manufacturer's torque recommendations.

When installing a service to PVC, the Contractor shall use a shell cutter that is designed for DR14 (pressure class 200, AWWA C900) or DR18 (pressure class 150, AWWA C900) and one that will remove the material and retain the coupon. The cutting tool must be sharp and without damage. Drill

cutting tools are prohibited because they may increase the risk of causing the pipe to split longitudinally. The coupon must be delivered to the Company's Inspector.

When tapping the PVC pipe under pressure, the <u>pipe temperature</u> shall be between 32° and 90° F.

The taps shall be located a minimum of twenty-four inches (24") from the joint of the PVC pipe, and, if installing more than one tap in one length of PVC pipe, the taps shall be staggered and a minimum of eighteen inches (18") apart, measured longitudinally. Taps shall not be made in an area of PVC pipe that shows damage.

When a service tap is made on a PVC water main, a tracer wire shall be connected to the tracer wire on the main and then wrapped, with insulation and jacket removed, around the copper service line or affixed to the tapping saddle. When connecting the tracer wire to a tapping saddle, add two washers and a second nut to one of the bolts of the saddle. Strip a small section of the wire jacket and sandwich the bare portion of wire between the two washers and tighten the second bolt. Tracer wire must be rated for direct burial at 30 volts and be 12 AWG solid copper, copper clad steel (CCS), or high strength copper clad steel (CCS). Tracer wire shall be jacketed with blue HDPE or HMWPE insulation and designed for direct burial.

See Standard Drawings: 3002, 3003, 3004, 3400, 3401, 3403, 3404, 3420, 3430, 3200, 3202, and 3804 in Appendix of Drawings

## 10.4 Service Installation – Larger than Two Inches (2")

Service outlets larger than two inches (2") shall be made with a ductile iron tee or stainless steel or ductile iron tapping sleeve and gate as directed by the Company's Project Manager or Inspector on new ductile iron or PVC pipe.

When tapping a main, the Contractor shall make the tap only after a hydrostatic pressure test of 125 psi is applied for fifteen (15) minutes with no leakage to the tapping sleeve and gate valve assembly. Before cutting an existing main under pressure, the Contractor shall ensure the adjacent existing valve and fittings are sufficiently secure. The Contractor shall be responsible to provide the tapping coupon to the Company's Inspector.

The service line shall be flushed for two (2) minutes through the meter stop before connecting to the meter.

There shall be no tapping of same size on same size pipe with tapping sleeve

and gate, a tee must be installed.

# 10.4.1 Tapping Ductile or Cast Iron Pipe for Service Installation - Larger than Two Inches (2")

After the tap is completed on mains with polyethylene wrap, the Contractor shall repair and replace the polyethylene wrap to completely cover the main and fittings in accordance with the detail in the Appendix of Drawings.

See Standard Drawings: 3203A, 3203 and 3601 in Appendix of Drawings

# 10.4.2 Tapping PVC Pipe for Service Installation – Larger than Two Inches (2")

When installing a service on PVC water main, the Contractor shall use a shell cutter that is designed for DR14 (pressure class 200, AWWA C900) or DR18 (pressure class 150, AWWA C900) and one that will remove the material and retain the coupon. No twist drills will be allowed. The cutting tool must be sharp and without damage. The coupon must be delivered to the Company Inspector.

When tapping the PVC pipe under pressure, the pipe temperature shall be between 32° and 90° F. The taps shall be located a minimum of twenty-four inches (24") from the joint of the PVC pipe. Taps shall not be made in an area of PVC pipe that shows damage.

Tapping sleeves shall be assembled according to the manufacturers' instructions and must be supported independently of PVC pipe by precast concrete blocks during the tapping operation. The support shall be left in place, filling any voids such that the pad is bearing against undisturbed earth, and thrust blocks behind tapping sleeves shall be used as with other fittings.

When a service tap is made on a PVC water main, a tracer wire shall be connected to the tracer wire on the main and then wrapped, with insulation removed, around the service line gate valve and extend to the top of the key tube. Tracer wire must be rated for direct burial at 30 volts and be 12 AWG solid copper, copper clad steel (CCS), or high strength copper clad steel (CCS). Tracer wire shall be jacketed with blue HDPE or HMWPE insulation and designed for direct burial.

See Standard Drawings: 3203A, 3203 and 3601 in Appendix of Drawings

#### 10.5 Meters

Contractor shall install or replace meters as stated on the Project Drawings or at the direction of the Company's Project Manager or Inspector. New meters shall be picked up by the Contractor at the Meter Shop located at 4801 Allmond Avenue. Old meters shall be returned in good condition to the Company's Inspector, including any lids or tags that may identify the meter number or attachment number.

## 10.6 Setting Meter Vaults

Meter vaults shall be set either to the existing grade, or as indicated on the service order or to the grade given by a stake card. Earth shall be firmly tamped by pneumatic, vibratory or other approved compaction device and backfilled per Section 7: "BACKFILLING PROCEDURES AND TAMPING" around the vault and cover, the lid locked in and the meter setting centered in the middle of the vault and at the proper depth below grade, as shown on the drawing in the Appendix of Drawings.

Meter vaults shall not be installed in areas subject to vehicular traffic whenever possible. When directed to be installed in areas subject to vehicular traffic, the meter vault shall be of the heavy-duty concrete type with heavy duty frame and cover.

See Standard Drawings: 3002, 3003, 3004, 3400, 3401, 3403, 3404, 3420, 3430, 3200, 3202, 3203, and 3601 in Appendix of Drawings

## 10.7 Pressure Regulators (Pressure Reducing Valves)

When directed by the Company's Project Manager, the Contractor shall install a pressure regulator (pressure reducing valve). The pressure regulator shall be installed on the front side (upstream) of the meter. When the pressure at the meter is 100 psi or greater, the Contractor shall install a pressure regulator as directed by the Company's Project Manager or Inspector. Pressure regulators shall be supplied by the Company unless otherwise stated in the Contract Documents. The Contractor shall perform an operability test and check for leaks after the pressure regulator has been installed.

See Standard Drawings: 3003, 3004, 3401, and 3202 in Appendix of Drawings

## 10.8 Leak Testing the Service

After the complete service has been installed and before any joints are covered, the corporation stop shall be opened and the entire length of the

service shall be subjected to system water pressure and each joint shall be inspected and sounded by the Contractor for leaks. The entire tailpiece shall be included in this leak check by temporarily capping the end of the tailpiece prior to connection to the customer

Any leaks so found shall be immediately repaired. After the service has been observed by the Company's Inspector to be watertight throughout its length, the meter stop shall be shut-off, and the backfilling started. The corporation barrel set nut may need to be securely tightened to prevent leakage.

The Contractor shall leave the corporation stop fully open and the meter angle stop fully closed upon completion of the testing.

#### 10.9 Relocate Service

Relocating a service is defined to include installing a completely new service to an existing customer, including a new tail pipe, discontinuing the old service at the main (in the event the existing main is to remain active), abandoning the old meter vault, and returning the old meter, frame and lid/cover to the Company's Allmond Avenue Yard and backfilling.

Concrete meter vaults and heavy-duty frame and covers shall be used in driveways, parking lots, and other areas of vehicular traffic.

Service installation shall be done in accordance with "Service Installation – Two Inches (2") and Smaller, (Section 10.3) and Service Installation – Larger than two inches (2"), (Section 10.4). The Contractor shall discontinue the old service in accordance with "Discontinue Service" (Section 10.16). Excavation, backfilling, and restoring of surfaces shall be done in accordance with these specifications. Abandoning of the old meter vault shall be done in accordance with "Backfill Meter Vault" (Section 10.17).

When lead is encountered, refer to Section 10.11, "Lead and Galvanized Service Renewals."

Contractors shall be responsible to make at least two (2) attempts when connecting the tailpiece to a customer's galvanized service line. The second attempt shall be limited to a maximum of three feet (3') beyond the property line or to any property improvement which would require excessive restoration. If the second attempt is unsuccessful, the Contractor shall immediately contact the Company's Inspector, and provide a representative sample of the deteriorated line, at which time, the Company's Project Manager or Inspector shall arrange for a temporary service connection to the customer to be installed by others.

See Standard Drawing: 3440 in Appendix of Drawings

#### 10.10 Renew Service

Renewing a service is defined to include installing a new copper service line from the existing main or new main to the meter stop, and a new copper tail pipe from the meter stop to the property line or the property service connection, and shall include, the following: excavation, boring or jacking of copper tubing or pipe, installing corporation stop, tapping saddle or tapping sleeve and gate valve at the main, if applicable, installing all tubing and/or pipe and all associated fittings, meter vault, frame and lid/cover, and backfilling and restoring of all surfaces.

Service installation shall be done in accordance with "Service Installation – Two Inches (2") and Smaller, (Section 10.3) and Service Installation – Larger than two inches (2"), (Section 10.4). The Contractor shall discontinue the old service in accordance with "Discontinue Service" (Section 10.17). All lead service lines shall be renewed in accordance with "Cutting Lead Pipe" (Section 10.13) and "Flushing of Lead and Galvanized Services" (Section 10.14) unless otherwise instructed on the project drawings. Excavation, backfilling, and restoring of surfaces shall be done in accordance with these specifications.

When lead is encountered, refer to Section 10.11, "Lead and Galvanized Service Renewals."

Contractors shall be responsible to make at least two (2) attempts when connecting the tailpiece to a customer's galvanized service line. The second attempt shall be limited to a maximum of three feet (3') beyond the property line or to any property improvement which would require excessive restoration. If the second attempt is unsuccessful, the Contractor shall immediately contact the Company's Inspector, and provide a representative sample of the deteriorated line, at which time, the Company's Project Manager or Inspector shall arrange for a temporary service connection to the customer to be installed by others.

See Standard Drawing: 3441 in Appendix of Drawings

#### 10.11 Lead and Galvanized Service Renewals

Renewing a lead or galvanized service is defined to include installing a new copper service line from the existing main or new main to the meter stop, and a new copper tail pipe from the meter stop to the property service connection, and shall include, the following: excavation, boring or jacking of copper tubing or pipe, installing corporation stop, tapping saddle or tapping sleeve and gate valve at the main, if applicable, installing all tubing and/or pipe and all associated fittings, meter vault, frame and lid/cover, and backfilling and restoring of all surfaces.

The Contractor is required to identify the property line location and excavate the service line's tail piece to locate the property service connection. If the property service connection is not found, the Contractor shall seek permission from the property owner to excavate on private property. With permission, the Contractor shall continue to excavate up to ten feet (10') beyond the property line onto private property in an effort to locate the property service connection and determine the material of the customer's service line. The Company's Inspector shall verify the material of the customer's service line prior to cutting any pipe.

If the material of the customer's service line is not lead, the Contractor shall renew/relocate the entire service line from the main to the customer's connection.

If the material of the customer's service line is lead or galvanized pipe, the Company's Project Manager or Inspector will contact the customer to make them aware of the work to be completed by the Company and the existence of lead or galvanized pipe on the customer's side of the service line. The Company's Inspector shall also enquire if the customer is willing to replace their lead or galvanized service line.

- 1) If the customer is willing to replace their lead or galvanized service line, the Contractor shall coordinate the renewal/relocation of the Company's lead or galvanized service line with the customer's plumber.
- 2) If the customer is not willing to replace their lead or galvanized service line and the service is to be relocated or renewed, the Contractor shall replace the entire service line from the main to the customer's connection and shall install a dielectric between the end of the Company's tail piece and the customer's lead or galvanized service line. The dielectric will be composed of a 24" section of like diameter schedule 80 PVC pipe and a plastic universal transition coupling (supplied by the Company). If the customer's service line is less than 10 feet in length as measured from the customer's building to the dielectric connection, the Company's Project Manager shall be contacted prior to renewing/relocating the service to determine if a new grounding system is needed.

Service installation shall be done in accordance with "Service Installation – Two Inches (2") and Smaller, (Section 10.3) or Service Installation – Larger than two inches (2"), (Section 10.4). The Contractor shall discontinue the old service in accordance with "Discontinue Service" (Section 10.17). All lead service lines shall be renewed in accordance with "Cutting Lead Pipe" (Section 10.13) and "Flushing of Lead and Galvanized Services" (Section 10.14) unless otherwise instructed on the project drawings. Excavation, backfilling, and restoring of surfaces shall be done in accordance with these

specifications.

See Standard Drawing: 3441 in Appendix of Drawings

# 10.12 Lead Hazards and Safety Precautions

Pure lead (Pb) is a heavy metal that can damage the central nervous system, cardiovascular system, reproductive system, hematological system, and kidneys. Symptoms of chronic overexposure include loss of appetite, constipation, nausea, excessive tiredness, headache, fine tremors, metallic taste in the mouth, weakness, nervous irritability, hyperactivity, muscle and joint pain or soreness, anxiety, insomnia, numbness, or dizziness. Lead is most commonly absorbed into the body by inhalation. Workers can also absorb lead through the digestive system if it enters the mouth and is ingested. A significant portion of lead inhaled or ingested can enter the bloodstream. Once in the bloodstream, lead circulates through the body and is stored in various organs and body tissues. Some of this lead is filtered out of the body quickly and excreted, but some remains in the blood and tissues.

Personnel performing lead service line removal activities shall:

- Wear disposable gloves when handling lead.
- Dispose of gloves and other materials that contact lead as trash on a regular basis.
- Be careful to not touch eyes or face.
- Wash hands before eating or smoking.
- Wash work clothes regularly.
- Contact management if they feel that they have been affected by lead exposure.

Information taken from 'OSHA – Lead in Construction', OSHA 3142-12R 2004

#### **10.13 Cutting Lead Pipe**

When the cutting of pipe made of lead is required, the pipe shall be cut with a shear device, such as Reed Ratchet Shears or similar device, as approved by the Company's Project Manager. Sawing of lead pipe shall not be allowed. The Company encourages contractors to recycle any lead service pipe that is removed.

## 10.14 Flushing of Lead and Galvanized Services

Flushing of renewed lead services shall be conducted immediately after the renewed service is reconnected at maximum flow. Flushing shall be continued

for a minimum of sixty (60) minutes. Flushing of the service for sixty (60) minutes shall also be conducted if a copper service is renewed and it is connected to a dielectric and private lead service line. If a galvanized service that has not been previously connected to lead is renewed, it shall be flushed for a minimum of five (5) minutes. If any part of the galvanized service is connected to lead, then the service shall be flushed for a minimum of sixty (60) minutes.

The Contractor shall be responsible for supplying all hoses, fixtures, and couplings needed to perform the lead service flush.

The Contractor shall identify, on a daily basis, those services that will require renewal on the following workday. Residences requiring lead or galvanized service renewals shall be investigated to determine if an outside spigot is available and functioning properly. The Contractor shall notify the Company's Inspector when an outside spigot is not available or not properly functioning in order for the Company's Inspector to contact the customer.

Services that cannot be flushed externally by the Contractor or internally by the customer at the time of the renewal, may be renewed, but shall be left in the "off" position immediately after the renewal is completed. The Contractor shall immediately notify the Company's Inspector when any service is turned "off" in order for the Company's Inspector to leave appropriate notification with the customer and notify the Company's Radio Room.

### 10.15 Lead Service Renewal Notification

The Contractor shall assist the Company's Inspector with distributing customer information and notices to all properties in which a lead service is to be renewed or replaced, as directed by the Company's Inspector. Notices are supplied by the Company and typically composed of self-adhesive window hangers or door hangers.

### 10.16 Transfer Service

Transferring a service is defined to include installing a length of service line, as required, to reconnect an existing copper service to the existing main or new main, and shall include, the following: excavation; boring or jacking of copper tubing or pipe; installing corporation stop; tapping saddle or tapping sleeve and gate valve at the main; installing all tubing and/or pipe and all associated fittings; and backfilling and restoring of all surfaces.

Service installation shall be done in accordance with "Service Installation – Two Inches (2") and Smaller, (Section 10.3) or Service Installation – Larger than two inches (2"), (Section 10.4). The Contractor shall discontinue the old service in accordance with "Discontinue Service" (Section 10.17).

Excavation, backfilling, and restoring of surfaces shall be done in accordance with these specifications.

When lead is encountered, refer to Section 10.11, "Lead and Galvanized Service Renewals."

See Standard Drawing: 3442 in Appendix of Drawings

#### **10.17 Discontinue Service**

Discontinuing a service is defined to include excavating a service line at a water main that is to remain active, turning off the corporation stop or ferrule, disconnecting and plugging the service line, returning the old meter, frame and lid/cover to the Company's Allmond Avenue Yard, backfilling the meter vault, and restoring all surfaces.

Driven ferrules, which are not threaded onto the main, will require water main shutdown, removal, and installation of a wrap-around repair band. Driven ferrules can be expected on most lead services.

Excavating, backfilling, and restoring of surfaces shall be done in accordance with these specifications. Abandoning the old meter vaults shall be done in accordance with "Backfill Meter Vault" (Section 10.18).

See Standard Drawing: 3442 in Appendix of Drawings.

#### 10.18 Backfill Meter Vault

Meter vaults on all discontinued or relocated services shall be abandoned by removing the old meter, frame and lid/cover, and any existing curb stop frame and lids, and filling the void to existing grade with backfill and surface material, appropriate to the type surface. Unpaved areas shall be backfilled to grade with topsoil and restored in accordance with "RESTORATION" (Section 11).

Sidewalks shall be backfilled with pit run sand or DGA and repaved in accordance with "RESTORATION" (Section 11). Parking lots, driveways, and other areas subject to vehicular traffic shall be backfilled using DGA and restored in accordance with "Twelve-Inch (12") Cutback Requirement" (Section 5.4.2), "BACKFILLING PROCEDURES AND TAMPING" (Section 7), and "RESTORATION" (Section 11) found in this specification.

All meters and frames and lids/covers shall be returned to the Allmond Avenue warehouse. The Contractor shall be responsible for all remedial work due to discontinuation of meter vaults as required in the section "WARRANTY" (Section 12).

#### 10.19 Potential Shock Hazard

Due to electrical grounding of some electrical services to metal water service lines, the potential for electrically charged water service lines and/or water meters exists.

The Contractor shall check each service for electric potential before working on the service. Any electrically charged water service shall immediately be brought to the attention of the Company's Inspector and reported to the appropriate electric company.

#### 11. RESTORATION

#### 11.1 General

The Contractor shall be responsible for restoring all disturbed areas resulting from their construction or activity.

A maximum of 1,500 lineal feet may be disturbed at one time prior to final grade. Restoration of the area is required before the Contractor is permitted to proceed.

The Contractor shall work no more than two sites at a time. At least one site must be fully restored with the exception of milling and paving before the Contractor begins working on the next site. This work includes yard, sidewalk and curb restoration as well as the patching of all road cuts.

The Contractor is to take whatever measures are necessary to keep all traveled surfaces free of dirt, mud, or other material during all non-working hours. Unless otherwise approved by the Company's Project Manager, no excavated material shall be placed on the paved surface or any other areas near the trench; the excavated material shall be placed directly from the trench to the haul truck. The Contractor shall provide adequate dust control and follow all governing regulations applicable to the work.

Repaving over the completed trench shall be done by the Contractor, who shall furnish all materials required. Repaving shall match the original paving in type, shall be first class in all respects, and shall comply with specifications covering the type of paving to be restored as issued by the authority over the thoroughfare involved.

The restoration of parking lots and driveways serving commercial and/or public establishments shall comply with the specifications of the respective authority having jurisdiction over the abutting right-of-way.

Except for parking lots, driveways, and sidewalks, each individual pavement restoration shall have a Company-supplied pavement marker

installed by the Contractor.

All saw cuts shall be straight and perpendicular to the driveway / roadway. Restoration shall be made with the same type material and finish that is removed. Street restoration shall be as specified in the detail for Backfill and Pavement Restoration in accordance with the Appendix of Drawings, pending the jurisdiction of said street, included in these specifications. Permanent restoration of driveway, sidewalks, and street intersections shall be completed by the Contractor within ten working days after backfilling of trench is complete. If restorations are not completed, the Company may, at its option, have the repairs made by others and deduct those costs from the amount owed to the Contractor.

## 11.2 Asphalt Paved Surfaces

All Asphalt pavement cuts are to be restored in accordance with the permanent pavement restoration details as shown in the Appendix of Drawings.

Pavement cuts are to be uniform width and straight sawed edges. All asphalt pavement trench edges shall be saw cut regardless of paving restoration (full lane, complete roadway, etc.). Use of a hoe ram for cutting pavement trench edges is not allowed. An approved joint sealer is to be used to seal all joints between new and existing pavement. In the event asphalt plants have closed due to cold weather, the Contractor shall maintain all pavement cuts with recessed steel plates or temporary asphalt pavement, until it becomes possible to permanently restore the pavement. Asphalt pavement used for permanent pavement restoration shall have a minimum temperature of 225°F as measured when discharged from the truck.

Particular care is to be taken that existing pavement surfaces within the right-of-way are not scarred or otherwise damaged by equipment. Planking or other protective devices are to be used at all times to prevent damage to paved surfaces from tracked equipment.

In the event the asphalt paved surfaces are damaged or scarred by work on this project, resurfacing is to be required as follows:

1) If scarring or other damage is continuous, resurfacing is to be likewise continuous and is to consist of one and one-half inches (1 ½") Class A bituminous surfaces extending to the edge of damaged lane.

The edge of the damaged pavement shall be edge keyed, with the resurfaced section being flush with the undisturbed adjacent pavement surface, allowing roadway surface drainage not to be obstructed.

- 2) If scarring or other damage is determined to be intermittent, individual or paved patches may be permitted and are likewise to consist of Class A bituminous surface, extending to the edge of the damaged lane.
- 3) All damage to the edge of pavement shall require the removal of and base repair of a minimum of two feet (2') in addition to the maximum width of the damage. The longitudinal edge is to be a uniform width with straight sawed edges. The lane is then to be milled a minimum of five feet (5') in width with a two inch (2") minimum asphalt overlay.

There will be no skip milling allowed and the minimum length will be determined in the field by the Company's Inspector or Project Manager.

All joint sealant material shall be: hot-applied, non-water-based, and produced by a competent and reputable manufacturer. Sealant shall be in accordance with the permitting agency's specifications. Sand shall be placed over the joint sealant to prevent tracking.

## 11.3 Asphalt Paved Surface Materials and Construction Methods

The composition of the asphalt pavement and method of construction shall be in accordance with the Kentucky Transportation Cabinet Department of Highways (KYTC) Standard Specifications for Road and Bridge Construction (latest edition). A copy of these specifications is on file with the Company's Supervisor of Construction Inspection Services, 4801 Allmond Avenue.

#### 11.4 Concrete Paved Surfaces

All concrete used for structural purposes (such as thrusts blocks, road subbase, sidewalks, etc.) shall be produced at a concrete plant, delivered by a ready-mix concrete truck or mobile mixer (metered) concrete truck. Only concrete used for miscellaneous purposes (such as vault floor pad, end plugs for mains to be abandoned-in-place, etc.) is allowed to be that of an on-site bag mix.

All cuts in concrete driveways and sidewalks are to be replaced from construction joint to construction joint, using minimum 3,500 psi concrete. When a section of sidewalk at a street intersection is to be replaced in the Louisville / Jefferson County Metro Government jurisdiction a wheel chair ramp is to be installed in accordance with the Appendix of Drawings.

For pipeline installation work, all concrete curbs or curb and gutter which are damaged are to be entirely removed and replaced in kind between existing joints. Stone base material shall be placed and compacted under any disturbed area with the curb replacement with the same type stone base

material and compaction as removed. Base material shall extend a minimum of eighteen (18) inches beyond the back of the curb. Install one-half inch (1/2"), pre-molded expansion joint material between new and existing concrete. Concrete shall be a minimum 3,500 psi concrete.

For service line installation work, concrete curbs or curb and gutter which are saw cut (typically four inch (4)" in width) are to be replaced in kind and have additional saw cutbacks one foot (1') to each side of the initial cut (4" cut). If either of the additional one foot (1') saw cutbacks fall within two feet (2') of an existing pavement joint, the entire section shall be removed and replaced to the existing joint. Stone base material shall be placed and compacted under any disturbed area with the curb replacement with the same type stone base material and compaction as removed.

Base material shall extend a minimum of eighteen (18) inches beyond the back of the curb. Install one-half inch (1/2"), pre-molded expansion joint material between new and existing concrete. Concrete shall be a minimum 3,500 psi concrete.

Particular care is to be taken that existing pavement surfaces within the right-of-way are not scarred or otherwise damaged by equipment. Planking or other protective devices are to be used at all times to prevent damage to paved surfaces from tracked equipment.

In the event the concrete paved surfaces are damaged or scarred by work on this project, repair is required as follows:

- 1) Concrete roadways shall be replaced per the permitting agency's standard specifications for the full width of the lane and to the nearest construction joint on each side of the damaged area.
- 2) All concrete driveways and aprons that are damaged by the Contractor's construction or activity, or that is specified for replacement on the plans shall be replaced in their entirety to the nearest construction joint. Concrete thickness and strength shall be per the Company's standard specifications. The style shall match the existing driveway or apron. The limits of repair, style of concrete and type of concrete for each driveway or apron shall be approved by the Company's Project Manager prior to installation. The Company's Project Manager may modify thickness, style, type and limits of repair based on field conditions and property owner consultation which shall be installed by the Contractor at no additional cost to the Company.

See Standard Drawing: 4410 in Appendix of Drawings

#### 11.5 Concrete Paved Surface Materials and Construction Methods

All concrete used on this project and as shown on the project drawings shall have a 28-day minimum compression strength of 3,500 pounds per square inch (psi). The proportions and construction requirements for the concrete shall be as listed in the Kentucky Transportation Cabinet Department of Highways (KYTC) Standard Specifications for Road and Bridge Construction (latest edition).

See Standard Drawings: 4000, 4100 and 4400 in Appendix of Drawings

#### 11.6 Unpaved Surfaces

All drainage structures (such as pipe, head or wing walls, channels, flumes, and culverts), fences, signs, etc., public or private, which are damaged or removed by this Contractor, shall be repaired or replaced in kind to the satisfaction of the owner. All open ditches shall be restored to their present cross sections, depths, and slopes, and dressed and graded to provide permanent adequate drainage to present connecting ditches or culverts equal to the original drainage systems except where specifically indicated on the project drawings.

The Contractor shall replace all surface material including landscaping, shrubbery, fences, or other disturbed surfaces, to a condition at least equal to that which existed before the work began, furnishing all labor and materials.

The grassed area disturbed by the work under this contract, whether by the Contractor or by any subcontractor, within or adjacent to the right-of-way of any state, county, city or other thoroughfare, public or private (except as required below), now in grass shall be shaped, seeded, and mulched in accordance with KYTC Standard Specifications for Road and Bridge Construction (latest edition).

Seed mixture shall be Mixture No. 1 as described in Seed Mixtures for Permanent Seeding. Acceptance of Seeding Section shall be amended to disallow compensations for any corrective seeding required by the Company's Project Manager.

All work fronting residential lots now in grass shall be shaped and seeded in accordance with KTCDOH Standard Specifications for Road and Bridge Construction (latest edition), but shall be amended to include removal of all rock from the sod bed. A minimum of six inches (6") of top soil being free of rock shall be placed prior to final restoration.

Reseeded areas that are located within ditches or on other sloped ground of 2:1 slopes or greater shall be covered with erosion control netting secured

with pins or stakes, or prefabricated matting containing mulch, seed and fertilizer. All ditch lines in residential lots shall be covered with erosion control netting secured with pins or stakes, or prefabricated matting containing mulch, seed and fertilizer.

A maximum of 1,500 lineal feet may be disturbed at one time prior to final grade. Restoration of the area is required before the Contractor is permitted to proceed.

Certain areas as approved by the Company's Project Manager or shown on the project drawings shall be sodded. Unless otherwise approved by the Company's Project Manager, no excavated material shall be placed on any paved roadway surface.

See Standard Drawing: 4300 in Appendix of Drawings.

#### 11.7 Site Clean Up

Surplus pipeline materials, equipment, tools, and temporary structures shall be removed by the Contractor, and all dirt, rubbish and excess earth from excavations shall be hauled and disposed by the Contractor, all in a manner satisfactory to the Company.

The Contractor shall leave the site in presentable shape and in a condition at least equal to that which existed before the work began and in compliance with all restoration provisions of this specification.

#### 12. WARRANTY

The provisions governing work covered by warranty are contained in **WARRANTIES** section in the **TERMS AND CONDITIONS**.

#### 13. ADDITIONAL CONTRACT DEFINITIONS, ABBREVIATIONS, and TECHNICAL REFERENCES

#### 13.1 Additional Contract Definitions

Right-of-Way – A general term denoting land, property, or interest therein, usually in a strip, acquired for or devoted to a street, highway, or other public improvement.

Service Line – Any pipe, line, or conduit used or to be used to provide water service from a water main to the property line joint. A water service line shall be owned and maintained by the Company from the tap at the water main to the property line connection.

Non-storm sewers – Sanitary sewer, combined sewer, septic tank, or subsoil

treatment system.

Stone Classifications: Equivalencies:

Kentucky # 3 = Indiana # 2 Kentucky # 57 = Indiana # 8 Kentucky # 9 = Indiana # 3/8 pea Kentucky D.G.A. = Indiana # 73

Structures – Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, end walls, sewers, service pipes, septic tanks, lateral fields, foundation drains, fences, swimming pools, and other features which may be encountered in the work and not classified herein.

Underground Facility – means any item which shall be buried or placed below ground for use in connection with the storage or conveyance of water, sewage, electronic, telephone or telegraph communications, electric energy, oil, gas or other substances, and shall include pipes, sewers, conduits, cables, valves, lines, wires, manholes, appurtenances, attachments and those portions of poles and their attachments below ground.

Utility – Pipe lines, conduits, ducts, transmission lines, overhead or underground wires, railroads, storm drains, sanitary sewers, irrigation facilities, street lighting, traffic signals, and fire alarm systems, and appurtenances of public utilities and those of private industry, businesses or individuals solely for their own use or use of their customers which are operated or maintained in, on, under, over or across public right-of-way or public or private easement.

#### 13.2 Abbreviations:

AC – Asbestos Cement Pipe

ANSI – American National Standards Institute

ASTM – American Society of Testing Materials

AWWA – American Water Works Association

C – Temperature in degree Celsius

CFS – Cubic Feet Per Second

CI – Cast Iron Pipe

CL – Cement Lined Cast Iron Pipe

DEG - ° - Degree

DGA – Dense Graded Aggregate

DI – Ductile Iron Pipe

DIPS – Ductile Iron Pipe Size

DIW – Ductile Iron Pipe, Wrapped

DPW – Ductile Iron Pipe, Pressure Class 350, Wrapped

DR – Dimension Ratio

DVD – Digital Versatile Disc

SDR – Standard Dimension Ratio

F – Temperature in degree Fahrenheit

FPS - Feet Per Second

FT - ' - Feet

HDPE – High Density Polyethylene Pipe

HTH – Dry Chlorine (Calcium Hypochlorite)

IN-``-Inch

IPS – Iron Pipe Size

KAR – Kentucky Administrative Regulations

KDOW – Kentucky Division of Water

KOSHA – Kentucky Occupational Safety and Health Association

KRS – Kentucky Revised Statutes

KTC – Kentucky Transportation Cabinet

KTCDOH - Kentucky Transportation Cabinet Department of Highways

MJ – Mechanical Joint

MSD – Louisville and Jefferson County Metropolitan Sewer District

MUTCD - Manual on Uniform Traffic Control Devices for Streets and Highways

NFPA – National Fire Protection Association

OSHA – Occupational Safety and Health Administration

PCB – Polychlorinated Biphenyls (toxic chemicals)

PPM – Parts per Million

PSF – Pounds per Square Foot

PSI – Pounds per Square Inch

PVC – Polyvinyl Chloride Pipe

USGS – United States Geological Survey

WQC – Water Quality Certification

% - per cent

 $\widehat{a}$  - at

/ - per

= - equals

#### 13.3 Technical References

#### Section:

- 1.6.1 Federal Highway Administration, Part VI (6) of the Manual on Uniform Traffic Control Devices (MUTCD).
- 1.6.4 Louisville / Jefferson County Metro Government Ordinance: Title VII (7), Traffic Code: Chapter 72 Parking Regulations.
- 1.6.5 KRS-220, 224 Soil Erosion and Sediment Control Jefferson County Ordinance, Chapter 159, Erosion Prevention and Sediment Control
- 1.6.6 Kentucky Division of Water- General Water Quality Certification, Permit #12.
- 2.2 KOSHA 803 KAR 2:300 2:320; 803 KAR 2:240 2:423
- 3.2.4 Recommended Standards for Water Works (Ten States Standards)

- Latest Edition
- 5.3 Blasting Regulations: KRS 351 and KAR 805.
- 6.2.2 PVC Pipe Design and Installation AWWA Manual No. M-23
- 6.2.3 AWWA Standard Specification C 600 Installation of Ductile Iron Water Mains and Their Appurtenances.
- 6.4.1 AWWA Standard Specification C 111 Rubber–Gasket Joints for Ductile Iron Pressure Pipe and Fittings.
   AWWA Standard Specification C 900 Polyvinyl Chloride (PVC) Pressure Pipe, 4"-12" for Water Distribution.
- 6.7.1 AWWA Standard Specification C 105 Polyethylene Encasement for Ductile-Iron Pipe Systems.
- 7.1. ASTM D-1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort.
- 7.4 Kentucky Transportation Cabinet Department of Highways Standard Specification for Road and Bridge Construction.
- 8.2.2 401 KAR 8:150 sections 4 (1) and 4 (2) Disinfection and Filtration.
- 8.4 Louisville Water Company Best Management Practice and Procedures on Chlorinated Water Disposal, December 2001.

#### 14. TECHNICAL DESIGN AND CONSTRUCTION STANDARDS

#### 1 GENERAL DESIGN REQUIREMENTS

- 1.1 The Utility shall establish and maintain Technical Design and Construction Standards for all water main projects reviewed and constructed under the KDOW Plans Review Agreed Order.
- 1.2 The Utility shall ensure that the plans and specifications for each project meet or exceed all Technical Design and Construction Standards.
- 1.3 The Professional Engineer of Record shall ensure the plans and specifications for each project meet or exceed these Technical Design and Construction Standards.

#### 1.4 Hydraulics

- 1.4.1 The utility shall define existing and potential customer peak demand in the hydraulic analysis.
- 1.4.2 The hydraulics analysis shall demonstrate the proposed water main projects can be flushed at least two and one half (2.5) feet per second (fps), while keeping system pressure above twenty (20) pounds per square inch (psi) within the pressure zone of the proposed project.

- 1.4.3 The hydraulic analysis shall demonstrate the proposed water main project maintains thirty (30) psi under peak demand.
- 1.4.4 The hydraulic analysis shall demonstrate that the proposed water main project does not drop ground level pressure in any part of the pressure zone below twenty (20) psi under all conditions of flow.
- 1.4.5 Pressure greater than or equal to thirty (30) psi shall be available on the discharge side of all water meters.

#### 1.5 Hydrants

- 1.5.1 Fire hydrants shall only be installed on new or existing water mains designed to carry fire flows. The water main supplying the hydrant must have a diameter greater than or equal to six (6) inches and provide sufficient capacity to meet the required fire flow. (Louisville Water Technical Specifications Section 9.1)
- 1.5.2 An auxiliary valve shall be installed in all hydrant supply pipes. (Louisville Water Technical Specifications Section 9.1)
- 1.5.3 Hydrant drains shall not be connected to any sanitary sewer, combined sewer, septic tank or subsoil treatment system (hereinafter "non-storm sewer") or any storm sewer or storm drain, and shall be located at a distance greater than ten (10) feet from any non-storm sewer. (Louisville Water Technical Specifications Section 9.2)

#### 1.6 Water Main Valves

- 1.6.1 Water mains shall have a sufficient quantity of valves so that customer inconvenience and sanitary hazards will be minimized during repairs.
- 1.6.2 Urban areas as determined by the Utility shall include a valve spacing distance of less than or equal to five hundred feet (500') for commercial service areas and less than or equal to one thousand feet (1,000') for residential service areas. Valves should be located at roadway intersections where practical.
- 1.6.3 Rural areas as determined by the Utility shall include a valve spacing distance of less than one (1) mile. Valves should be located at roadway intersections where practical.

#### 1.7 Blow-Off or Flushing Connections

- 1.7.1 For water mains that dead end, a fire hydrant or blow-off shall be required at the end of each six (6) inch or larger diameter water main and a flush hydrant or blow-off shall be required at the end of each water main that is less than six (6) inches in diameter.
- 1.7.2 Each blow-off, fire hydrant, or flush hydrant shall be sized so that velocity of greater than or equal to two and one half (2.5) feet per second (fps) can be achieved in the water main served by the blow-off or hydrant during flushing.
- 1.7.3 Flushing devices, blow-offs, or air relief valve shall not be connected to any non-storm sewer or any storm sewer or storm drain, and shall be located at a distance greater than ten (10) feet from any non-storm sewer. Chambers, pits, or manholes containing valves, blow-offs, meters, or other such appurtenances shall not be directly connected to any non-storm sewer or any storm sewer or storm drain. Such chambers, pits, or manholes shall be drained to absorption pits underground or to the surface of the ground where they are not subject to flooding by surface water. (Louisville Water Technical Specifications Section 8.3.2)

#### 1.8 **Air Relief Valves**

- 1.8.1 Air relief valves or hydrants shall be installed at high points in water mains, where air can accumulate. Automatic air relief valves shall not be used in situations where manhole or chamber flooding may occur. (Louisville Water Technical Specifications Section 8.7, 8.7.1 & 8.7.2)
- 1.8.2 The open end of an air relief pipe from automatic valves shall be extended a distance of greater than or equal to one (1) foot above grade and provided with a screened, downward facing elbow or shall be an equivalent standard as determined by the best professional judgment of the Utility. The pipe from a manually operated valve shall be extended to the top of the pit. (Louisville Water Technical Specifications Section 8.7.1 & 8.7.2)

#### 1.9 **Bedding and Backfill**

A continuous and uniform bedding shall be provided in the trench for all buried pipe. Backfill material shall be tamped in layers

around the pipe and to a sufficient height above the pipe to adequately support and protect the pipe. Stones found in the trench shall be removed for a depth greater than or equal to six (6) inches below the bottom of the pipe. (Louisville Water Technical Specifications Section 7.1)

#### 1.10 **Minimum Depth**

All water mains shall be covered to a depth equal to or greater than forty-two (42) inches to prevent freezing. (Louisville Water Technical Specifications Section 7.1)

#### 1.11 Thrust Blocks

All valves, tees, bends, plugs, and hydrants shall be provided with reaction blocking, tie rods, or joints designed to prevent movement. (Louisville Water Technical Specifications Section 6.14 & 9.1)

#### 1.12 Disinfection and Coliform Monitoring

- 1.12.1 New or relocated water mains shall be thoroughly disinfected in accordance with 401 KAR Chapter 8:150 Section 4 (1) upon completion of construction and before being placed into service. To disinfect the new or relocated water mains, the Utility shall use chlorine or chlorine compounds (disinfectants) in such amounts as to produce an initial disinfectant concentration of at least fifty (50) ppm and a residual disinfection of greater than or equal to twenty-five (25) ppm at the end of twenty-four (24) hours. Follow the water main disinfection with thorough flushing and place the water main into service if, and only if, coliform monitoring applicable to the water main does not show the presence of coliform. If coliform is detected, repeat flushing of the water main and coliform monitoring. If coliform is still detected, repeat disinfection and flushing as if the water main has never been disinfected. Continue the described process until monitoring does not show the presence of coliform. (Louisville Water Technical Specifications Section 8.2.2 & 8.6)
- 1.12.2 The presence or absence of total coliform monitored by sampling and analysis shall be determined for the new or relocated water main(s) as needed. Take samples at connection points to existing water mains at one (1) mile intervals and at dead ends, without omitting any branch of the new or relocated water main. Sample bottles shall be clearly

- identified as "special" construction tests. (Louisville Water Technical Specifications Section 8.6)
- 1.12.3 For new construction projects, the distribution system, using the most expedient method, shall maintain coliform test results. (Louisville Water Technical Specifications Section 8.6)
- 1.12.4 Chlorinated water resulting from disinfection of project components shall be disposed in a manner which will not violate 401 KAR 5:031. (Louisville Water Technical Specifications Section 8.4)

#### 1.13 Pressure Testing and Leak Detection

The presence or absence of leaks monitored by physical testing shall be determined in all types of installed pipe as needed. Pressure testing and leakage testing shall be in accordance with the latest edition of AWWA Standard C600. (Louisville Water Technical Specifications Section 8.5)

#### 1.14 Water Main Construction and Material Standards

- 1.14.1 Installation of water mains and appurtenances shall meet or exceed AWWA standards or manufacturer recommendations.
- 1.14.2 Pipes, fittings, valves, fire hydrants, and appurtenances shall meet or exceed the latest standards issued by the AWWA, ASTM, or NSF (if such standards exist). PVC and Polyethylene piping used must be certified to ANSI/NSF Standard 61.

#### 1.15 Sewer Crossings and Separation

- 1.15.1 For the purpose of this standard, "non-storm sewer" is defined as any of the following: sanitary sewer, combined sewer, septic tank, or subsoil treatment system. (Louisville Water Technical Specifications Section 3.1.4)
- 1.15.2 Water mains shall be laid a horizontal distance of greater than or equal to ten (10) feet horizontally from any existing or proposed non-storm sewer. The horizontal distance shall be measured from outside diameter of the water main to outside diameter of the non-storm sewer. (Louisville Water Technical Specifications Section 3.1.4)

- 1.15.3 In cases where the Utility determines it is not practical to maintain a ten (10) foot separation, water mains may be installed closer to a non-storm sewer provided that a variance is obtained from the Cabinet's Division of Water and maintained with the project records. (Louisville Water Technical Specifications Section 3.1.4)
- 1.15.4 No deviation from the ten (10) foot separation is allowed if the non-storm sewer is a force main (sewer under pressure). (Louisville Water Technical Specifications Section 3.1.4)
- 1.15.5 When water mains and non-storm sewers cross:
- 1.15.5.1 Water mains shall be laid such that there shall be a vertical distance of greater than or equal to eighteen (18) inches between the water main and non-storm sewer. The vertical distance shall be measured from the outside diameter of the water main to the outside diameter of the non-storm sewer line. (Louisville Water Technical Specifications Section 3.1.4)
- 1.15.5.2 One (1) full length of the water pipe shall be located so that both joints of the water pipe will be as far from the non-storm sewer as practical as determined by the Utility.

  (Louisville Water Technical Specifications Section 3.1.4)
- 1.15.5.3 Special structural support for the water and non-storm sewer may be required.

(Louisville Water Technical Specifications Section 3.1.4)

1.15.6 No water pipe shall pass through or come in contact with any part of a non-storm sewer manhole. (Louisville Water Technical Specifications Section 3.1.4)

#### 1.16 Water Mains Near Areas with Organic Contamination

If water mains are installed or replaced in areas of organic contamination or in areas within two hundred (200) feet of underground or petroleum storage tanks, ductile iron or other non-permeable materials shall be used in all portions of the water main installation or replacement. (Louisville Water Technical Specifications Section 5.5.6)

#### 1.17 Asbestos-Cement Pipe (Transite Pipe)

If the existing water main to be tapped is asbestos-cement pipe, then

the contractor shall conform to OSHA regulations governing the handling of hazardous waste during the process of tapping the asbestos-cement pipe. Pieces of asbestos-cement pipe resulting from the tap shall be double bagged, placed in a rigid container, and disposed of in an approved landfill. (Louisville Water Technical Specifications Section 6.7)

#### 1.18 **Subfluvial Pipe Crossings**

- 1.18.1 For subfluvial pipe crossings, a floodplain construction permit will not be required pursuant to KRS 151.250 if the following requirements of 401 KAR 4:050 Section 2 are met:
- 1.18.1.1 No material may be placed in the stream or in the flood plain of the stream to form construction pads, coffer dams, access roads, etc. during construction of pipe crossings.
- 1.18.1.2 Crossing trenches shall be backfilled as closely as possible to the original contour.
- 1.18.1.3 All excess material resulting from construction displacement in a crossing trench shall be disposed of outside the flood plain.
- 1.18.1.4 For erodible channels, there shall be at least thirty (30) inches of backfill on top of all pipe or conduit points in the crossing.
- 1.18.1.5 For nonerodible channels, pipes or conduits in the crossing shall be encased on all sides by at least six (6) inches of concrete with all pipe or conduit points in the crossing at least six (6) inches below the original contour of the channel.

(Louisville Water Technical Specifications Section 1.3.6)

- 1.18.2 For subfluvial pipe crossings greater than fifteen (15) feet in width:
- 1.18.2.1 The pipe shall be of special construction having flexible, restrained, or welded watertight joints, and
- 1.18.2.2 Valves shall be provided at both ends of water crossings so that the section can be isolated for testing or repair. Valves shall be easily accessible and not be subject to flooding.

1.18.2.3 Permanent taps or other provisions to allow insertion of a small meter to determine leakage and obtain water samples shall be made on each side of the valve closest to the supply source. (Louisville Water Technical Specifications Section 1.3.6)

#### 1.19 Cross Connections

Cross connections shall not be allowed in accordance with 401 KAR 8:020. 401 KAR 8:020 (2) Cross-connections prohibited. All cross-connections shall be prohibited. The use of automatic devices, such as reduced pressure zone back flow preventers and vacuum breakers, may be approved by the cabinet in lieu of proper air gap separation. A combination of air gap separation and automatic devices shall be required if determined by the cabinet to be necessary due to the degree of hazard to public health. Every public water system shall determine if or where cross-connections exist and shall immediately eliminate them.

#### 1.20 Project Approvals, Record Retention and Management requirements and stipulations under this Agreed Order are as follows:

- 1.20.1.1 All water main projects reviewed by the Utility require the preparation of plans and specifications stamped by a licensed Kentucky Professional Engineer (P.E.) who shall be the Engineer of Record for an individual project.
- 1.20.1.2 All water main projects submitted to the Utility for review shall be documented as reviewed and approved or denied by the Utility's Designated Plans Reviewer for the project.
- 1.20.1.3 All water main projects that the Utility designs internally or has designed by a contractor shall include plans and specifications stamped by a licensed Kentucky Professional Engineer (P.E.) who shall be the Engineer of Record for an individual project, and shall be reviewed and approved or denied by the Utility's Designated Plans Reviewer for the project.
- 1.20.1.4 All revisions to water main project plans previously approved by the Utility under the coverage of this Agreed Order shall be reviewed and approved or denied by the Utility's Designated Plans Reviewer for the project.

- 1.20.1.5 During construction, a set of Utility approved plans and specifications shall be available at the job site at all times. All work shall be performed in accordance with the Utility approved plans and specifications.
- 1.20.1.6 The Utility shall certify the water main projects has been constructed and tested in accordance with the approved plans and specifications. The Utility shall document and maintain a record of the certification of the project consistent with the recordkeeping requirements as stated in the Agreed Order.
- 1.20.1.7 The Utility shall define a project approval period not to exceed twelve (12) months, during which time the project construction shall begin.
- 1.20.1.8 Coverage under this Agreed Order does not relieve the Utility from the responsibility of obtaining any other approvals, permits, licenses required by the Cabinet and other state, federal and local agencies.
- 1.20.1.9 Project files and documentation, including water main project plans, location map, engineering calculations, and hydraulic information demonstrating regulatory compliance shall be retained for a period of not less than five (5) years from the completion of the project (in-service date).

#### 2 Qualifications for Cabinet's Division of Water Agreed Order Projects

- 2.1 The Cabinet's Division of Water Agreed Order Projects will be limited to projects that meet the criteria identified in this section. Projects not meeting these qualifications shall be submitted to the Cabinet's Division of Water for review and approval.
  - 2.1.1 The water system shall have a valid Agreed Order.
  - 2.1.2 Projects with an overall length less than ten thousand (10,000) contiguous feet shall qualify. Two (2) or more adjoining projects shall be considered one (1) project for the purposes of this requirement.
  - 2.1.3 Projects consisting of water mains greater than or equal to three (3) inches in diameter or less than or equal to twelve (12) inches in diameter shall qualify. Additionally, circulating two (2) inch water main projects of less than five hundred (500) feet shall qualify if future extension from the line will

- not occur and if the Utility determines that the two (2) inch line will benefit the overall system hydraulics and / or drinking water quality.
- 2.1.4 Projects qualifying for review and approval by the Utility may include water main projects with valves and / or hydrants as part of the design. However, projects, including those less than ten thousand (10,000) total linear feet, that include new construction or installation of treatment plants, storage tanks, chemical or pressure booster pumping stations, shall be reviewed by the Cabinet for final determination.
- 2.1.5 The water demand for the project shall not cause the Utility to exceed eighty-five (85) % of its rated or operational design capacity.
- 2.1.6 Projects funded in part or in full by the State Revolving Fund (SRF) or Congressional Special Appropriation Grants (SPAP) shall not qualify for review and approval by the Utility under the terms and conditions of this Agreed Order.
- 2.1.7 Projects under the jurisdiction of any regulating agency or funding agency other than the Kentucky Division of Water (external agencies), which in any way conflict with any regulatory process or funding process of these external agencies, shall not qualify for review and approval by the Utility under the terms and conditions of this Agreed Order.
- 2.1.8 The Utility is not authorized to approve any project that impacts any outstanding state resource water, outstanding national resource water, exceptional water, or cold water aquatic habitat as specified by 401 KAR Chapter 10.
- 2.1.9 Upon completion, projects shall meet all drinking water quality standards as set forth in 401 KAR Chapter 8.
- 2.1.10 The project meets all of the Technical Design and Construction Standards of the Cabinet's Division of Water Agreed Order and does not require any variances or deviations from the Technical Design and Construction Standards of the Cabinet's Division of Water Agreed Order.

#### APPENDIX OF STANDARD DRAWINGS FOR 4" – 20" PIPELINE CONSTRUCTION

Drawing Number	
4501	Section 1: General Requirements Creek Crossings with Concrete Cap (Sect. 1.3.5)
1000 3600	Section 3: Site Typical Utility Location Profiles (Sect.3.1) Typical Temporary Service from Fire Hydrant (Sect. 3.4.4 & 3.4.4.1)
1500 1400 1200	Section 6: Installation Steel Casing Pipe and Casing Runners (Sect. 6.3) Typical Cast-in-Place Thrust Anchors (Sect. 6.8 & 6.15) A-C Methods for Installing and Restoring Polyethylene Wrap (Sect. 6.9)
4300	Section 7: Backfilling Procedures and Tamping Common Backfill and Lawn Restoration (Sect. 7.1, 7.4, 7.5, 7.6 & 11.6)
1601 1602 1603	Section 8: Placing Water Main In Service Typical 2" Blow-off and Flushing Connection (Sect. 8.3.2) Typical 1" Manual Air Valve (For mains up to 20") (Sect. 8.3.2, 8.7 & 8.7.2) Typical Combined 2" Automatic and Manual Air Valve (For mains 16" and larger) (Sect. 8.3.2, 8.7 & 8.7.1)
1608	Leak Detection By-Pass Meter for Underwater Crossings (Sect. 1.3.6 & 8.8)
2000	Section 9: Fire Hydrant Typical Fire Hydrant Installation (Sect. 9)
3804 3002 3003	Section 10: Service Work  Method for Tapping Polyethylene Encased Pipe (Sect. 10.3.1)  Typical Copper Service 1" and Smaller (Sect. 10.3, 10.3.1, 10.3.2 & 10.6)  Typical 1" Copper Service with Pressure Reducing Valve (Sect. 10.3, 10.3.1, 10.3.2, 10.5 & 10.7)
3004	Typical 3/4" Copper Service with Pressure Reducing Valve (Sect.10.3, 10.3.1, 10.3.2, 10.6 & 10.7)
3400	Typical Double 1" Domestic/Irrigation Copper Service (Sect. 10.3, 10.3.1, 10.3.2)
3401	Typical Double Domestic/Irrigation 1" Copper Service With Pressure Reducing Valve (Sect. 10.3, 10.3.1, 10.3.2, 10.6 & 10.7)
3403	Typical 3/4" Irrigation Retro Fit Copper Service (Sect. 10.3, 10.3.1, 10.3.2, & 10.6)
3404	Typical 1" Tandem 2-Way Domestic Copper Service (Sect. 10.3, 10.3.1, 10.3.2, & 10.6)
3420	Typical 1" 3-Way Domestic Copper Service (Sect. 10.3, 10.3.1, 10.3.2, & 10.6)

3430	Typical 1" 4-Way Domestic Copper Service (Sect. 10.3, 10.3.1, 10.3.2, & 10.6)
3200	Typical 1-1/2" or 2" Copper Service (Sect. 10.3, 10.3.1, 10.3.2, & 10.6)
3202	Typical 1-1/2" or 2" Copper Service with Pressure Reducing Valve (Sect. 10.3, 10.3.1, 10.3.2, 10.6 & 10.7)
3203A	Typical Ductile Iron Domestic Service 4"x3" (Sect. 10.4, 10.4.1, 10.4.2, & 10.6)
3203	Typical Ductile Iron Domestic Service 4" and Larger (Sect. 10.4, 10.4.1, 10.4.2, & 10.6)
3601	Typical Fire Protection Service 4" and Larger (Sect. 10.4, 10.4.1, 10.4.2, & 10.6)
3440	Relocate Service (Sect. 10.9)
3441	Renew Service (Sect. 10.10, 10.11)
3442	Transfer Service (Sect.10.16) and Discontinue Service (Sect.10.17)
3805	Service Sleeve Installation Detail (Sect.10)
	Section 11: Restoration
4000	State of Kentucky Backfill and Paving Restoration (Sect. 11)
4100	Metro Louisville/Jefferson County Backfill and Paving Restoration (Sect. 11)
4400	Sidewalk/Backfill Detail (Sect. 11)
4410	Concrete Curb and Gutter Restoration Detail (Sect. 11.4)
4600	Other:
4600	Typical Master Meter Detail
5005	Valve Status Marker

MINIMUM 5,-0,,

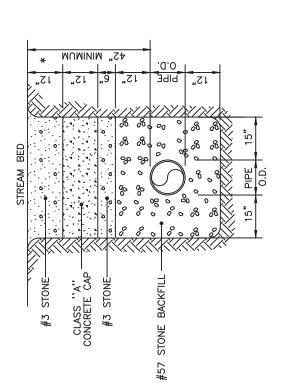
TOP OF BANK-

5'-0" MINIMUM

PAY LIMITS

\*THE TOP 12" TO BE #3 STONE OR OTHER SELECT MATERIAL APPROVED BY THE KENTUCKY DIVISION OF WATER.

## TYPICAL SECTION



42" MINIMUM

#3 STONE ... ... ... ...

15,,

FLOWLINE

"A" CONCRETE CAP

CLASS

ا5"

1,91 ا5"

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8 %

o O 000

STONE BACKFILL

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#57 STONE BACKFILL

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## TYPICAL PROFILE

COMPLY WITH SECTION 1.3.5, SOIL EROSION AND SEDIMENT CONTROL <del>.</del>:

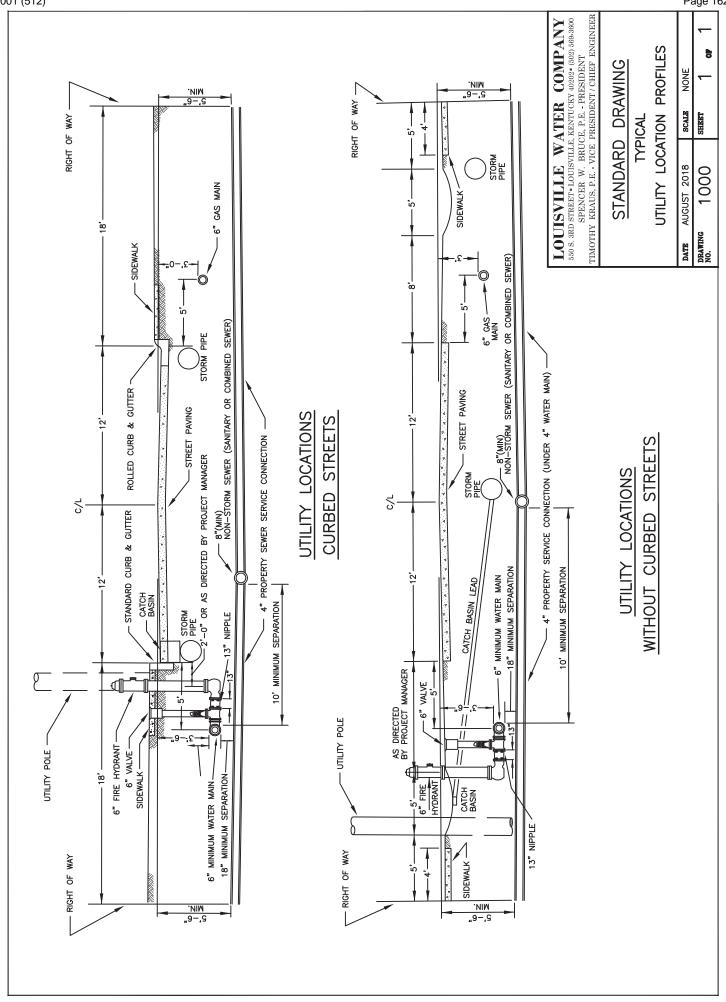
STREAM CROSSING CONDITIONS

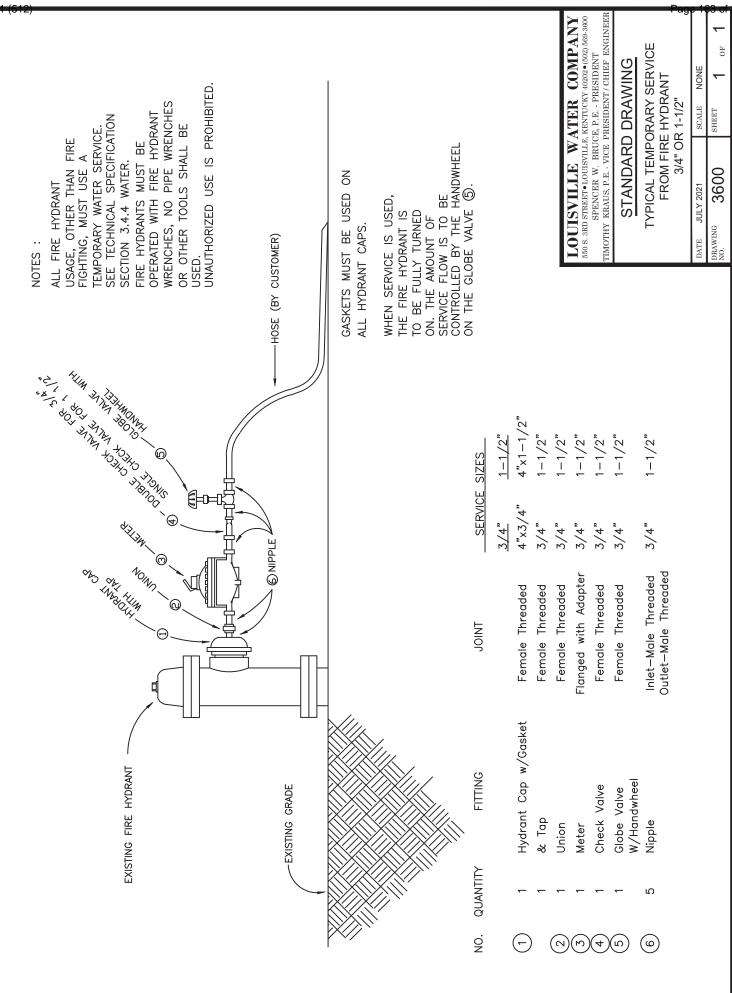
- THIS DETAIL APPLIES ONLY TO BLUE-LINE STREAMS, AS SHOWN ON THE PERTINENT USGS QUADRANGLE MAP. 7
- BEST MANAGEMENT CONSTRUCTION PRACTICES MUST BE USED AT ALL TIMES DURING CONSTRUCTION. ADEQUATE SILT CONTROL MUST BE PLACED PRIOR TO THE START OF CONSTRUCTION AND MAINTAINED UNTIL VEGETATION IS ESTABLISHED. ĸ,
- REVEGETATE ALL DISTURBED GRASSY AREAS ON THE STREAM SLOPES. SOD STAKES MAY BE REQUIRED TO SECURE SOD ON THE STREAM BANKS. 4.
- MAINTAIN AT LEAST 3.5' OF BACKFILL AT THE STREAM CROSSING FROM THE TOP OF PIPE TO THE ORIGINAL STREAM BED ELEVATION. Š.
- OBTAIN APPROVAL FROM THE METROPOLITAN SEWER DISTRICT PRIOR TO THE START OF THE STREAM CROSSING WHEN CONSTRUCTION IS UNDER THEIR JURISDICTION. ė.
- THRUST BLOCKING SHALL BE CONSTRUCTED AT ALL BENDS. 7

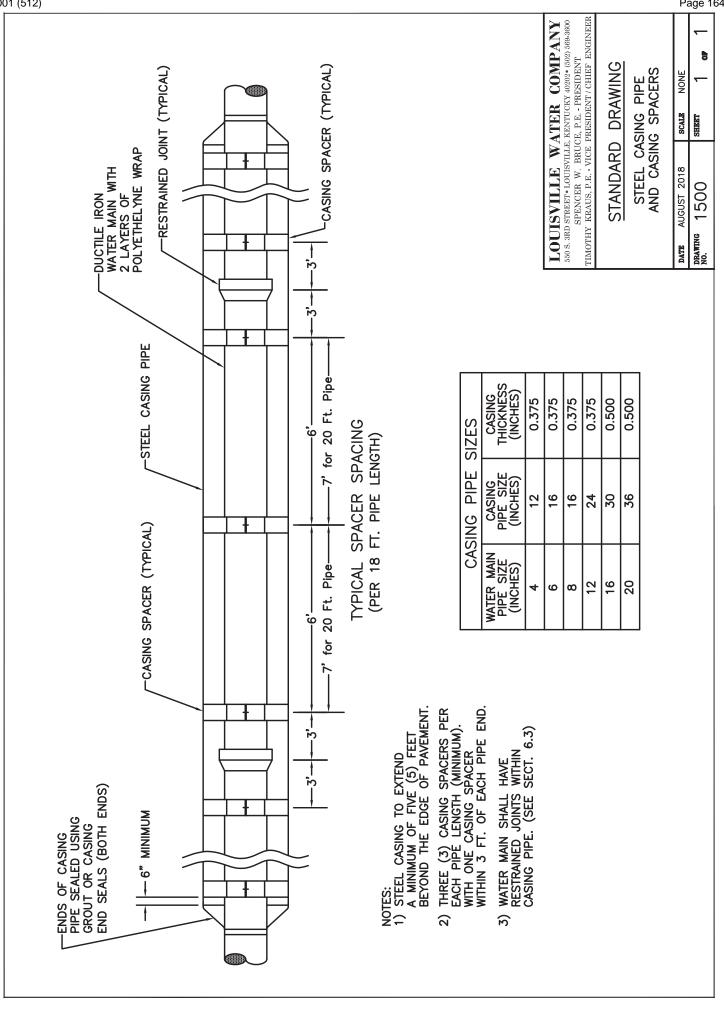
### 550 S. 3RD STREET. LOUISVILLE, KENTUCKY 40202 (502) 569-3600 SPENCER W. BRUCE, P.E. PRESIDENT TIMOTHY KRAUS, P.E. - VICE PRESIDENT / CHIEF ENGINEER COMPANY WATER **LOUISVILLE**

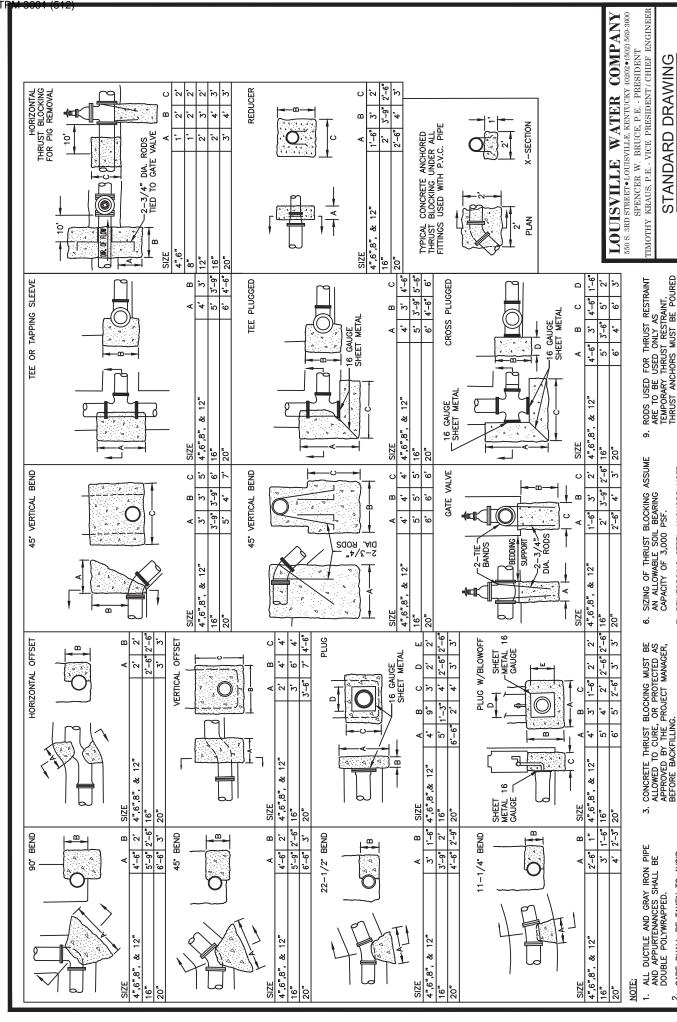
#### STANDARD DRAWING WITH CONCRETE CAP CREEK CROSSING

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DATE	DRAWING NO.









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REINFORCING STEEL ANCHORS USED IN THRUST BLOCKING SHALL BE GRADE 60 AND EPOXY COATED.

ALL CONCRETE SHALL BE 3,500psi FROM A COMMERCIAL PLANT, OR SHALL BE AN ON-SITE MIXTURE PREVIOUSLY APPROVED BY THE PROJECT MANAGER.

CARE SHALL BE TAKEN TO AVOID DAMAGING POLYWRAP. ANY DAMAGE OR TORN POLYETHYLENE WRAP MUST BE REPARED WITH POLYETHYLENE TAPE AND ADDITONAL POLYETHYLENE WRAP IF NECESSARY TO PROVIDE TWO (2) LAYERS OF PROTECTION.

'n

THE COMPANY'S PROJECT MANAGER OR INSPECTOR.

ALL FITTINGS INVOLVED WITH PVC PIPE SHALL HAVE A CONCRETE SUPPORT BLOCK, IN ADDITION TO THE PERTINENT THRUST BLOCK.

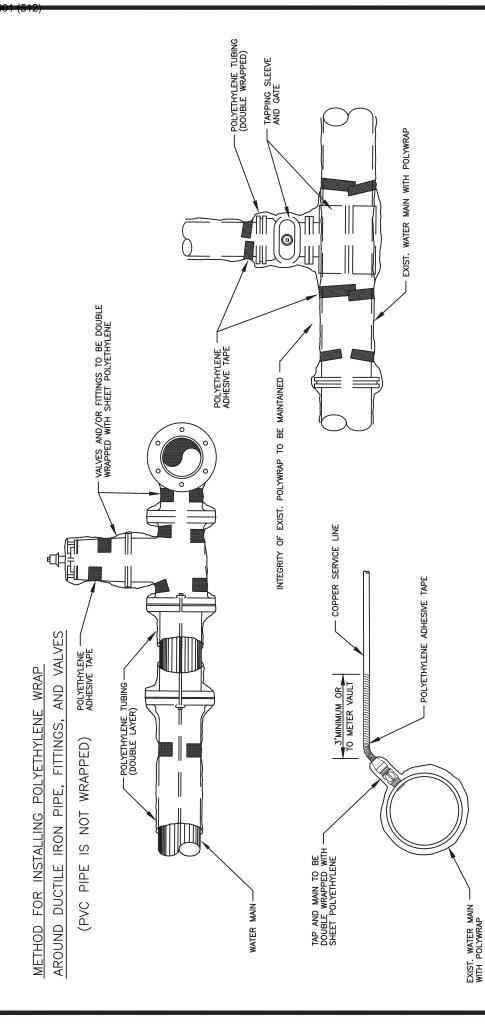
ń.

CONCRETE FOR THRUST BLOCKING MUST EXTEND TO AND BE PLACED AGAINST UNDISTURBED EARTH UNLESS DIRECTED OTHERWISE BY

ARE TO BE USED ONLY AS TEMPORARY THRUST RESTRAINT.
TEMPORARY THRUST RESTRAINT.
THRUST ANCHORS MUST BE POURED FOR ALL FITTINGS AS DETAILED IN THIS DRAWING. MECHANICAL RESTRAINT MAY BE USED IN PLACE OF RODS AT THE DISCRETION OF THE COMPANY'S PROJECT MANAGER.

## CONCRETE THRUST BLOCKING STANDARD DRAWING TYPICAL CAST-IN-PLACE

	OF
NONE	_
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# **LOUISVILLE WATER COMPANY**

550 S. 3RD STREET. LOUISVILLE, KENTUCKY 40202 (502) 569-3600 SPENCER W. BRUCE, P.E. PRESIDENT TIMOTHY KRAUS, P.E. - VICE PRESIDENT / CHIEF ENGINEER

## STANDARD DRAWING

INSTALLING AND RESTORING POLYETHYLENE WRAP METHODS FOR

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NONE	_
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MAY 2021	DRAWING 1200-A

## WHEN TAPPING WATER MAINS POLYETHELENE WRAP

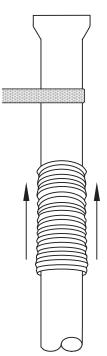
METHOD FOR RESTORING

NOTES:

1) ANY DAMAGE OR TORN
POLYETHYLENE WRAP MUST
BE REPAIRED WITH
POLYETHYLENE ADHESIVE
TAPE AND ADDITIONAL
POLYETHYLENE WRAP IF
NECESSARY TO PROVIDE TWO
(2) LAYERS OF PROTECTION.

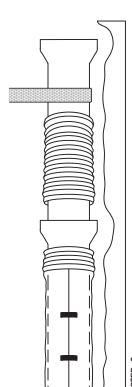
2) PIPE SHALL NOT BE WRAPPED FOR MORE THAN FIVE (5) DAYS IN ADVANCE OF PLACEMENT INTO THE TRENCH.

3) ALL DUCTILE IRON TEES, VALUES AND FITINGS ON PVC PIPE SHALL BE DOUBLE WRAPPED WITH POLYTEHYTENE AND ENDS FASTENED SECURELY ON PVC PIPE.



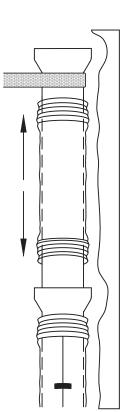
STEP 1.

CUT A SECTION OF POLYETHYLENE TUBE APPROXIMATELY TWO FEET LONGER THAN THE PIPE SECTION. REMOVE ALL LUMPS OF CLAY, MUD, CINDERS, OR OTHER WATERAL THAT MIGHT HAVE ACCUMULATED ON THE PIPE SURFACE DURING STORAGE, SLIP THE POLYETHYLENE TUBE AROUND THE PIPE, STARTING AT THE SPIGOT END. BUNCH THE TUBE ACCORDAN-FASHION ON THE END OF THE PIPE. PULL BACK THE OVERHANGING END OF THE TUBE UNTIL IT CLEARS THE PIPE END.



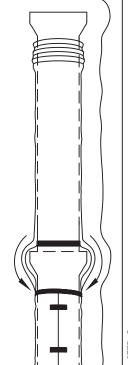
STEP 2.

DIG A SHALLOW BELL HOLE IN THE TRENCH BOTTOM AT THE JOINT LOCATION TO FACILITATE INSTALLATION OF THE POLYETHYLENE TUBE. LOWER THE PIPE INTO THE TRENCH AND MAKE UP THE PIPE JOINT WITH THE PRECEDING SECTION OF PIPE.



MOVE THE CABLE TO THE BELL END OF THE PIPE AND LIFT THE PIPE SLIGHTLY TO PROVIDE ENOUGH CLEARANCE TO EASILY SLIDE THE TUBE. SPREAD THE TUBE OVER THE ENTIRE BARREL OF THE PIPE: MAKE SURE THAT NO DIRT OR THE BEDDING MATERIAL BECOMES TRAPPED BETWEEN THE WRAP AND THE PIPE. STEP

MAKE THE OVERLAP OF THE POLYETHYLENE TUBE BY PULLING BACK THE BUNCHED POLYETHYLENE FROM THE PRECEDING LENGTH OF PIPE AND SECURING IT IN PLACE. NOTE: THE POLYETHYLENE MAY BE SECURED IN PLACE BY USING POLYTAPE. STEP



OVERLAP THE SECURED TUBE END WITH THE TUBE END OF THE NEW PIPE SECTION. SECURE THE NEW TUBE END IN PLACE WITH POLYTAPE. STEP







TAKE UP THE SLACK IN THE TUBE ALONG THE BARREL OF THE PIPE TO MAKE A SNUG, BUT NOT TIGHT, FIT. FOLD EXCESS POLYETHYLENE BACK OVER THE TOP OF THE PIPE AND SECURE WITH POLYTAPE. STEP 6.

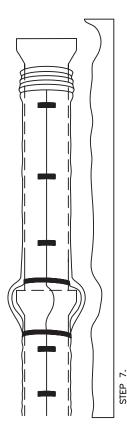
## WATER **LOUISVILLE**

550 S. 3RD STREET  $\bullet$  LOUISVILLE, KENTUCKY 40202  $\bullet$  (502) 569-3600 SPENCER W. BRUCE, P.E. - PRESIDENT COMPANY

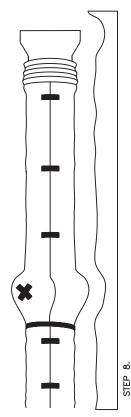
## TIMOTHY KRAUS, P.E. - VICE PRESIDENT / CHIEF ENGINEER STANDARD DRAWING

INSTALLING AND RESTORING POLYETHYLENE WRAP METHODS FOR

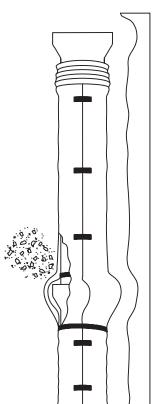
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SECURE THE FOLD AT SEVERAL LOCATIONS ALONG THE PIPE BARREL (APPROXIMATELY EVERY THREE FEET) WITH POLYTAPE.



REPAIR S. S. TEARS, OR OTHER TUBE DAMAGE WITH ADHESIVE TAPE. IF THE POLYETHYLENE IS BADLY DAMAGED, REPAIR THE DAMAGED AREA WITH A SHEET OF POLYETHYLENE AND SEAL THE EDGES OF THE REPAIR WITH POLYTAPE.



STEP 9.

CAREFULLY BACKFILL THE PIPE ACCORDING TO LOUISVILLE WATER COMPANY'S TECHNICAL SPECIFICATIONS AND STANDARD DRAWINGS FOR 4-20" PIPELINE CONSTRURCTION, SECTION 7, BACKFILLING PROCEDURE AND TAMPING. TO PREVENT DAMAGE DURING BACKFILLING, ALLOW ADEQUATE SLACK IN THE TUBE AT THE JOINT. BACKFILL SHOULD BE FREE OF CINDERS, ROCKS, BOULDERS, NAILS, STICKS, OR OTHER MATERIALS THAT MIGHT DAMAGE THE POLYETHYLENE. AVOID DAMAGING THE POLYETHYLENE. AVOID DAMAGING THE

# TABLE FOR MINIMUM FLATTENED POLYETHYLENE TUBE WIDTHS

RECOMMENDED POLYETHYLENE FLAT TUBE WIDTH (INCHES)	4448884 444098
NOMINAL PIPE SIZE (INCHES)	4 9 8 7 1 5 0 5 0 5 0 5 0 5 0 5 0 5 0 5 0 5 0 5

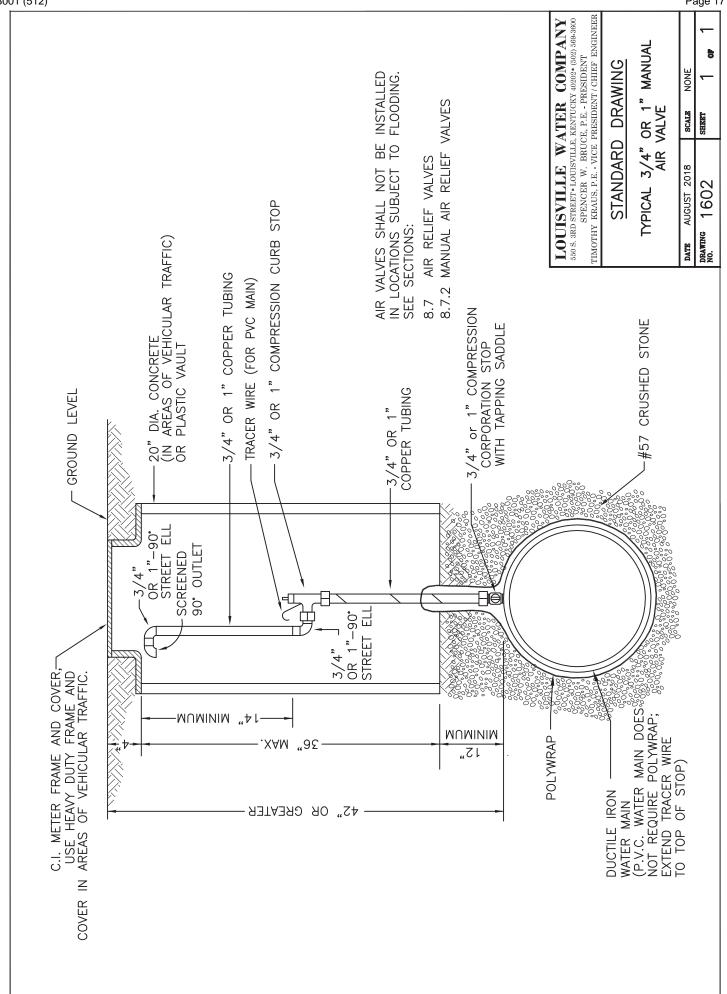
## LOUISVILLE WATER COMPANY 550 S. 3RD STREET • LOUISVILLE, KENTUCKY 40202 • (502) 569-3800

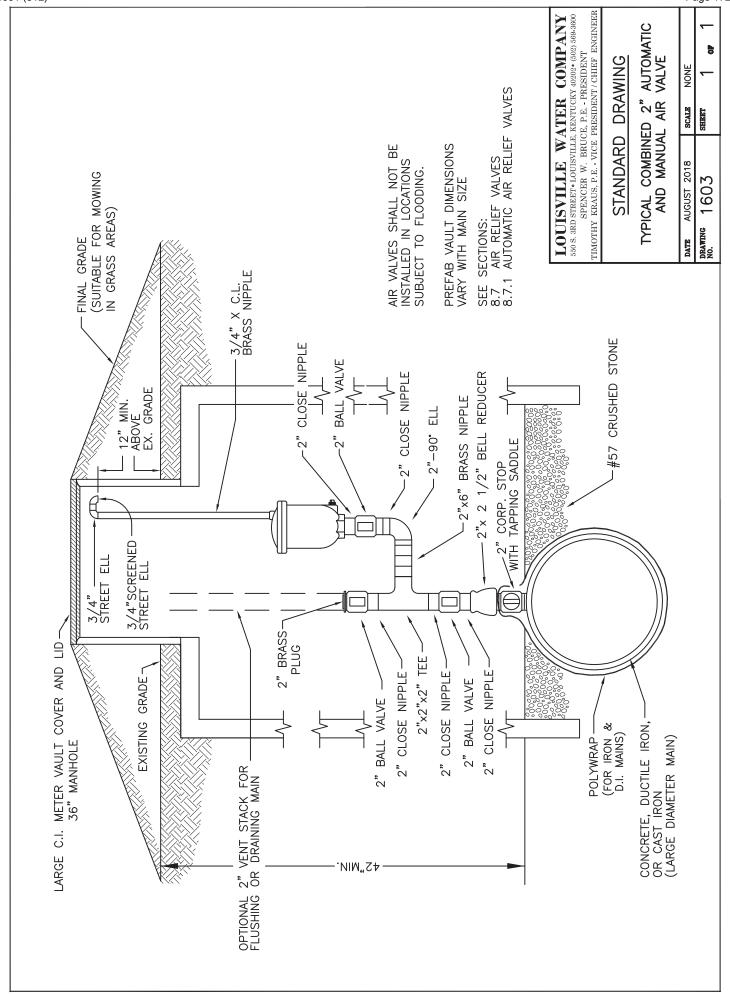
550 S. 3RD STREET\*LOUISVILLE, KENTUCKY 40202\*(502) 569-3600
SPENCER W. BRUCE, P. E. - PRESIDENT
TIMOTHY KRAUS, P. E. - VICE PRESIDENT / CHIEF ENGINEER

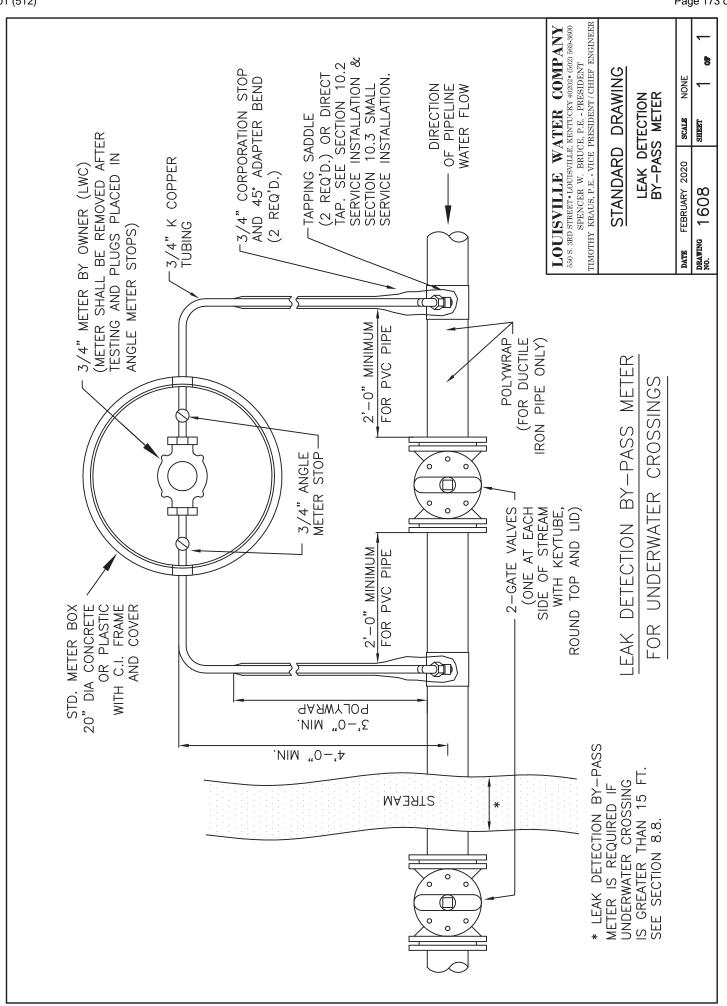
STANDARD DRAWING

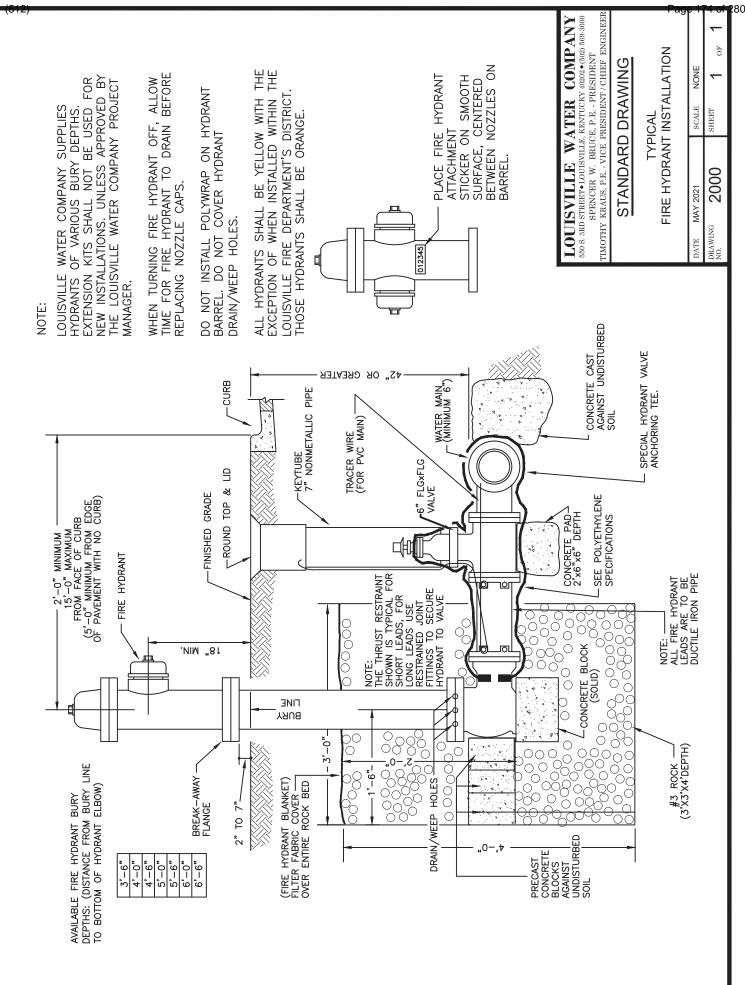
METHODS FOR
INSTALLING AND RESTORING
POLYETHYLENE WRAP

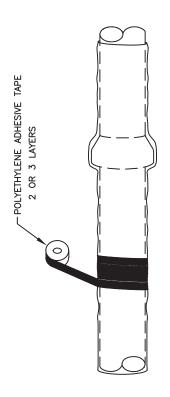
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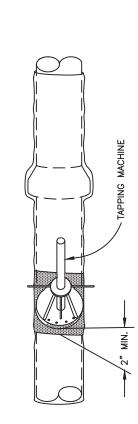


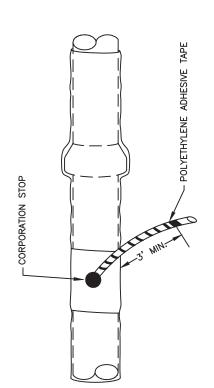












OPENINGS FOR BRANCHES, SERVICE TAPS, BLOW OFFS, AIR VALVES, AND SIMILAR APPURTENANCES SHALL BE MADE BY:

- 1.) WRAPPING 2 OR 3 LAYERS OF POLYETHYLENE ADHESIVE TAPE COMPLETELY AROUND THE PIPE TO COVER THE AREA WHERE THE TAPPING MACHINE AND CHAIN WILL BE MOUNTED, EXTENDING A MINIMUM OF 2" BEYOND THE MOUNTING SURFACE.
- 2.) MOUNT THE TAPPING MACHINE ON THE PIPE AREA COVERED BY THE TAPE. MAKE THE TAP AND INSTALL THE CORPORATION STOP DIRECTLY THROUGH THE TAPE AND POLYETHYLENE.
- 3.) INSPECT THE ENTIRE CIRCUMFERENTIAL AREA FOR DAMAGE AND MAKE ANY NECESSARY REPAIRS WITH TAPE.
- 4.)ON HOUSE SERVICES, TO MINIMIZE THE POSSIBILITY OF DISSIMILAR METAL CORROSION AT SERVICE CONNECTIONS, WRAP THE CORPORATION STOP AND A MINIMUM CLEAR DISTANCE OF THREE (3) FEET OF THE COPPER SERVICE WITH POLYETHYLENE ADHESIVE TAPE.
- 5.) SEE SECTION 10.3.1 & 10.4.1

## 550 S. 3RD STREET $\bullet$ LOUISVILLE, KENTUCKY 40202 $\bullet$ (502) 569-3600 SPENCER W. BRUCE, P.E. - PRESIDENT **LOUISVILLE WATER COMPANY**

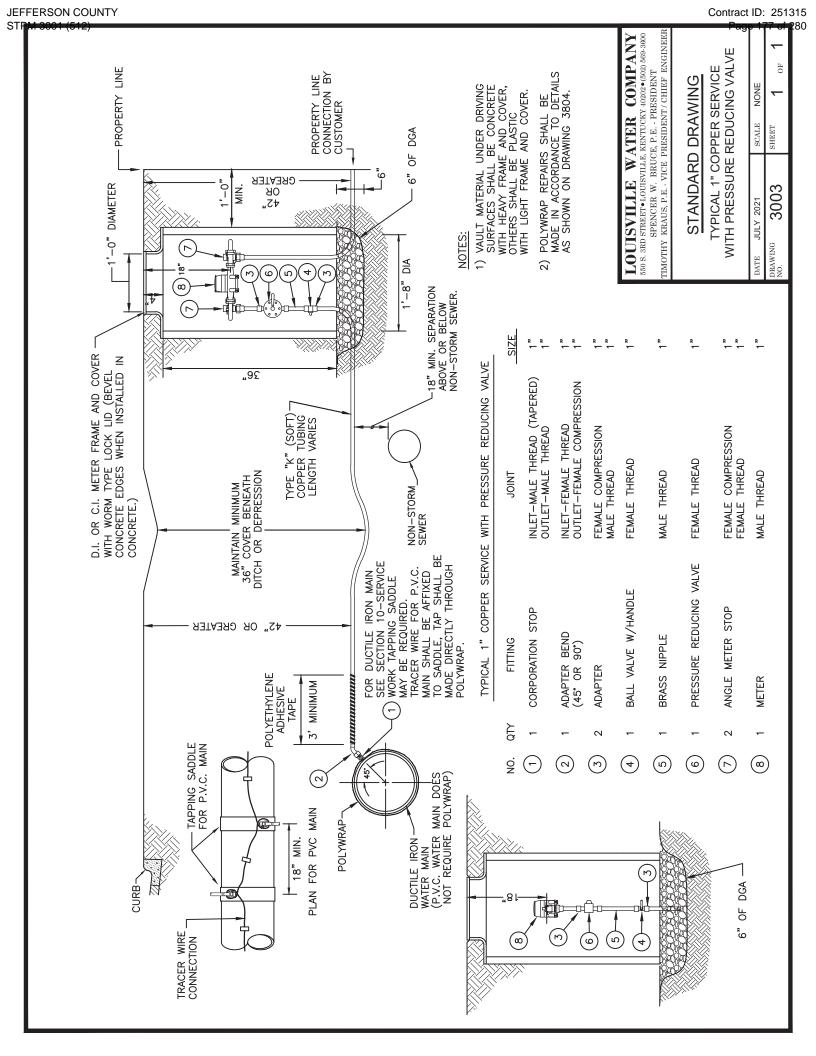
TIMOTHY KRAUS, P.E. - VICE PRESIDENT / CHIEF ENGINEER STANDARD DRAWING METHOD FOR

TAPPING POLYETHYLENE

**ENCASED PIPE** 

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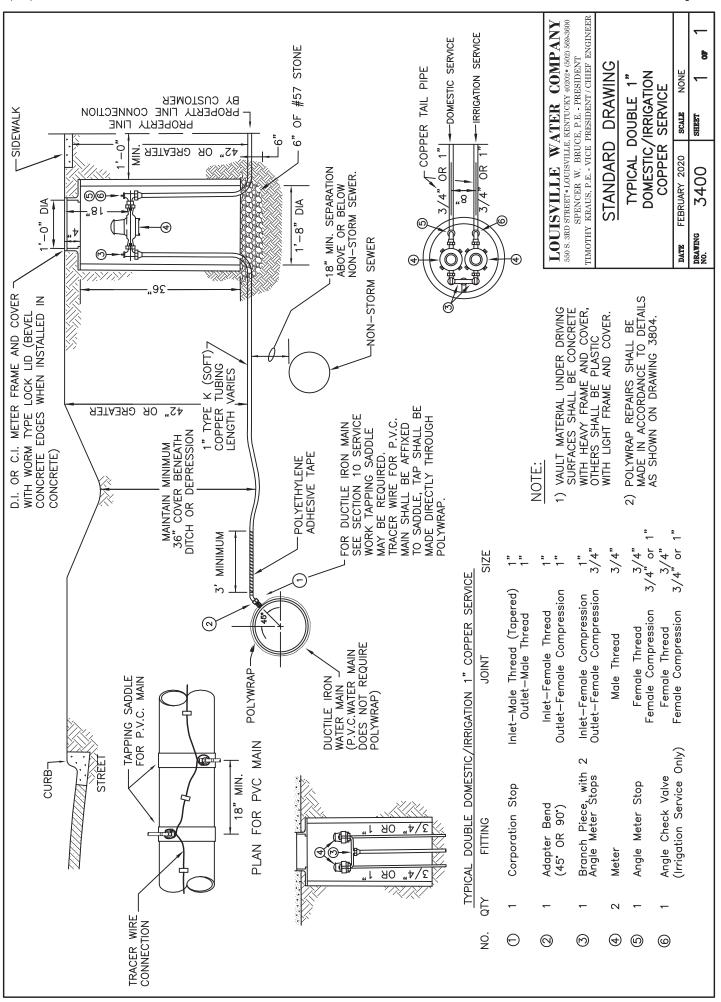
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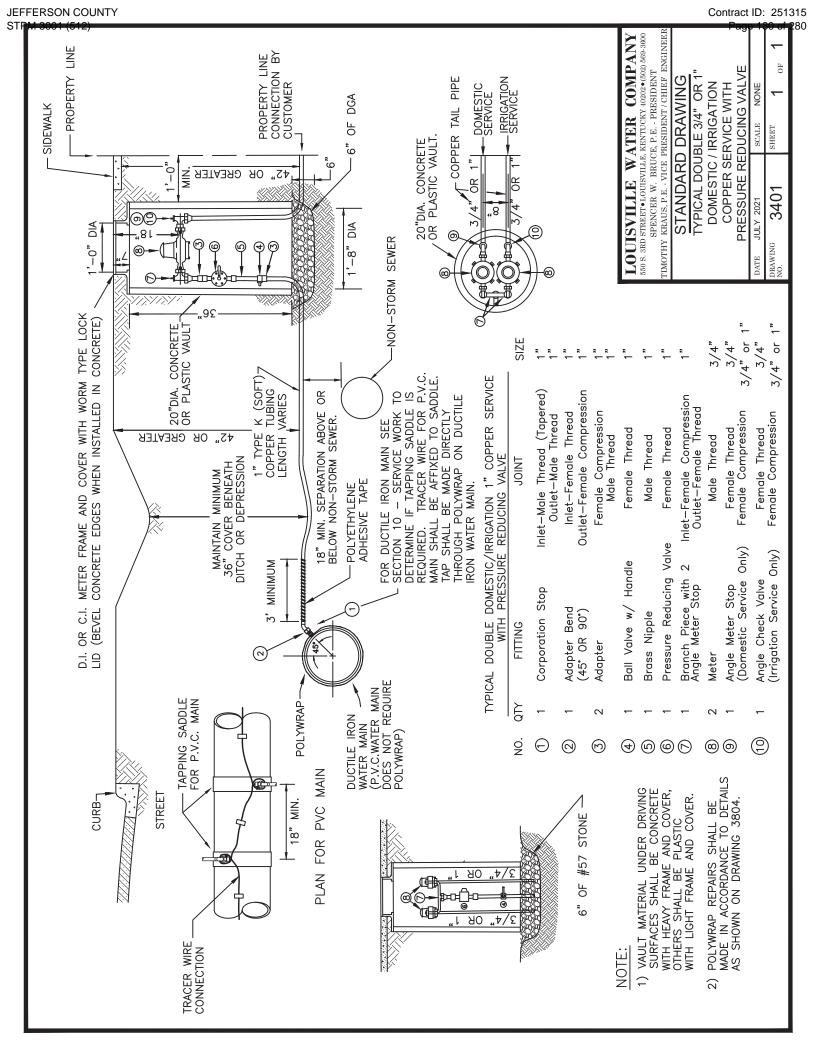
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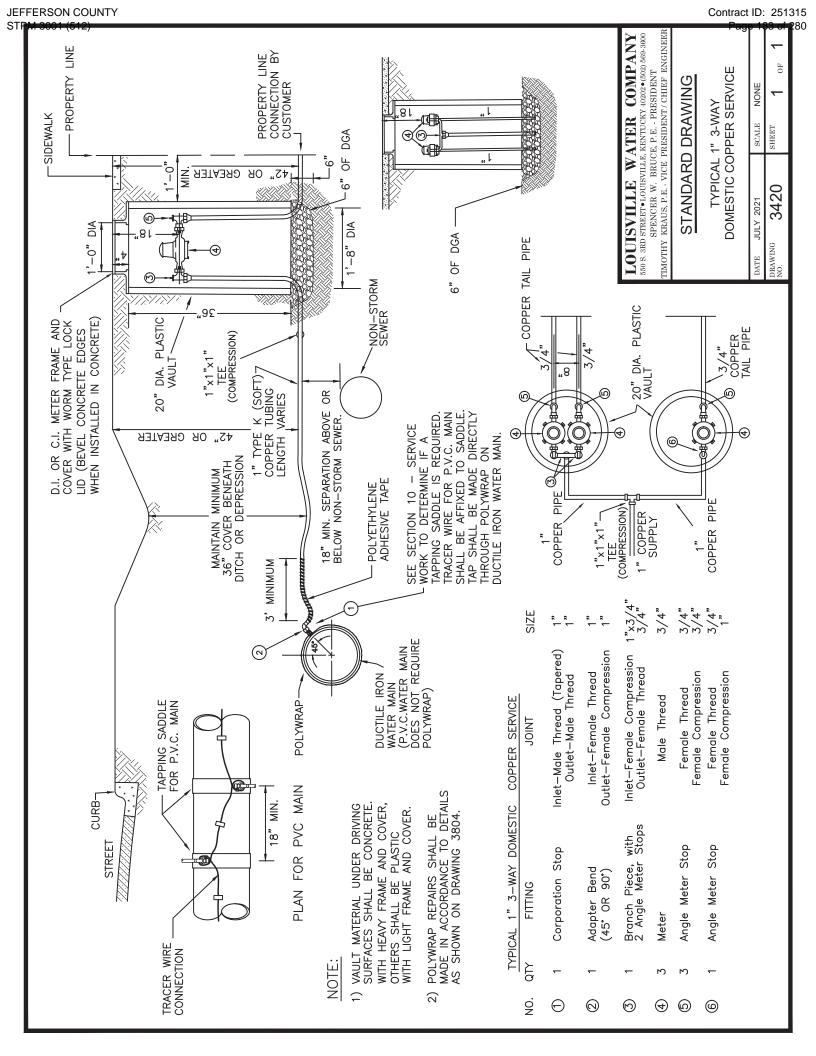
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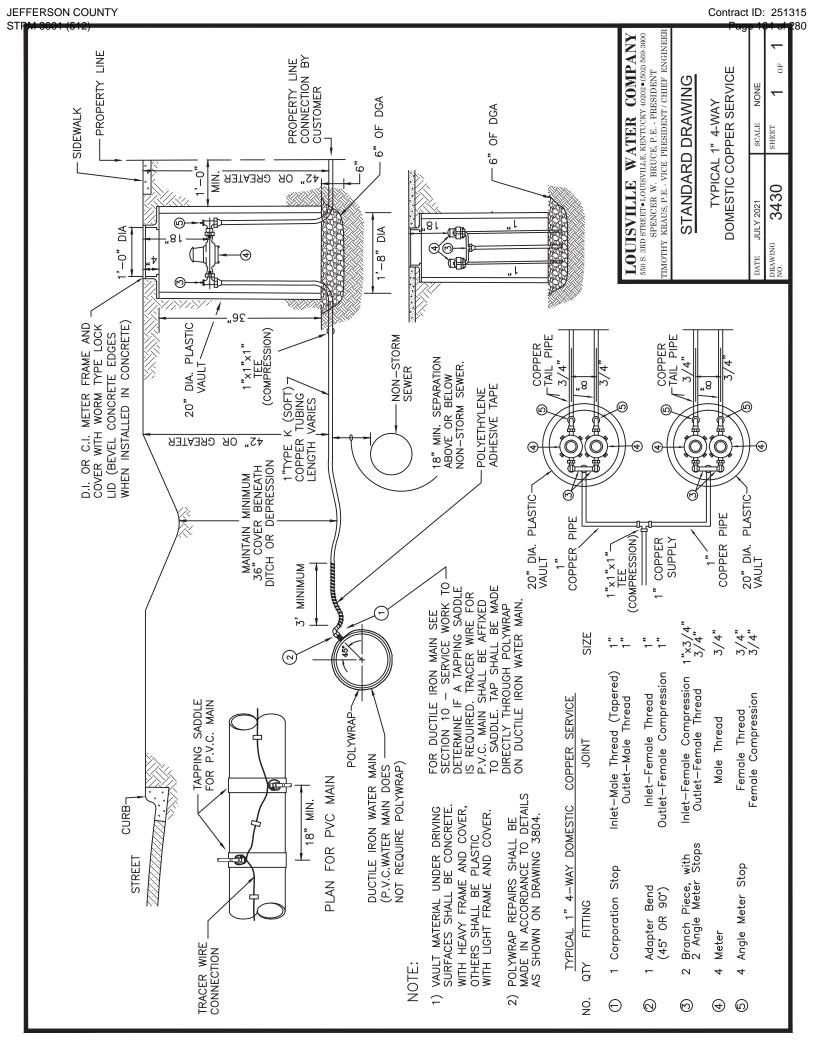
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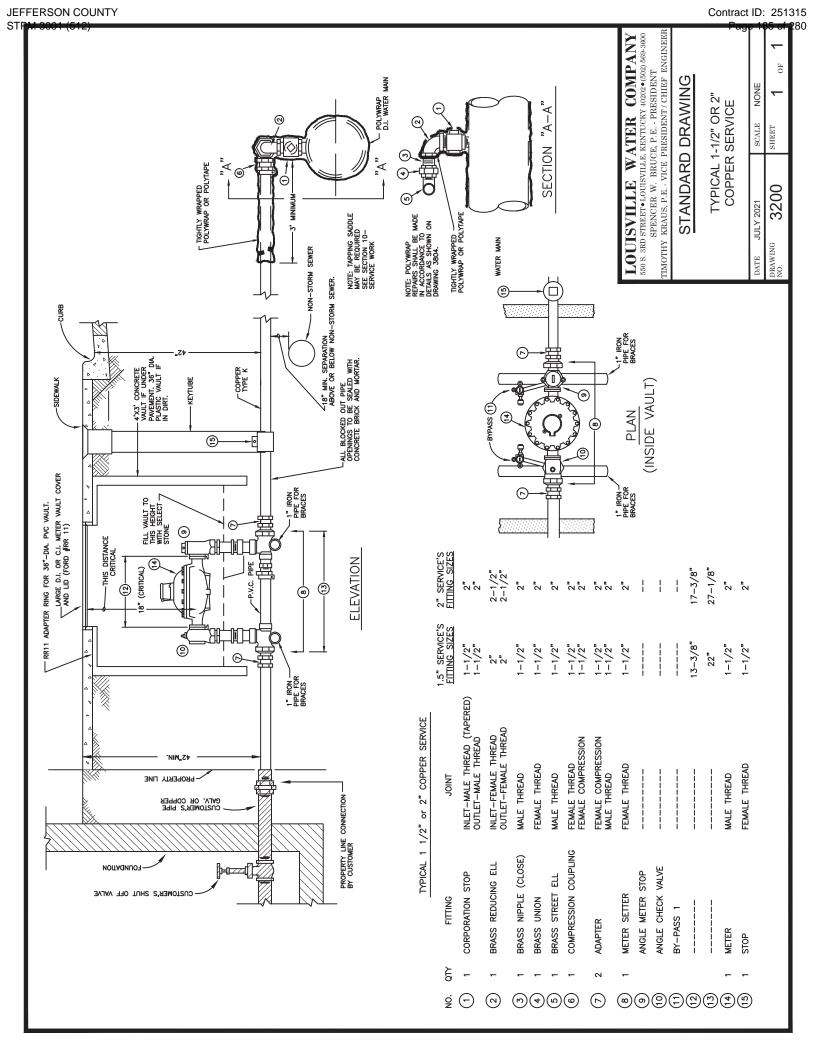
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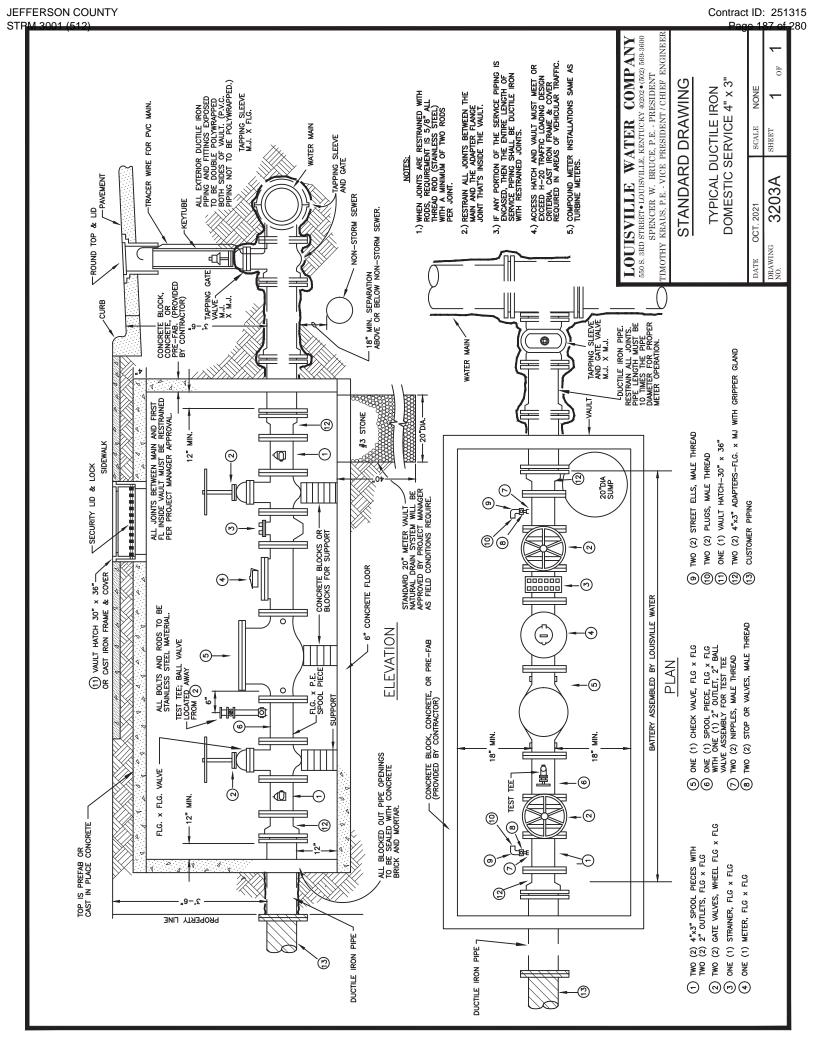


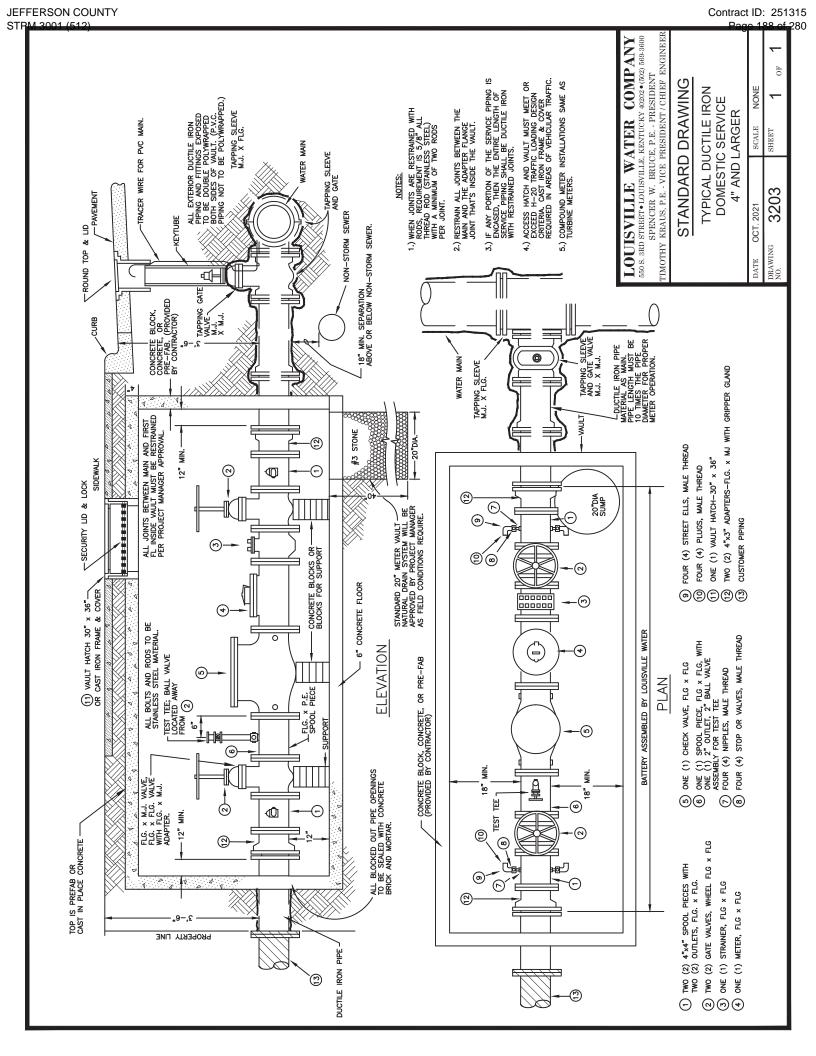












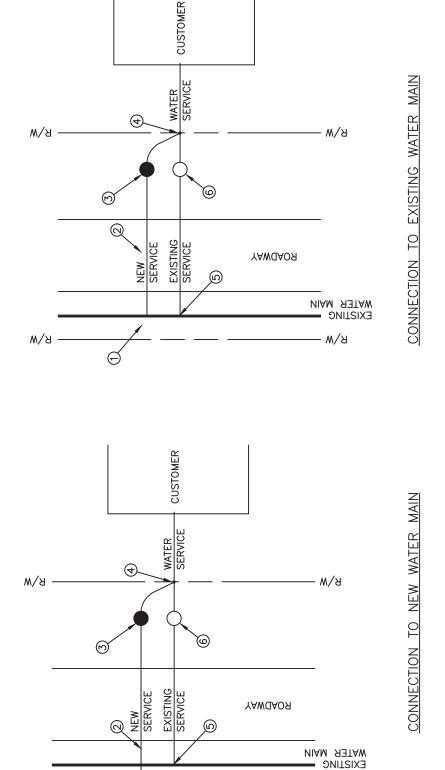
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W/A

Contract ID: 251315 COMPANY



NOTES

NEW WATER MAIN

M/A

(1) INSTALL NEW CORPORATION STOP ON MAIN.

(2) INSTALL NEW SERVICE LINE.

(3) INSTALL METER, VAULT, FRAME AND LID. CONCRETE METER VAULTS WITH HEAVY FRAME AND COVER SHALL BE INSTALLED IN AREAS OF VEHICULAR TRAFFIC.

(4) INSTALL TAIL PIECE AND TIE—IN TO CUSTOMER SERVICE LINE. IF EXISTING TAIL PIECE OR CUSTOMER SERVICE LINE IS LEAD OR GALVANIZED IRON THEN FOLLOW CURRENT INSTALLATION PROCEDURES PER THE LOUISVILLE WATER PROJECT MANAGER.

DISCONTINUE OLD SERVICE AT EXISTING WATER MAIN. DRIVEN FERRULES MUST BE REMOVED AND A TAPPING SADDLE INSTALLED AT TAP IF MAIN WILL REMAIN ACTIVE. (SEE SECT. 10.17) 6 (9)

ABANDON OLD METER VAULT, RETURN METER AND CAST IRON FRAME & COVER TO ALLMOND AVENUE, BACKFILL METER VAULT (SEE SECT.10.18)

\* CONNECTION AS SHOWN IS A "LONG SERVICE" TO MAIN ON OPPOSITE SIDE OF ROAD. "SHORT SERVICE" IS DEFINED AS METER AND MAIN ON THE SAME SIDE OF ROADWAY.

= EXISTING METER VAULT LEGEND

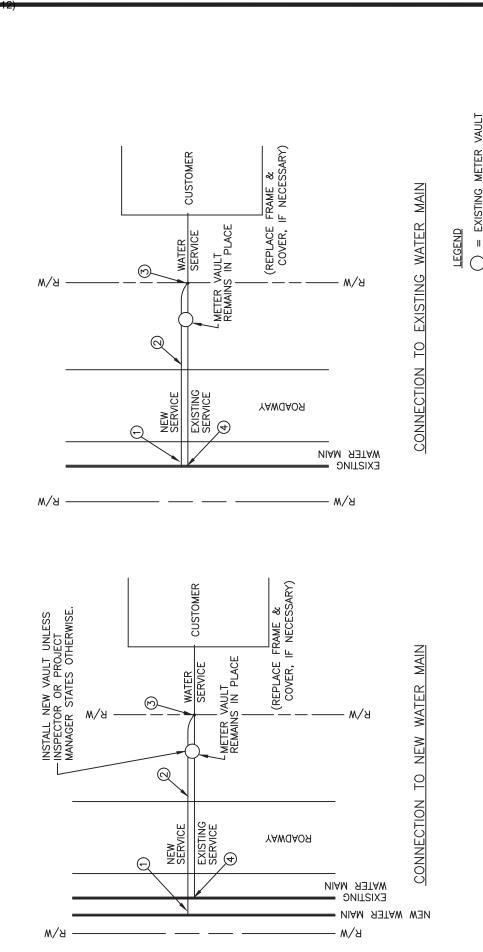
= NEW METER VAULT

550 S. 3RD STREET•LOUISVILLE, KENTUCKY 40202•(502) 569-3600 SPENCER W. BRUCE, P.E. - PRESIDENT TIMOTHY KRAUS, P.E. - VICE PRESIDENT / CHIEF ENGINEER WATER **LOUISVILLE** 

# STANDARD DRAWING

RELOCATE SERVICE

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NONE	1
SCALE	SHEET
JULY 2021	DRAWING 3440 NO.



(5) DISCONTINUE OLD SERVICE AT EXISTING WATER MAIN. DRIVEN FERRULES MUST BE REMOVED AND REPAIR BAND INSTALLED AT TAP IF MAIN WILL REMAIN ACTIVE. (SEE SECT. 10.17)

(1) INSTALL NEW CORPORATION STOP ON MAIN.

NOTES

(2) INSTALL NEW SERVICE LINE TO EXISTING METER STOP.

© REPLACE EXISTING VAULT, FRAME, AND COVER IN SAME LOCATION AS OLD METER VAULT UNLESS THE LOUISVILLE WATER PROJECT MANAGER OR INSPECTOR APPROVES OF LEAVING THE EXISTING VAULT IN PLACE.

(3) INSTALL TAIL PIECE AND TIE—IN TO CUSTOMER SERVICE LINE. IF EXISTING TAIL PIECE OR CUSTOMER SERVICE LINE IS LEAD OR GALVANIZED IRON THEN INSTALL TAIL PIECE AND TIE—IN TO CUSTOMER SERVICE LINE. IF CUSTOMER SERVICE LINE IS LEAD THEN FOLLOW CURRENT INSTALLATION PROCEDURES PER THE LOUISVILLE WATER

PROJECT MANAGER.

\* CONNECTION AS SHOWN IS A "LONG SERVICE" TO MAIN ON OPPOSITE SIDE OF ROAD. "SHORT SERVICE" IS DEFINED AS METER AND MAIN ON THE SAME SIDE OF ROADWAY.

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LOUISVILLE
550 S. 3RD STREET • LOUISV

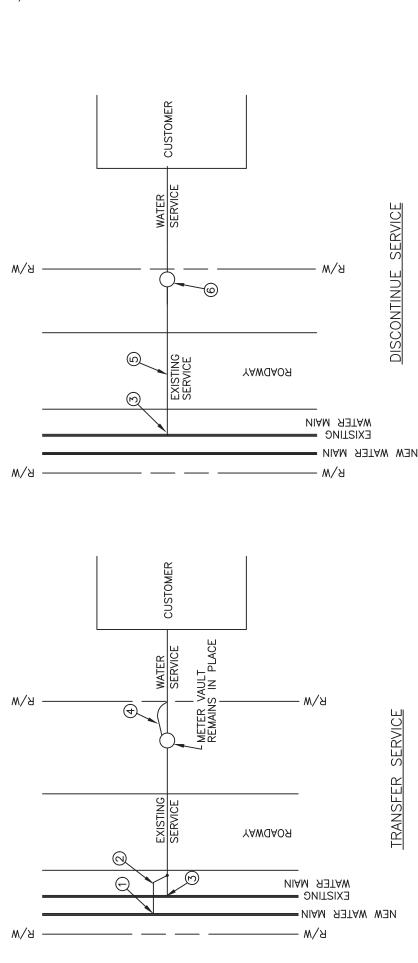
COMPANY

WATER

550 S. 3RD STREET•LOUISVILLE, KENTUCKY 40202•(502) 569-3600 SPENCER W. BRUCE, P.E. PRESIDENT TIMOTHY KRAUS, P.E. VICE PRESIDENT / CHIEF ENGINEER

# STANDARD DRAWING RENEW SERVICE

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	OF
NONE	_
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DATE JULY 2021	DRAWING 3441



NOTES:

(1) INSTALL NEW CORPORATION STOP ON MAIN.

(A) INSTALL NEW SERVICE LINE FROM NEW MAIN AND TIE—IN TO EXISTING SERVICE LINE. (AS REQUIRED)

(3) DISCONTINUE OLD SERVICE AT EXISTING WATER MAIN. DRIVEN FERRULES MUST BE REMOVED AND REPAIR BAND INSTALLED AT TAP IF MAIN WILL REMAIN ACTIVE. (SEE SECT. 10.17)

(4) INSTALL TAIL PIECE AND TIE—IN TO CUSTOMER SERVICE LINE. IF EXISTING TAIL PIECE OR CUSTOMER SERVICE LINE IS LEAD OR GALVANIZED IRON THEN INSTALL TAIL PIECE AND TIE—IN TO CUSTOMER SERVICE LINE. IF CUSTOMER SERVICE LINE. IF CUSTOMER SERVICE LINE IS LEAD THEN FOLLOW CURRENT INSTALLATION PROCEDURES PER THE LOUISVILLE WATER PROJECT MANAGER.

DISCONNECT AND PLUG SERVICE LINE.

(2)

(G) ABANDON OLD METER VAULT, RETURN METER AND CAST IRON FRAME & COVER TO ALLMOND AVENUE, BACKFILL METER VAULT (SEE SECT.10.18)

\* CONNECTION AS SHOWN IS A "LONG SERVICE" TO MAIN ON OPPOSITE SIDE OF ROAD. "SHORT SERVICE" IS DEFINED AS METER AND MAIN ON THE SAME SIDE OF ROADWAY.

EXISTING METER VAULT

LEGEND

LOUISVILLE WATER COMPANY 550 S. 3RD STREET • LOUISVILLE, KENTUCKY 40202• (502) 569-3600 SPENCER W. BRUCE, P.E. · PRESIDENT TIMOTHY KRAUS, P.E. · VICE PRESIDENT / CHIEF ENGINEER

# STANDARD DRAWING

TRANSFER SERVICE DISCONTINUE SERVICE

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SERVICE SLEEVE INSTALLATIONS

FUTURE PAVEMENT

12"

2" MINIMUM

IN ORDER TO AVOID CURB AND PAVEMENT CUTS DURING SERVICE INSTALLATIONS, THE FOLLOWING PROCEDURES HAVE BEEN ESTABLISHED FOR NEW DEVELOPMENT PROJECTS:

SERVICE SLEEVES ARE TO BE INSTALLED BY THE DEVELOPER'S WATER MAIN INSTALLATION CONFRACTOR AS SHOWN ON THE PLANS. LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE; THE CONTRACTOR SHALL COORDINATE EXACT SERVICE SLEEVE LOCATIONS WITH THE DEVELOPER OR THEIR REPRESENTATIVE.

CONCRETE SLAB

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6" MIN.

BACKFILL PER THE REQUIREMENTS OF THE PERMITTING AGENCY

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PIPE ENVELOPE SHALL BE — MECHANICALLY TAMPED SAND OR D.G.A. BACKFILL IN LAYERS NOT TO EXCEED 6 INCHES, OR AS SPECIFIED.

- WHEN THE SERVICE SLEEVES ARE SUPPLIED BY THE DEVELOPER,
   THE COMPANY WILL ADJUST THE DEVELOPER'S PROJECT MATERIAL
   COSTS TO REFLECT DEVELOPER—DOCUMENTED SLEEVE MATERIAL COST.
- SLEEVES MUST BE INSTALLED AT 36" COVER, AND ALIGNED SO THAT FUTURE INSTALLATION OF SERVICE PIPING CAN BE ACCOMPLISHED WITHOUT PAREMENT, OR CUTB. SLEEVES MUST BE INSTALLED IN A STRAIGHT LINE WITHOUT ANY BENDS OR OBSTRUCTIONS.
- ALL SERVICE SLEEVES MUST EXTEND AT LEAST 2 FEET BEYOND THE BACK OF CURBS, WITH SEALED END CAPS AND MARKED BY ABOVE—GRADE P.V.C. PIPE THAT SHALL BE PAINTED BLUE ON THE EXPOSED END EXTENDING A MIN. OF 6" ABOVE FINISH GRADE TO EACH END OF THE SERVICE SLEEVE OR OTHER MARKER ACCEPTABLE TO LOUISVILLE WATER.

#12 COPPER TRACER WIRE

.,9

2" SERVICE SLEEVE

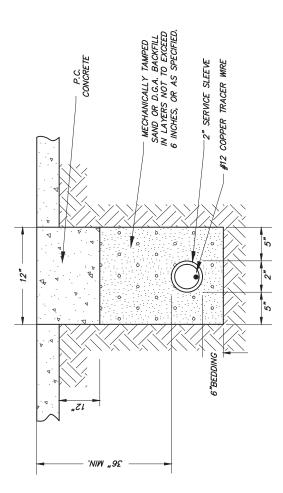
• ALL SLEEVES MUST HAVE #12 COPPER TRACER WIRE INSTALLED THROUGH EACH SLEEPE AND THE TRACER WIRE MUST BE MADE ACCESSIBLE FOR THE COMPANY'S SERVICE INSTALLER FOR THE PURPOSE OF LOCATING THE SERVICE SLEEVE.

BITUMINOUS SURFACE

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CONCRETE PAVEMENT

550 S. 3RD STREET  $\bullet$  LOUISVILLE, KENTUCKY 40202  $\bullet$  (502) 569-3600 SPENCER W. BRUCE, P.E. - PRESIDENT COMPANY WATER **LOUISVILLE** 

# STANDARD DRAWING

TIMOTHY KRAUS, P.E. - VICE PRESIDENT / CHIEF ENGINEER

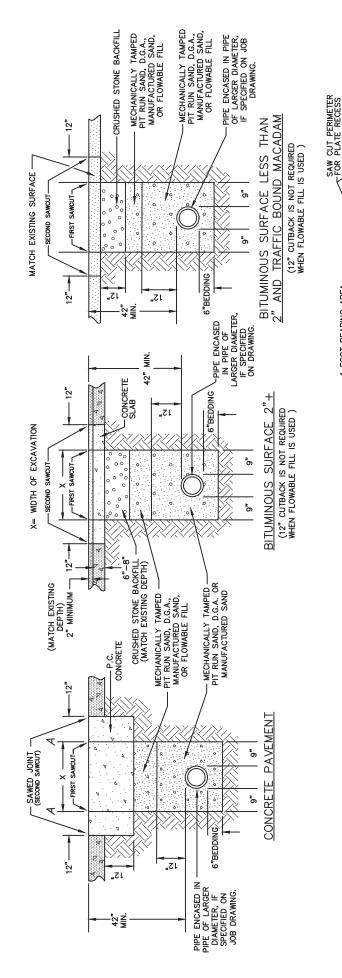
### INSTALLATION DETAIL SERVICE SLEEVE

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SCALE	SHEET
JULY 2021	3805
DATE	DRAWING NO.

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NOTE: FROM POINTS "A" (CONCRETE PAVEMENT) TO NEAREST JOINT OR BREAK IN PAVEMENT MUST BE SIX(6) FEET OR MORE. IF LESS THAN 6, REMOVE PAYEMENT TO JOINT OR BREAK AND REPLACE ENTIRE SLAB.

CONCRETE SLAB UNDER BITUMINOUS SURFACE TO EXTEND 12 INCHES ON EACH SIDE OF TRENCH.



NOTE: REPLACE CONCRETE PAVEMENT WITH NEW PAVEMENT SAME THICKNESS OF EXISTING PAVEMENT + 12". REPLACE BITUMINOUS PAVEMENT WITH SAME TYPE AND DEPTH AS EXISTING PAVEMENT.

F1" PLATE THICKNESS (MINIMUM)

1 FOOT BEARING AREA — (MINIMUM)

# STATE OF KENTUCKY SPECIFICATIONS

- I. BEDDING SHALL BE PIT RUN SAND, DENSE-GRADE AGGREGATE, MANUFACTURED SAND MECHANICALLY COMPACTED PER SPECIFICATION SECTION 7.4 AND 7.5.
- 2. SELECT GRANULAR BACKFILL SHALL COMPLY WITH SPECIFICATION 7.6
- ANY USE OF NO. 57 STONE FOR BEDDING OR BACKFILL MUST BE APPROVED BY THE DIRECTOR OF ENGINEERING.
- 4. CONTRACTOR WILL BE HELD RESPONSIBLE DURING THE ENSUING 5 YEARS FOR PROPER BACKFILLING AND REPLACEMENT OF SURFACE DURING THE 5 YEAR PERIOD AFTER THE DATE OF THE FINAL CONTRACT PAYMENT. ANY PAYEMENT SETTLEMENT SHALL BE IMMEDIATELY REPAIRED IN AN APPROVED MANNER AT THE EXPENSE OF THE CONTRACTOR.
- BACKFILLING UP TO BOTTOM OF SUBBASE ELEVATION SHALL BE COMPLETED PRIOR TO SECOND PAIR OF SAWCUTS AMD EXCAVATION FOR THE ADDITIONAL 12" OF CONCRETE ON EACH SIDE OF THE TRENCH.
- 6. DILUTE SSIH (OR OTHER APPROVED TACK COAT MATERIAL) SHALL BE APPLIED AT THE RATE OF 0.1 GAL. PER SQUARE YARD OVER THE CONCRETE BASE. ALLOW SUFFICIENT TIME FOR IT TO "BREAK" BEFORE THE FINISHED BITUMINOUS CONCRETE IS PLACED, AND SEAL ALL JOINTS SECURELY AFTER PAYING.

# LOUISVILLE WATER COMPANY 550 S. 3RD STREET • LOUISVILLE, KENTUCKY 40202 • (502) 569-3600 SERVICED W RELICE DE DESCRIPENT

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SECTION "A-A"

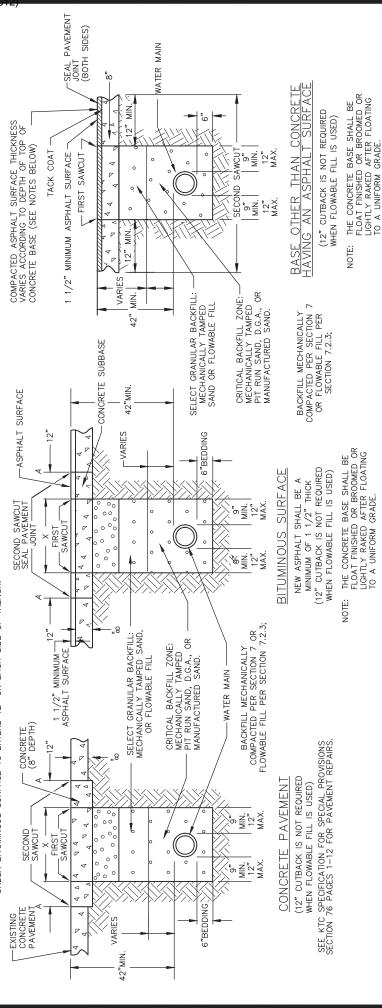
L-EXCAVATION

1 FOOT (MINIMUM)

STANDARD DRAWING
STATE OF KENTUCKY
BACKFILL AND PAVING
STATE OF KENTUCKY
BACKFILL AND PAVING
RESTORATION

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NONE .	SCALE	AUG. 2021	DATE
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FROM POINTS "A" (CONCRETE PAVEMENT) TO NEAREST JOINT OR BREAK IN PAVEMENT MUST BE FOUR (4) FEET OR MORE. IF LESS THAN 4 REMOVE PAVEMENT TO JOINT OR BREAK AND REPLACE ENTIRE SLAB. CONCRETE SLAB UNDER BITUMINOUS SURFACE TO EXTEND 12" ON EACH SIDE OF TRENCH. NOTE:

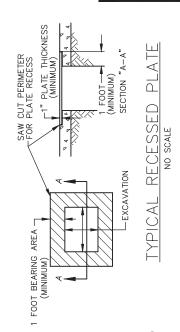


- 1. CRITICAL BACKFILL ZONE SHALL CONSIST OF MECHANICALLY TAMPED PIT RUN SAND, DENSE—GRADE AGGREGATE, MANUFACTURED SAND PER SPECIFICATION SECTION 7.4 AND 7.5.
- SELECT GRANULAR BACKFILL SHALL COMPLY WITH SPECIFICATION SECTION 7.6.

ANY USE OF NO. 57 STONE FOR BEDDING OR BACKFILL MUST BE APPROVED BY DIRECTOR OF ENGINEERING.

ANY USE

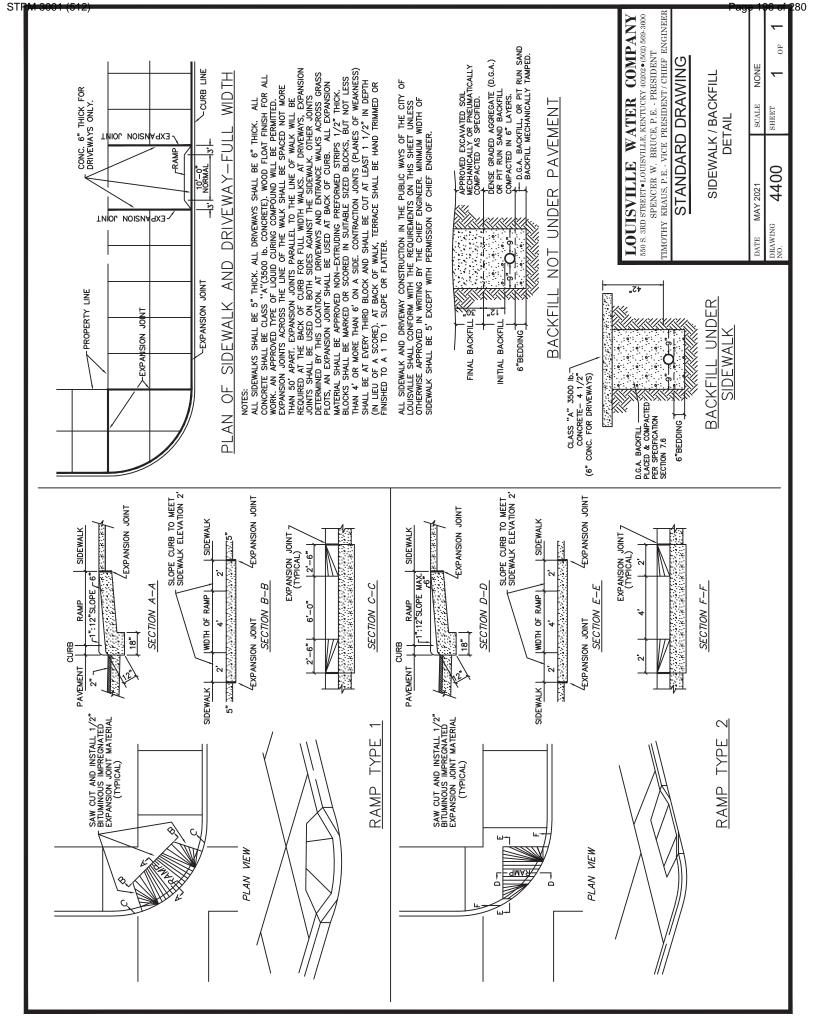
- BACKFILLING UP TO BOTTOM OF SUBBASE ELEVATION SHALL BE COMPLETED PRIOR TO SECOND PAIR OF SAWCUTS AND EXCAVATION FOR THE ADDITIONAL 12" OF CONCRETE ON EACH SIDE OF THE TRENCH, UNLESS FLOWABLE FILL IS USED.
- PLATES MUST BE SECURED AND/OR RECESSED AT ALL TIMES.
- CONCRETE CAP MUST BE PLACED UNTIL CONCRETE REACHES STRENGTH REQUIREMENTS (MINIMUM 3500 PSI)
- DILUTE SS1H (OR OTHER APPROVED TACK COAT MATERIAL) SHALL BE APPLIED AT THE RATE OF 0.1 GAL. PER SQUARE YARD OVER THE CONCRETE BASE. ALLOW SUFFICIENT TIME FOR IT TO "BREAK" BEFORE THE FINISHED BITUMINOUS CONCRETE IS PLACED, AND SEAL ALL JOINTS SECURELY AFTER PAVING.
- PAVEMENT JOINTS SHALL BE SEALED WITH AN APPROVED JOINT SEALER AFTER PLACEMENT OF THE BITUMINOUS CONCRETE SURFACE. SEE SECTION 11.2 AND 11.3. ωi
- CONTRACTOR WILL BE HELD RESPONSIBLE DURING THE ENSUING 5 YEARS FOR PROPER BACKFILLING AND REPPEACEMENT OF SURFACE. DURING THE 5 YEAR PERIOD AFTER THE DATE OF THE FINAL CONTRACT PAYMENT, ANY PAVEMENT SETTLEMENT SHALL BE IMMEDIATELY REPAIRED IN AN APPROVED MANNER AT THE EXPENSE OF THE CONTRACTOR.

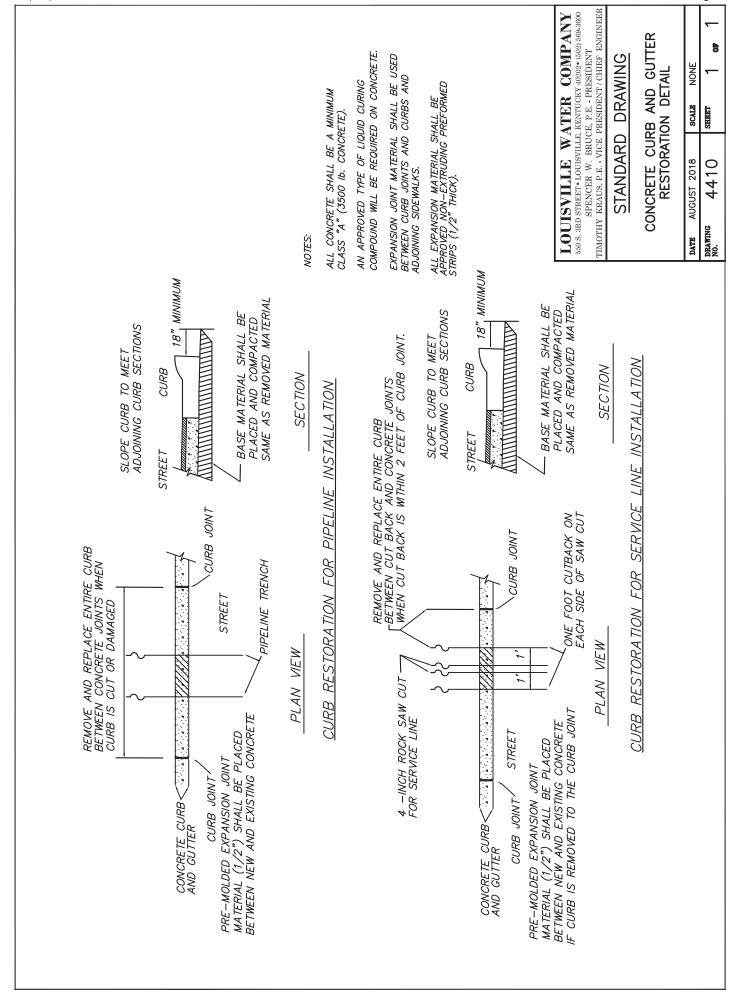


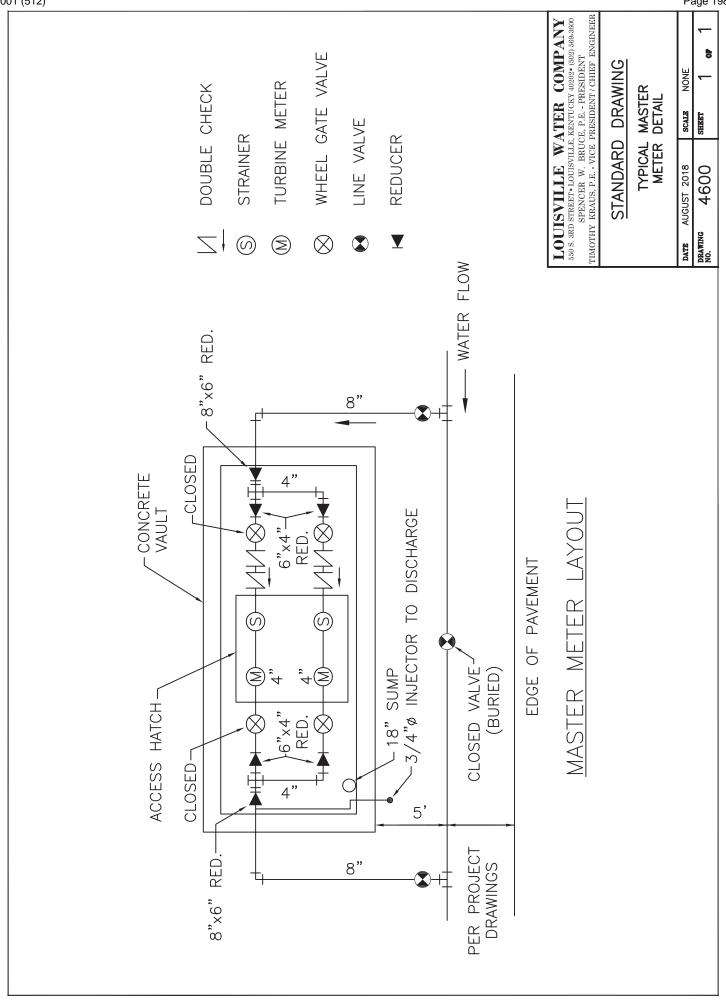
### 550 S. 3RD STREET ◆ LOUISVILLE, KENTUCKY 40202 ◆ (502) 569-3600 **COMPANY** SPENCER W. BRUCE, P.E. - PRESIDENT WATER **LOUISVILLE**

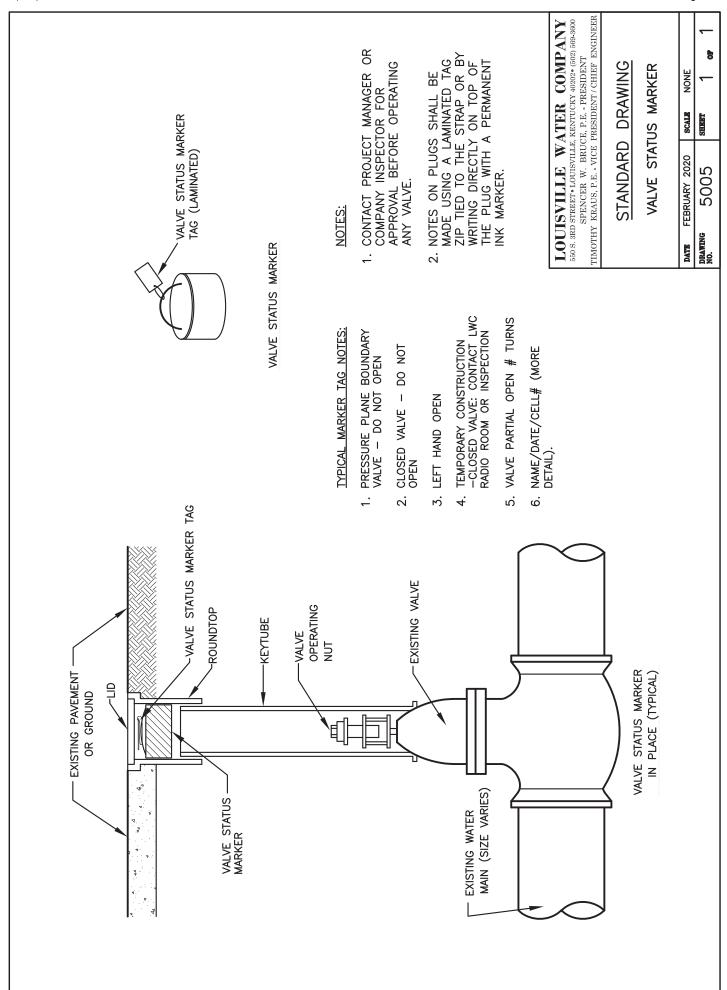
TIMOTHY KRAUS, P.E. - VICE PRESIDENT / CHIEF ENGINEER STANDARD DRAWING BACKFILL AND PAVING METRO LOUISVILLE RESTORATION

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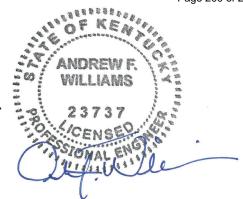






#### SUPPLEMENTARY SPECIFICATIONS

CHENOWETH LANE (KY-1932)
WATER MAIN RELOCATION PROJECT
KYTC Item No. 5-531.00



#### PROJECT LIMITS

Limits of the referenced project include Chenoweth Lane (KY-1932) between Brownsboro Road (US-42) and Shelbyville Road (US-60). See plans for location.

#### **PROJECT SUMMARY**

The referenced project consists of the supply and installation of approximately <u>940+/-</u> linear feet of 16-inch Pressure Class 350 ductile iron water main (using traditional trench installation techniques), <u>60+/-</u> linear feet of 8-inch Pressure Class 350 ductile iron, (using traditional trench installation techniques), and <u>180+/-</u> linear feet of 6-inch Pressure Class 350 ductile iron (using traditional trench installation techniques). Also included with the project is the supply and installation of <u>6</u> fire hydrants, and the supply and renewal or relocation of <u>51</u> customer services. Fire hydrant removal, main cut and plugs, and restoration on and along Project Limits as stated above shall be included. Contractor shall supply and install all materials required for the completion of this project. Contractor shall perform all paving associated with this project.

#### **SALES TAX EXEMPTION**

On March 24, 2023, Governor Beshear signed House Bill (HB) 360 into law, introducing a new sales tax exemption for specific water and/or sewer utilities. HB 360 establishes an exemption for materials purchased by a contractor for installation in a water or sewer project for public utilities outlined in Page 58 and 59 of the bill. The sales tax exemption is retroactive and takes effect from January 1, 2023.

A full copy of the HB 360 can be found at: https://apps.legislature.ky.gov/recorddocuments/bill/23RS/hb360/bill.pdf

Louisville Water is a quasi-municipal corporation covered under HB 360, making all materials purchased for this project tax-exempt. The bid price for this project shall include all applicable governmental fees and taxes except Kentucky sales and usage tax. Sales tax for materials purchased for this project shall be exempt from this bid. Louisville Water will issue a letter of validation for tax exemption to the successful bidder to be presented to venders when purchasing all materials for this project.

#### SCOPE OF WORK

- 1. Supply and Install <u>970+/-</u> linear feet of 16-inch Pressure Class 350 ductile iron water main along <u>Chenoweth Lane</u> from <u>Brownsboro Road</u> to <u>Shelbyville Road</u>.
- 2. Supply and Install <u>60+/-</u> linear feet of 8-inch Pressure Class 350 ductile iron water main along <u>Chenoweth Lane</u> from <u>Brownsboro Road</u> to <u>Shelbyville Road</u>.
- 3. Supply and Install <u>180+/-</u> linear feet of 6-inch Pressure Class 350 ductile iron water main along <u>Chenoweth Lane</u> from <u>Brownsboro Road</u> to <u>Shelbyville Road</u>.
- 4. Remove **6** fire hydrants. Supply and install **6** double pumper fire hydrants.
- 5. Renew and/or relocate **51+/-** customer services.
- 6. Provide traffic control including policing, barricades, signs, warning devices, flaggers, etc.
- 7. Contractor shall supply and install sedimentation and erosion control measures per MSD standards including submittal of erosion control plan and obtaining the necessary permits and approval.
- 8. Perform all site work, utility relocations, and all other work required to complete the project. Normal work shall be based on KYTC permits. In some cases, the permitting authorities restrict work hours from 9am to 3pm. Longer hours may be applied for, upon request, but all work must adhere to the final permitted hours and conditions.
- 9. Complete all tie-ins as shown on the plans.

#### **GENERAL INFORMATION**

10. The Contractor is bound by and shall comply with the provisions of the "Louisville Water Company Technical Specifications and Standard Drawings for Pipeline Construction" (2022 Edition) which shall govern work on this project with the following additions/exceptions: All materials shall be supplied and installed by the Contractor. Louisville Water Company will not supply any material. Contractor shall disregard any reference in the Louisville Water Company Technical Specification where it says Louisville Water Company shall/will supply materials. As stated above all materials shall be supplied and installed by the Contractor. Contractor shall comply with: Louisville Water 4"–20" Pipeline Material Specification, which can be found and downloaded on the Web at "www.louisvillewater.com" under the "Work With Us" tab.

#### **GENERAL REQUIREMENTS**

- 11. All work performed for the installation and relocation of the water main and related construction must be performed by a Louisville Water Pre-Qualified Contractor in the following categories:
  - Category 1: 4" 16" Ductile Iron Water Mains
  - Category 7: 1" and Smaller Services
  - Category 8: 1.5" & Larger Water & Fire Services

#### MATERIAL TO BE SUPPLIED BY THE CONTRACTOR

- 12. The Contractor shall supply all the materials required for the successful completion of the project, except for the meters and dielectric couplings. The Contractor-supplied material shall be manufactured within the same twelve (12) month period as the delivery to the jobsite and must be installed per the Manufacturer's installation instructions.
- 13. Submittals/shop drawings and Manufacturer's literature for all supplied materials shall be promptly submitted to the Project Manager for approval and shall be submitted before ordering of such material.
- 14. At the time of delivery to the jobsite, all materials shall be new, clean, and free from dirt and debris. Any damaged or defective material will be rejected and will not be allowed to be installed. Contractor shall be responsible to remove and replace any damaged or defective materials at their own expense.
- 15. Coordinate submittal with construction schedule and fabrication lead-times.
  - a. Provide a list of submittals.
  - b. No extension of Contract Time will be authorized due to failure to transmit submittals in time to permit processing sufficiently in advance of when materials are required in the Work.
  - c. Project Manager will not accept submittals from sources other than Contractor.
  - d. Digital Submittals are the preferred method and must be in the format of pdf or AutoCad. Paper submittals are also acceptable. Furnish two (2) copies of items submitted for review. One (1) copy will be returned to the Contractor following review, and one (1) copy will be retained by the Project Manager.
- 16. Compliance with specified product requirements remains Contractor's responsibility regardless of Project Manager's review.
- 17. Project Manager may respond as follows:
  - a. Rejected Item is wholly rejected. Contractor to resubmit different item.

- b. Revise & Resubmit Item substantially meets criteria, however, additional information, materials, clarity, administrative numbering, or other requires the submittal to be resubmitted for clarification to Project Manager, Contractor, and/or Supplier.
- c. No Markings Contractor to furnish the item with all notes made by Project Manager on submittal. Resubmittal not necessary.
- d. No Exceptions Taken Acceptable submittal. Resubmittal not necessary.

#### TRAFFIC CONTROL

18. This project will be bid and constructed in conjunction with the Kentucky Transportation Cabinet's (KYTC) Chenoweth Lane (KY-1932) Roadway Improvements project; therefore, no KYTC permits will be required. Contractor shall obtain all permits through KYTC and follow the procedures as specified.

#### **VIDEO RECORDING / PRECONSTRUCTION PICTURES**

- 19. Please refer to Section 1.6 of the Louisville Water Technical Specifications 2022 for Video Recording. In addition, video recording shall be provided in digital format on a USB flash drive prior to start of construction.
- 20. Preconstruction pictures shall be provided by the Contractor to the Louisville Water Project Manager prior to construction. The pictures shall be placed in a binder and appropriately labeled for easy reference. A minimum of one picture shall be provided for each property that is impacted by construction. The Contractor shall utilize Kentuckiana Seismic or approved equal for this task.

#### **SITE WORK**

- 21. Field modifications to the proposed pipeline alignment may be necessary to avoid or minimize the effects of potential conflicts. To avoid potential conflicts with existing utilities located perpendicular and/or parallel to the proposed main, the Contractor should anticipate the need to use offsets, bends, and fittings when installing the new main, and for large service connections at no additional cost to Louisville Water or KYTC.
- 22. Utility locations are shown on the plans from available information and are approximate. The Contractor is responsible for locating all existing utilities including water line facilities prior to start of construction. The Contractor is responsible for relocating any existing utility that conflicts with the proposed construction at no additional cost to Louisville Water or KYTC.

#### **RETURN OF USED HYDRANTS**

- 23. Fire hydrants that are discontinued, abandoned or replaced shall be removed and returned with caps to the Louisville Water Allmond Avenue Warehouse. The Contractor shall also complete the "RETURN OF USED FIRE HYDRANTS" form, sign and submit the form to the inspector for record keeping and proper accounting. Any removed hydrant that is not returned to the Louisville Water warehouse will be invoiced to the Contractor in the amount of \$75 per hydrant.
- 24. Fire Hydrant Extension Kits shall not be used for any fire hydrant installation on this project. Contractor shall adjust the depth of the water main at the location where a hydrant will be installed to accommodate the height of a standard fire hydrant.

#### **EXCAVATION**

- 25. Excavation on this project shall be <u>unclassified</u>.
- 26. Rock shall be removed using mechanical methods (backhoe, hoe ram, or rock trenching machine). Blasting shall not be permitted.

#### **CUSTOMER SERVICES**

- 27. Prior to beginning any work that requires a shut-down of the main or individual services, the Contractor shall make a thorough evaluation of each service connection and meter vault within the limits of the shut-down. Discrepancies between the field conditions and the Project Drawings shall be discussed with the Louisville Water Construction Inspector. Contractor is responsible for obtaining all plumbing permits required for any service work.
- 28. All existing 5/8" services shall be renewed with a 3/4" service line.
- 29. All double setter meters shall be relocated. Each service shall be renewed and installed with its own meter vault. Each service shall be reconnected to the existing private customer service at the property line if possible. In some cases, it may not be practical to connect to the private service line at the property line. The Contractor shall anticipate the requirement of additional service line and shall install new service line by digging on the private side until the service line is located at no additional cost to Louisville Water. All work on private property and for additional service line shall be completed by a licensed plumber at no additional cost to Louisville Water.
- 30. Contractor shall not use couplings while installing service lines under paved areas. Full length of service line shall be installed under paved surfaces.

31. The renewal/relocation of customer services after the main is placed in service shall require the contractor to excavate and locate the property service connection, which is usually a few feet away from the meter vault. If the property service connection is not found, the Contractor shall seek permission from the property owner to excavate on private property. The Contractor shall continue to excavate up to 10 feet beyond the property line onto private property to find the connection and determine the customer's private service line material.

Louisville Water Construction Inspector will verify the service line material on the customer side of the property line connection.

If the material on the customer side is not lead, the Contractor shall renew/relocate the entire public side service line from the main to the customer's connection.

If the material on the private customer's side is lead or galvanized, then the Inspector will contact the customer to make them aware of the replacement work to be completed by the contractor and the existence of lead/galvanized on the customer's side of the service line. The Inspector shall also inquire if the customer is willing to have their private service line replaced at no charge to the customer.

- a. If the customer is willing to have their private lead service line replaced, the inspector will obtain a Work Authorization Form (WAF) from the property owner. The Contractor shall submit a change order to replace the private service line from the property service connection up to and including the interior shut off valve, utilizing a licensed plumber. The licensed plumber is responsible for obtaining the plumbing permit.
- b. If the customer is not willing to replace their lead/galvanized service line, the Contractor will replace the entire Louisville Water service line from the main to the customer's connection and install a dielectric between the end of the new Louisville Water service tail piece and the customer's lead service line. The dielectric will be composed of a 24" section of like diameter Schedule 80 PVC pipe and a plastic universal transition coupling (supplied by Louisville Water). If the customer's service line is less than 10 feet in length as measured from the building to the dielectric connection, Louisville Water will retain a licensed electrician to install an appropriate grounding system before service is relocated.
- c. If the property owner is not home during the attempt by the Inspector to notify them of the lead/galvanized service, the Inspector shall leave a door hanger with information about their private service line, Louisville Water's desire to replace the service line and a Work Authorization Form. The Owner has five (5) days to respond to the WAF request. Should the owner not respond during this five (5) day period, it shall be assumed that the owner does not want their private service line replaced. The Contractor must wait until this five (5) day period expires before renewing the public side of the service line and installing

a dielectric coupling. If the service is renewed with no response, the inspector will leave the water turned off and leave a "Major Disturbance" notification with the "need for flushing" box checked.

- 32. If the property owner does not want their galvanized service line replaced, the contractor shall tie into non-deteriorated material with the service tailpiece and dielectric coupling. If the Contractor encounters a customer's service line whose material is corroded galvanized and it is found to be difficult to make the connection, the Contractor shall seek permission from the property owner to excavate onto the private property. The Contractor shall continue to excavate up to 10 feet beyond the property line location on the private property to find non-deteriorated line to tie into the tailpiece. All work on private property and for additional service line that does not replace the entire private service line, shall be completed at no additional cost to Louisville Water.
- 33. All service lines within the limits of the project either shown or not shown on the Project Drawings must be protected. The Contractor using a licensed plumber must repair all damaged service lines at no addition cost to Louisville Water.
- 34. During service renewals, meter vault frames and covers that have the old-style locking mechanisms shall be replaced with new frames and covers (supplied by the Contractor). Additionally, where covers are broken or inoperable, the covers and frames shall be replaced. The existing meter vault shall be reused for the renewed service provided the vault is in proper working condition. Vaults that are crushed or broken, or improperly sized, shall be removed and replaced with new vaults (supplied by the contractor).
- 35. Temporary water lines installed for the pipe replacement operations on this project shall be installed and maintained in accordance with the following specifications.

The Contractor shall furnish all piping, fittings, and connections necessary to install a temporary water supply line for the customers located in the Mitchell Hill Road area. Temporary lines that cross roadways or driveways shall be buried. In the event that construction work will be done during freezing weather conditions, temporary water mains shall be buried. All temporary lines attached to fire hydrants shall be constructed to allow easy access to the hydrant should a fire emergency arise. Such connections shall be compatible with the standards of the Louisville Fire Department.

The piping, fittings, and hoses used to construct the temporary system and to make connections to customer services shall be FDA or NSF approved for human consumption. All piping and hoses shall be clean, watertight, and compatible with the flow and pressure requirements of the Louisville Water distribution system.

The Contractor shall disinfect the temporary piping and hoses prior to connection to any customer service. Similar to the acceptance of a water main, temporary water lines will require sampling and testing for chlorine, turbidity, taste, odor, and bacteria.

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

#### **FLUSHING OF LEAD SERVICES**

36. In the event that a lead service line is discovered, the Contractor shall be responsible for proper disposal of the flushed water to make sure the water is directed to drainage line. Contractor shall use caution not to flood the customer's yard.

#### INSTALLATION, HANDLING AND STORAGE

- 37. Forklifts' forks or other material handling equipment shall not be inserted into the barrels of pipe, valves or other fittings to lift or move them or for any other construction activity.
- 38. Pipe lengths should be stored and placed on level ground. Pipe should be stored at the job site in the unit packaging provided by the manufacturer. Caution should be exercised to avoid compression, damage, or deformation to the pipe. The interior of the pipe, as well as all end surfaces, should be kept free from dirt and foreign matter.
- 39. Pipe shall be handled and supported with the use of woven fiber pipe slings or approved equal. Care shall be exercised when handling the pipe to not cut, gouge, scratch or otherwise abrade the piping in any way.
- 40. Pipe shall not be stored on-site for periods greater than 3 months or as approved by the Louisville Water Inspector and Project Manager.
- 41. Pipe shall be stored and stacked per the pipe supplier's guidelines and as approved by the Louisville Water Inspector and Project Manager.

#### **BACKFILLING PROCEDURES AND TAMPING**

- 42. When under the *pavement in state right-of-way*, the final backfill material shall be selected, placed and compacted in accordance with Section 7 of the Louisville Water Technical Specifications and Standard Drawing No. 4000 State of Kentucky Backfill and Paving Restoration.
- 43. When under *pavement other than state right-of-way*, (side streets, driveways, and entrances), the <u>final backfill</u> material shall be selected, placed and compacted in accordance with Section 7 of the Louisville Water Technical Specifications and Standard Drawing No. 4100 Louisville and Jefferson County Metro Backfill and Paving Restoration.

44. If septic system / lateral field is encountered, Contractor shall put 6 inches of compacted DGA on all sides of pipe for a distance of 5 feet on each side of line encountered.

#### PLACING WATER MAIN IN SERVICE

- 45. All new ductile iron and PVC pipe installations <u>longer</u> than 50 feet shall be pig cleaned. Ductile iron and PVC pipe sections <u>shorter</u> than 50 feet in length may require pig cleaning at the direction of the Louisville Water Construction Inspector. Pigs shall be used one time and discarded.
- 46. A chlorine injection system shall be used to fill the new main. The Louisville Water Construction Inspector will provide the equipment needed to inject the chlorine-based solution into the main. The Contractor shall assist the Louisville Water Construction Inspector with the connection of hoses and the operation of valves.

#### **WORK SCHEDULE**

- 47. A 'Staging 'Plan' for how the work is to proceed is to be presented by the Contractor at the Preconstruction meeting. Staging of the work should try to minimize the time between installing the new main and working on or removing the existing water main so that the time between the restorations of the two events is minimized.
- 48. Normal work hours shall be limited to work hours approved by KYTC. All other work hour requests must be submitted by the Contractor to the approving agency for approval after standard applications have been made and approved.
- 49. The Contractor shall anticipate the need to work after-hours and on weekends to accommodate all critical customer needs as directed by the Louisville Water Project Manager. In addition, after-hour or weekend work may be needed to shut down transmission mains or to connect to a tank. All such work will be considered incidental to the project and no additional compensation will be provided. This after-hour work must be pre-approved by the Louisville Water Project Manager.
- 50. In the case of an emergency, the Contractor shall immediately notify the Louisville Water Construction Inspector. If the Contractor cannot reach the inspector, then they shall immediately notify the Louisville Water Radio Room or Project Manager. Prior to the actual shut-off, an attempt shall also be made to contact each customer (door-to-door) to alert customers of the emergency situation and the need to shut-off the main.

#### **EROSION CONTROL MEASURES**

- 51. An erosion control plan is required for this project. An erosion control plan shall be prepared by the Contractor and submitted to Louisville Water for review. The erosion control plan shall be submitted by the Contractor to the respective agencies upon request of Louisville Water. The Contractor is responsible for maintaining all erosion control measures within the project limits in accordance with the latest MSD, Louisville Metro and Louisville Water specifications. The Contractor is responsible for making all erosion control modifications within the project limits required by MSD, Louisville Metro, Louisville Water, or any other permitting authority at no additional cost to Louisville Water. The Contractor is responsible to rectify any disputes that may arise due to inadequate erosion control measures as determined by MSD, Louisville Metro, Louisville Water, or any other permitting authority.
- 52. As a minimum, erosion control features shall be provided at catch basins, headwalls and in small ditches where associated construction procedures may cause the transport of sediment into the storm drainage system. When soil is disturbed within grassy areas, erosion control protection shall also be provided at yard drains. Care will be required to minimize stockpiling or placing backfill or excavated materials on roadways.

#### PIPELINE CONSTRUCTION

- 53. Prior to the start of any work at the site (including saw-cutting), the Contractor and Louisville Water Construction Inspector shall review the proposed pipeline alignment with respect to the utility locations marked by the local utility locate company, trees, and other existing site improvements.
- 54. Standard burial depth for new 16" water mains is 48 inches and 42 inches for new 12" and smaller water mains, as measured from the top of ground to the top of the newly installed pipe. While the Contractor is expected to adhere to this standard burial depth requirement at all times, it is understood that revisions to the burial depth will be necessary when the installation of mains and large services conflict with existing utilities and other site improvements. Prior approval from the Louisville Water Project Manager is required for these deviations.
- 55. The type, size and condition of the existing pipe shall be verified prior to completing tie-ins. When the existing pipe is other than indicated on the Project Plans, the Louisville Water Construction Inspector or Louisville Water Project Manager shall be contacted immediately to assess the need for revising the tie-in location. The Contractor shall be compensated in accordance with the supplementary unit prices for any additional pipeline installed to revise the tie-in location.

56. All tree root systems that require boring shall be bored a minimum of 30 feet; 15 feet either side of the tree trunk. The bore shall be located a minimum of 4 feet below the ground surface and a minimum of 5 feet from the center of the tree.

#### **RESTORATION**

- 57. Unless otherwise noted on the Project Plans, surface restoration of grassy areas shall consist of seed and straw. The seed type used shall match the existing grass. Reseeded areas that are located within ditches or on other sloped ground shall be covered with erosion control netting secured with pins or stakes. As an alternative, the Contractor may utilize prefabricated matting containing mulch, seed, and fertilizer.
- 58. All driveways requiring replacement shall be restored in the following manner: (1) concrete driveways shall be replaced in their entirety to the nearest construction joint and (2) asphalt driveways shall be restored via a utility cut, as approved by the inspector and property owner.

#### **POST CONSTRUCTION**

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

#### **WARRANTY**

- 60. The Contractor warrants to the Company that materials and equipment furnished by the Contractor under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Company, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- 61. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the work in accordance with the Contract Documents:

- 1. Observations by the Project Manager;
- 2. Payment by the Company;
- 3. Issuance of a certificate of Substantial Completion;
- 4. Use or occupancy of any part of the Work by the Company;
- 5. Review of Shop Drawings or other Submittals;
- 6. Any inspection, test, or approval by others; or
- 7. Any correction of defective Work by the Company.
- 62. Failure on the part of the Company to insist on strict performance by the Contractor of any provision of this Contract is not a waiver of any of the Company's rights and/or remedies, nor shall it relieve the Contractor from performing any subsequent obligations strictly in accordance with the terms of this Contract.
- 63. The Company may, at its option, waive compliance with any particular Contract requirement. No waiver shall be effective unless in writing and signed by both the Company and the Contractor. Written waivers shall be limited to the specified provisions of this Contract specifically referred to herein and shall not be deemed a waiver of any other provision. The written waiver shall not constitute a continuing waiver unless it states otherwise.
- 64. All work shall be warranted for two (2) years from the date of Final Completion unless specified otherwise. Paved surfaces and restoration of structures will be warranted for five (5) years. Contractor-furnished iron pipe materials shall be warranted for five (5) years after the iron pipeline is placed in service. Satisfactory performance of the iron water main and appurtenances, as they relate to installation, shall be warranted for two (2) years after the iron pipeline is placed in service. The Company reserves the right to require Contractor's presence at scheduled Warranty inspections held within the 12-month period following acceptance of the Project.
- 65. Contractor shall assign to the Company all manufacturers' warranties. All such warranties shall be directly enforceable by the Company. Such assignment shall in no way affect the Contractor's responsibilities and duties during the warranty period.



## **Kentucky Transportation Cabinet Highway District 5 (1)**

And

(2),	Construction

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

**Groundwater protection plan** 

**For Highway Construction Activities** 

For

Chenoweth Lane Improvement Project Item No. 5-531.00

Project: CID ## - ####

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#### **Project information**

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

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

Phone number: (2)

Contact: (2)

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

- 4. Project Control Number (2)
- 5. Route (Address) KY 1932 (Chenoweth Lane)
- 6. Latitude/Longitude (project mid-point) 38-15-34 N, 85-39-39 W
- 7. County (project mid-point) Jefferson
- 8. Project start date (date work will begin): August 2025
- 9. Projected completion date: (2)August 31, 2026

#### A. Site description:

- Nature of Construction Activity (from letting project description) Reconstruction of KY 480 interchange at I-65
- 2. Order of major soil disturbing activities (2) and (3)
- 3. Projected volume of material to be moved 1,680 Cu. Yd.
- 4. Estimate of total project area (acres) 6.84 Ac.
- 5. Estimate of area to be disturbed (acres) 6.22 Ac.
- 6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information. (1)
- 7. Data describing existing soil condition Refer to Geotechnical Notes in the plan set and Geotechnical Report. (1) & (2)
- 8. Data describing existing discharge water quality (if any) Refer to Geotechnical Notes in the plan set and Geotechnical Report. Note: The water quality will not be worsened by the project. Drainage construction will consist of expansion of the storm sewer system to handle existing drainage pattern. (1) & (2)
- 9. Receiving water name South Fork Beargrass Creek(1)
- 10. TMDLs and Pollutants of Concern in Receiving Waters: None known
- 11. Site map Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.

#### 12. Potential sources of pollutants:

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

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

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

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

- 2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident 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.

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

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- ➤ Finish Work (Paving, Seeding, Protect, etc.) A final BMP Plan will result from modifications during this phase of construction. Probably changes include:
  - Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
  - Permanent Seeding and Protection
  - Placing Sod
  - Planting trees and/or shrubs where they are included in the project
- ➤ BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are: Areas of New Albany Shale uncovered during construction are to be capped with clay soil (classification CL or CH).(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 Section Engineer if there any hazardous wastes being generated at the project site and how these wastes are being managed. Site personnel will be instructed with regard to proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

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### 4. Spill Prevention

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

## Good Housekeeping:

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

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

### Hazardous Products:

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

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

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

#### > Petroleum Products:

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

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

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

### > Fertilizers:

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

#### > Paints:

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

#### Concrete Truck Washout:

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

### > Spill Control Practices

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

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

## D. Other State and Local Plans

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

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the purpose of post construction storm water management with specific guidance for any non-routine maintenance. (1)

## F. Inspections

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

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more
- ➤ Inspections will be conducted by individuals that have successfully completed the KEPSC-RI course as required by Section 213.02.02 of the Standard Specifications for Road and Bridge Construction, current edition
- Inspection reports will be written, signed, dated, and kept on file.
- Areas at final grade will be seeded and mulched within 14 days.
- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- ➤ All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- ➤ Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- ➤ Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- ➤ Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 50 percent of the design capacity and at the end of the job.
- ➤ Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- ➤ Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

## G. Non – Storm Water discharges

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

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

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

## H. Groundwater Protection Plan (3)

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

Contractors statement: (3)

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

\_\_\_\_\_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;

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2. (k) Application or related handling of road oils, dust suppressants or deicing materials, (does not include use of chloride-based deicing materials applied to roads or parking lots);
2. (m) Installation, construction, operation, or abandonment of wells, bore holes, or core holes, (this does not include bore holes for the purpose of explosive demolition);
Or, check the following only if there are no qualifying activities
There are no activities for this project as listed in 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan.

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

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

- (a) General information about this project is covered in the Project information;
- (b) Activities that require a groundwater protection plan have been identified above;
- (c) Practices that will protect groundwater from pollution are addressed in section C. Other control measures.
- (d) Implementation schedule all practices required to prevent pollution of groundwater are to be in place prior to conducting the activity;
- (e) Training is required as a part of the ground water protection plan. All employees of the contractor, sub-contractor and resident engineer personnel will be trained to understand the nature and requirements of this plan as they pertain to their job function(s). Training will be accomplished within one week of employment and annually thereafter. A record of training will be maintained by the contractor with a copy provide to the resident engineer.
- (f) Areas of the project and groundwater plan activities will be inspected as part of the weekly sediment and erosion control inspections
- (g) Certification (see signature page.)

## Contractor and Resident Engineer Plan certification

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

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

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

Resident Engineer and Contractor Certification:

(2) Resident Enginee	r signature		
Signed Typed or p	title rinted name²	,signature	
(3) Signed	title		
Typed or prir	nted name¹	signature	

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

#### Contract ID: 251315 Page 225 of 280

## KyTC BMP Plan for Project CID ## - ####

## **Sub-Contractor Certification**

Subcontractor

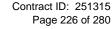
The following sub-contractor shall be made aware of the BMP plan and responsible for implementation of BMPs identified in this plan as follows:

	Name: Address: Address:
	Phone:
The pa	art of BMP plan this subcontractor is responsible to implement is:
Kentud discha discha	by under penalty of law that I understand the terms and conditions of the general cky Pollutant Discharge Elimination System permit that authorizes the storm water triges, the BMP plan that has been developed to manage the quality of water to be triged as a result of storm events associated with the construction site activity and gement of non-storm water pollutant sources identified as part of this certification.
Signed	dtitle, Typed or printed name¹ signature
res de	Sub Contractor Note: to be signed by a person who is the owner, a sponsible corporate officer, a general partner or the proprietor or a person signated to have the authority to sign reports by such a person in cordance with 401 KAR 5:060 Section 9. This delegation shall be in writing

KPDES BMP Plan Page 14 of 14

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.





Andy Beshear GOVERNOR

## ENERGY AND ENVIRONMENT CABINET

DEPARTMENT FOR ENVIRONMENTAL PROTECTION

300 Sower Boulevard Frankfort, Kentucky 40601 Phone: (502) 564-2150 Fax: 502-564-4245

March 21, 2025

Matthew Bullock KYTC District 5 8310 Westport Rd Louisville, KY 402423042 Rebecca W. Goodman SECRETARY

Anthony R. Hatton
COMMISSIONER

Re: KYR10 Coverage Acknowledgment KPDES No.: KYR10T289 Chenoweth Lane Improvement Project Permit Type: Construction Stormwater AI ID: 185668

Jefferson County, Kentucky

Dear Mr. Bullock:

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

https://eec.ky.gov/Environmental-Protection/Water/PermitCert/KPDES/Documents/KYR10PermitPage.pdf.

Any person aggrieved by the issuance of a permit final decision may demand a hearing pursuant to KRS 224.10-420(2) within thirty (30) days from the date of the issuance of this letter. Any demand for a hearing on the permit shall be filed in accordance with the procedures specified in KRS 224.10-420, 224.10-440, 224.10-470, and the regulations promulgated thereto. The request for hearing should be submitted in writing to the Energy and Environment Cabinet, Office of Administrative Hearings, 211 Sower Boulevard, Frankfort, Kentucky 40601 and the Commonwealth of Kentucky, Energy and Environment Cabinet, Division of Water, 300 Sower Boulevard, Frankfort, Kentucky 40601. For your record keeping purposes, it is recommended that these requests be sent by certified mail. The written request must conform to the appropriate statutes referenced above.

Any questions concerning the general permit, and its requirements should be directed to me at (502) 782-1555 or email me at abby.rains@ky.gov.

Construction Site GPS Coordinates: 38.259444, -85.660833

Receiving Water: South Fork Beargrass Creek

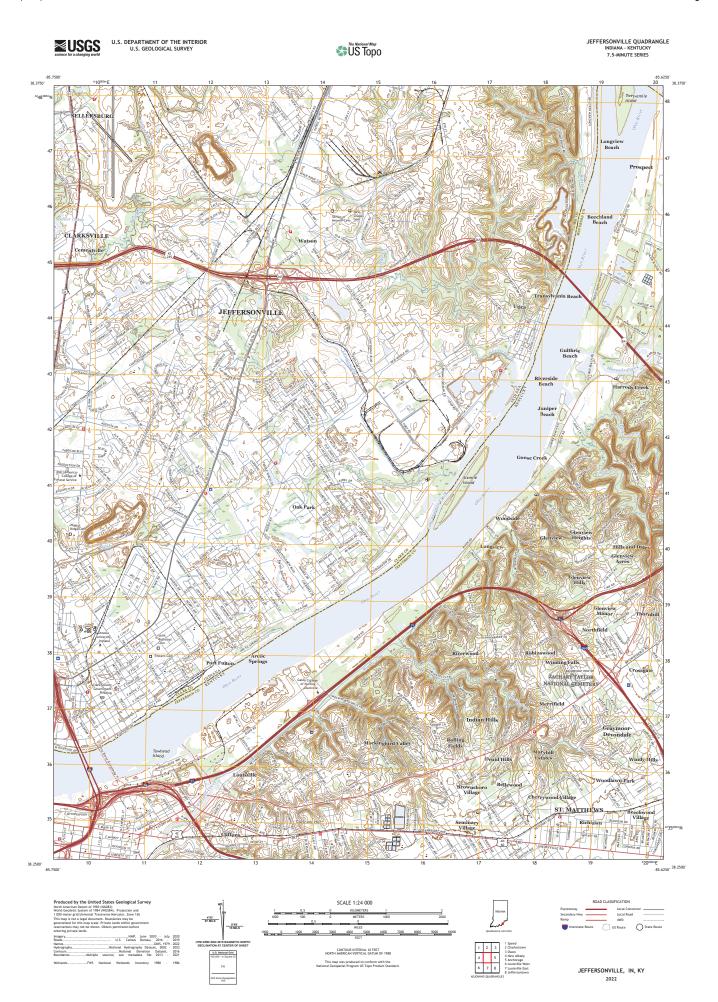
Sincerely,

**Abby Rains**Surface Water Permits Branch
Division of Water

abby Rains

cc: Charles Berger, eNOI Preparer Todd Giles, Louisville Regional Office





Contract ID: 251315 Page 228 of 280

# KENTUCKY TRANSPORTATION CABINET COMMUNICATING ALL PROMISES (CAP)

Item No. 5 - 531 County: Jefferson Route: 1,932 Project Manager: CHUCK BERGER

5/29/25

CAP#	Date of Promise	Promise made to:	Location of Promise:	CAP Description
1	4/2/25	Design Project Manager	Parcel 2	Contractor may encounter contaminated soils due to possible underground storage tank. If contamination is encountered, contact Kaitlyn Deskins at KY DEA, phone - (502) 564-7250
2	4/2/25	Design Project Manager	Parcel 3	Contractor may encounter contaminated soils due to possible underground storage tank. If contamination is encountered, contact Kaitlyn Deskins at KY DEA, phone - (502) 564-7250
3	4/2/25	Design Project Manager	Parcel 5	Contractor may encounter contaminated soils due to possible underground storage tank. If contamination is encountered, contact Kaitlyn Deskins at KY DEA, phone - (502) 564-7250
4	5/29/25	Chuck Berger	P. 32 - CSX RR	Contractor must obtain permit from CSX for work near the rail facility.

## **PART II**

## SPECIFICATIONS AND STANDARD DRAWINGS

### **STANDARD SPECIFICATIONS**

Any reference in the plans or proposal to previous editions of the Standard Specifications for Road and Bridge Construction and Standard Drawings are superseded by Standard Specifications for Road and Bridge Construction, Edition of 2019 and Standard Drawings, Edition of 2020.

### **SUPPLEMENTAL SPECIFICATIONS**

The contractor shall use the Supplemental Specifications that are effective at the time of letting. The Supplemental Specifications can be found at the following link: <a href="http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx">http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx</a>

1**I** 

#### SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

#### 2.0 MATERIALS.

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

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

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

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

1I

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

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

\*Insert numerals as directed by the Engineer.

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

#### 2.3 Power.

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

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

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

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

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

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

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

CodePay ItemPay Unit02671Portable Changeable Message SignEach

Effective June 15, 2012

### SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

- **1.0 DESCRIPTION.** Install barcode label on sheeting signs. Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, current edition.
- **2.0 MATERIALS.** The Department will provide the Contractor with a 2 inch x 1 inch foil barcode label for each permanent sheeting sign. A unique number will be assigned to each barcode label.

The Contractor shall contact the Operations and Pavement Management Branch in the Division of Maintenance at (502) 564-4556 to obtain the barcode labels.

**3.0 CONSTRUCTION.** Apply foil barcode label in the lower right quadrant of the sign back. Signs where the bottom edge is not parallel to the ground, the lowest corner of the sign shall serve as the location to place the barcode label. The barcode label shall be placed no less than one-inch and no more than three inches from any edge of the sign. The barcode must be placed so that the sign post does not cover the barcode label.

Barcodes shall be applied in an indoor setting with a minimum air temperature of 50°F or higher. Prior to application of the barcode label, the back of the sign must be clean and free of dust, oil, etc. If the sign is not clean, an alcohol swab shall be used to clean the area. The area must be allowed to dry prior to placement of the barcode label.

Data for each sign shall include the barcode number, MUTCD reference number, sheeting manufacturer, sheeting type, manufacture date, color of primary reflective surface, installation date, latitude and longitude using the North American Datum of 1983 (NAD83) or the State Plane Coordinates using an x and y ordinate of the installed location.

Data should be provided electronically on the TC 71-229 Sign Details Information and TC 71-230 Sign Assembly Information forms. The Contractor may choose to present the data in a different format provided that the information submitted to the Department is equivalent to the information required on the Department TC forms. The forms must be submitted in electronic format regardless of which type of form is used. The Department will not accept PDF or handwritten forms. These completed forms must be submitted to the Department prior to final inspection of the signs. The Department will not issue formal acceptance for the project until the TC 71-229 and TC-230 electronic forms are completed for all signs and sign assemblies on the project.

**4.0 MEASUREMENT.** The Department will measure all work required for the installation of the barcode label and all work associated with completion and submission of the sign inventory data (TC 71-229 and TC 71-230).

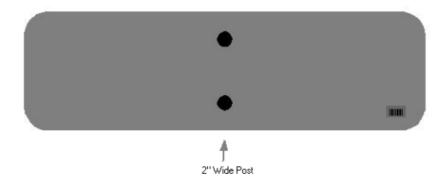
The installation of the permanent sign will be measured in accordance to Section 715.

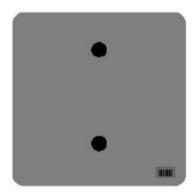
**5.0 PAYMENT.** The Department will make payment for the completed and accepted quantities under the following:

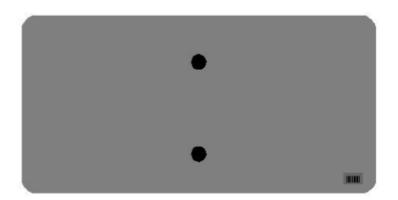
CodePay ItemPay Unit24631ECBarcode Sign InventoryEach

The Department will not make payment for this item until all barcodes are installed and sign inventory is complete on every permanent sign installed on the project. The Department will make payment for installation of the permanent sign in accordance to Section 715. The Department will consider payment as full compensation for all work required under this special note.

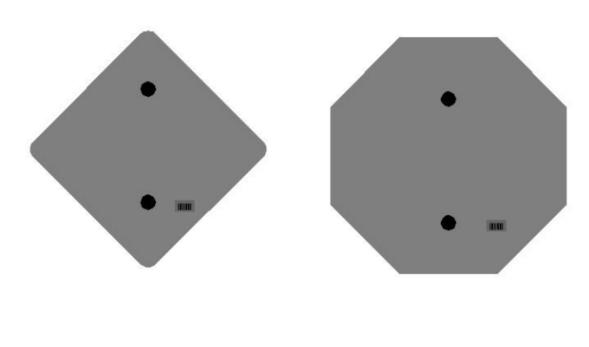
## One Sign Post

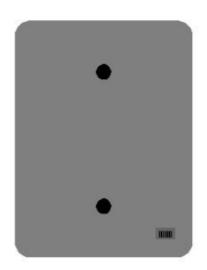


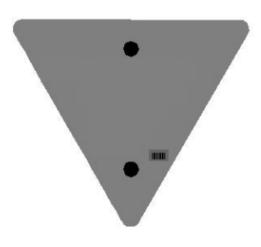




## One Sign Post

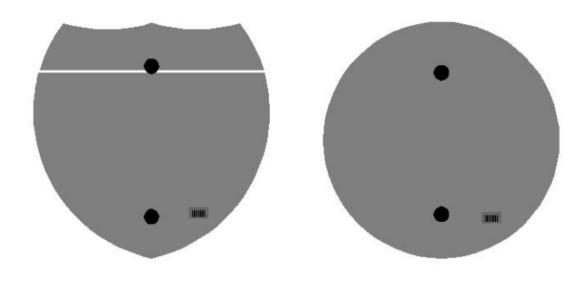


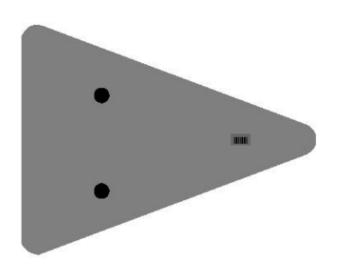




JEFFERSON COUNTY STPM 3001 (512)

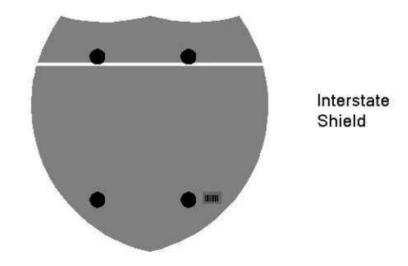
One Sign Post

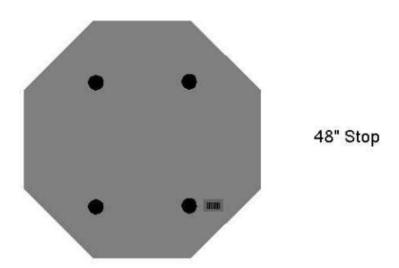




JEFFERSON COUNTY STPM 3001 (512)

## Double Sign Post

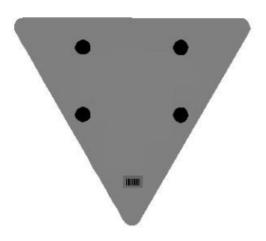




## 2 Post Signs







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#### SPECIAL NOTE FOR LONGITUDINAL PAVEMENT JOINT ADHESIVE

- 1. DESCRIPTION. This specification covers the requirements and practices for applying an asphalt adhesive material to the longitudinal joint of the surface course of an asphalt pavement. Apply the adhesive to the face of longitudinal joint between driving lanes for the first lane paved. Then, place and compact the adjacent lane against the treated face to produce a strong, durable, waterproof longitudinal joint.
- 2. MATERIALS, EQUIPMENT, AND PERSONNEL.
  - 2.1 Joint Adhesive. Provide material conforming to Subsection 2.1.1.
  - 2.1.1 Provide an adhesive conforming to the following requirements:

Property	Specification	Test Procedure
Viscosity, 400 ° F (Pa·s)	4.0 – 10.0	ASTM D 4402
Cone Penetration, 77 ° F	60 – 100	ASTM D 5329
Flow, 140 ° F (mm)	5.0 max.	ASTM D 5329
Resilience, 77 ° F (%)	30 min.	ASTM D 5329
Ductility, 77 ° F (cm)	30.0 min.	ASTM D 113
Ductility, 39 ° F (cm)	30.0 min.	ASTM D 113
Tensile Adhesion, 77 ° F (%)	500 min.	ASTM D 5329, Type II
Softening Point, ° F	171 min.	AASHTO T 53
Asphalt Compatibility	Pass	ASTM D 5329

Ensure the temperature of the pavement joint adhesive is between 380 and 410 °F when the material is extruded in a 0.125-inch-thick band over the entire face of the longitudinal joint.

- 2.2. Equipment.
- 2.2.1 Melter Kettle. Provide an oil-jacketed, double-boiler, melter kettle equipped with any needed agitation and recirculating systems.
- 2.2.2 Applicator System. Provide a pressure-feed-wand applicator system with an applicator shoe attached.
- 2.3 Personnel. Ensure a technical representative from the manufacturer of the pavement joint adhesive is present during the initial construction activities and available upon the request of the Engineer.

### 3. CONSTRUCTION.

3.1 Surface Preparation. Prior to the application of the pavement joint adhesive, ensure the face of the longitudinal joint is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the joint face by the use of compressed air.

11N

Ensure this preparation process occurs shortly before application to prevent the return of debris on the joint face.

- 3.2 Pavement Joint Adhesive Application. Ensure the ambient temperature is a minimum of 40 °F during the application of the pavement joint adhesive. Prior to applying the adhesive, demonstrate competence in applying the adhesive according to this note to the satisfaction of the Engineer. Heat the adhesive in the melter kettle to the specified temperature range. Pump the adhesive from the melter kettle through the wand onto the vertical face of the cold joint. Apply the adhesive in a continuous band over the entire face of the longitudinal joint. Do not use excessive material in either thickness or location. Ensure the edge of the extruded adhesive material is flush with the surface of the pavement. Then, place and compact the adjacent lane against the joint face. Remove any excessive material extruded from the joint after compaction (a small line of material may remain).
- 3.3 Pavement Joint Adhesive Certification. Furnish the joint adhesive's certification to the Engineer stating the material conforms to all requirements herein prior to use.
- 3.4 Sampling and Testing. The Department will require a random sample of pavement joint adhesive from each manufacturer's lot of material. Extrude two 5 lb. samples of the heated material and forward the sample to the Division of Materials for testing. Reynolds oven bags, turkey size, placed inside small cardboard boxes or cement cylinder molds have been found suitable. Ensure the product temperature is 400°F or below at the time of sampling.
- 4. MEASUREMENT. The Department will measure the quantity of Pavement Joint Adhesive in linear feet. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of Pavement Joint Adhesive, the cleaning of the joint face, or furnishing and placing the adhesive. The Department will consider all such items incidental to the Pavement Joint Adhesive.
- 5. PAYMENT. The Department will pay for the Pavement Joint Adhesive at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

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Pavement Joint Adhesive Price Adjustment Schedule						
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay
Joint Adhesive Referenced in Subsection 2.1.1						
Viscosity, 400 ° F (Pa•s)			3.0-3.4	2.5-2.9	2.0-2.4	≤1.9
ASTM D 3236	4.0-10.0	3.5-10.5	10.6-11.0	11.1-11.5	11.6-12.0	≥ 12.1
Cone Penetration, 77 ° F			54-56	51-53	48-50	≤ 47
ASTM D 5329	60-100	57-103	104-106	107-109	110-112	≥ 113
Flow, 140 ° F (mm) ASTM D 5329	≤ 5.0	≤ 5.5	5.6-6.0	6.1-6.5	6.6-7.0	≥ 7.1
Resilience, 77 ° F (%) ASTM D 5329	≥ 30	≥ 28	26-27	24-25	22-23	≤ 21
Tensile Adhesion, 77 ° F (%) ASTM D 5329	≥ 500	≥ 490	480-489	470-479	460-469	≤ 459
Softening Point, ° F AASHTO T 53	≥ 171	≥ 169	166-168	163-165	160-162	≤ 159
Ductility, 77 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9
Ductility, 39 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9

CodePay ItemPay Unit20071ECJoint AdhesiveLinear Foot

May 7, 2014

## **PART III**

## EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 - Revised October 23, 2023

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

#### **ATTACHMENTS**

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

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

- 1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
- b. The contractor will accept as its operating policy the following statement:

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

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or 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 or other knowledgeable company official.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women

- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
  - (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

#### 1. Minimum wages (29 CFR 5.5)

- a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- b. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
  - (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- c. Conformance. (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is used in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to <a href="mailto:DBAconformance@dol.gov">DBAconformance@dol.gov</a>. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to <a href="mailto:DBAconformance@dol.gov">DBAconformance@dol.gov</a>, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

- under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- d. Fringe benefits not expressed as an hourly rate. 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, 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.
- f. Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

#### 2. Withholding (29 CFR 5.5)

- a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.
- b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph

- 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

#### 3. Records and certified payrolls (29 CFR 5.5)

- a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

- agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
  - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
  - (ii) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

- (5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

## 4. Apprentices and equal employment opportunity (29 CFR 5.5)

- a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- (3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.
- **6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- **10. Certification of eligibility**. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of <u>40 U.S.C. 3144(b)</u> or § 5.12(a).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, <u>18</u> U.S.C. 1001.
- 11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

#### 3. Withholding for unpaid wages and liquidated damages

- a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate:
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.
- **4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- **5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

#### **VII. SAFETY: ACCIDENT PREVENTION**

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

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 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 Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

# VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

# IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200.
  "First Tier Covered Transactions" refers to any covered
  transaction between a recipient or subrecipient of Federal
  funds and a participant (such as the prime or general contract).
  "Lower Tier Covered Transactions" refers to any covered
  transaction under a First Tier Covered Transaction (such as
  subcontracts). "First Tier Participant" refers to the participant
  who has entered into a covered transaction with a recipient or
  subrecipient of Federal funds (such as the prime or general
  contractor). "Lower Tier Participant" refers any participant who
  has entered into a covered transaction with a First Tier
  Participant or other Lower Tier Participants (such as
  subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- 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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800: and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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#### 3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- 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. 2 CFR 180.325.

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

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
- (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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# XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
- 2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

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

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

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

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

- 1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (forty and above); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age forty (40) and over. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, except that such a notice or advertisement may indicate a preference, limitation, or specification based on religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, when religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, is a bona fide occupational qualification for employment.
- 3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age forty (40) and over, in admission to, or employment in any program established to provide apprenticeship or other training.

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

Revised: January 25, 2017

# **Standard Title VI/Non-Discrimination Assurances**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts
  and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of
  Transportation, Federal Highway Administration, as they may be amended from time to time, which are
  herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will\_not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- [4. Information and Reports: The contractor will\_provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## Standard Title VI/Non-Discrimination Statutes and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **EXECUTIVE BRANCH CODE OF ETHICS**

The Executive Branch Code of Ethics created by Kentucky Revised Statutes (KRS) Chapter 11A, effective July 14, 1992, establishes the ethical standards that govern the conduct of all executive branch employees. The Executive Branch Code of Ethics, which states, in part:

## KRS 11A.040 (7) provides:

A present or former public servant listed in KRS 11A.010(9)(a) to (g) shall not, within one (1) year following termination of his or her office or employment, accept employment, compensation, or other economic benefit from any person or business that contracts or does business with, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of one (1) year, he or she personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his or her tenure in state government. This subsection shall not prohibit the performance of ministerial functions, including but not limited to filing tax returns, filing applications for permits or licenses, or filing incorporation papers, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

#### KRS 11A.040 (9) states:

A former public servant shall not represent a person or business before a state agency in a matter in which the former public servant was directly involved during the last thirty-six (36) months of his tenure, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not to obtain private benefits.

If you have worked for the executive branch of state government within the past year, 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, 1025 Capital Center Drive, Suite 105, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: March 11, 2025

"General Decision Number: KY20250038 05/16/2025

Superseded General Decision Number: KY20240038

State: Kentucky

Construction Type: Highway

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

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- |. Executive Order 14026 generally applies to the contract.
- all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on . or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a

conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	03/07/2025
2	04/04/2025
3	05/16/2025

BRIN0004-003 06/01/2024

BRECKENRIDGE COUNTY

	Rates	Fringes	
BRICKLAYER	\$ 33.70	16.57	
BRKY0001-005 06/01/2024			-

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

	Rates	Fringes
BRICKLAYER	\$ 35.00	17.13
BRKY0002-006 06/01/2024		

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER	.\$ 35.00	17.13
BRKY0007-004 06/01/2024		

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

	Rates	Fringes	
BRICKLAYER	\$ 41.05	21.79	
BRKY0017-004 06/01/2024			-

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

	Rates	Fringes
BRICKLAYER	\$ 35.00	17.13
* CARP0064-001 04/01/2025		

	Rates	Fringes
CARPENTER		24.06 24.06

Contract ID: 251315 Page 264 of 280

PILEDRIVERMAN	\$ 34.39	24.06
ELEC0212-008 06/6	)5/2024	

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes	
ELECTRICIAN	\$ 35.43	22.05	
ELEC0212-014 11/27/2023			

BRACKEN, GALLATIN & GRANT COUNTIES:

	Races	Fringes
Sound & Communication Technician	.\$ 27.20	14.54
ELEC0317-012 06/03/2024		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes	
ELECTRICIAN (Wiremen)	\$ 38.30	23.12	
ELEC0369-007 05/29/2024			_

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

	Rates	Fringes
ELECTRICIAN	.\$ 37.88	21.38
ELEC0575-002 05/29/2023		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN	.\$ 37.00	22.26
ENGI0181-018 07/01/2024		

I	Rates	Fringes
		· ·
POWER EQUIPMENT OPERATOR		
GROUP 1\$	40.05	19.10
GROUP 2\$	37.19	19.10
GROUP 3\$	37.64	19.10
GROUP 4\$	36.87	19.10

#### OPERATING ENGINEER CLASSIFICATIONS

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

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

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

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

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

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID

ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044-009 06/01/2024

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON, BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan); CARROLL (Eastern third, including the Township of Ghent); FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar

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

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

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

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

	Rates	Fringes	
IRONWORKER			
Fence Erector	\$ 33.60	23.60	
Structural	\$ 35.37	23.60	

IRON0070-006 06/01/2024

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE, WASHINGTON & WOODFORD BOURBON (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris); CARROLL (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville); CLARK (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte); OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill); SCOTT (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stampling Ground & Woodlake);

Rate	es Fr	inges
IRONWORKER\$ 34.	59	25.00

IRON0769-007 06/01/2024

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

Rates Fringes

ZONE 1\$ 37.66	29.24
ZONE 2\$ 38.06	29.24
ZONE 3\$ 39.66	29.24

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

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

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

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#### LAB00189-003 07/01/2024

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

	Rates	Fringes
Laborers:		
GROUP	1\$ 23.96	18.58
GROUP	2\$ 24.21	18.58
GROUP	3\$ 24.26	18.58
GROUP	4\$ 24.86	18.58

#### LABORERS CLASSIFICATIONS

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

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

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

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste

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

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LAB00189-008 07/01/2024

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

	F	Rates	Fringes
Laborers:			
	1\$	23 06	18.58
	2\$		18.58
			_0.50
	3\$		18.58
GROUP	4\$	24.86	18.58

#### LABORERS CLASSIFICATIONS

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

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

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

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

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	R	ates	Fringes
			_
Laborers:			
GROUP	1\$	23.96	18.58
GROUP	2\$	24.21	18.58
GROUP	3\$	24.26	18.58
GROUP	4\$	24.86	18.58

#### LABORERS CLASSIFICATIONS

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

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

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

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

DATUS 00 00 07 (44 (000)

PAIN0012-005 06/11/2005

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

	Rates	Fringes
PAINTER Bridge/Equipment Tender		
and/or Containment Builder  Brush & Roller	•	5.90 5.90
Elevated Tanks; Steeplejack Work; Bridge &	,,	

Lead Abatement	\$ 22.30	5.90
Sandblasting &		
Waterblasting	\$ 22.05	5.90
Spray	\$ 21.80	5.90

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender and Containment Builder Brush & Roller Elevated Tanks;	•	9.06 9.06
Steeplejack Work; Bridge & Lead AbatementSandblasting & Water Blasting	•	9.06
Spray		9.06

PAIN0118-004 06/01/2018

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

	Rates	Fringes
PAINTER Brush & Roller	\$ 22.00	12.52
Spray, Sandblast, Power Tools, Waterblast & Steam		
Cleaning	\$ 23.00	12.52
PAIN1072-003 12/01/2024		

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

Rates	Fringes
rates	LLTHRES

Painters:

PLUM0248-003 06/01/2024

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

	Rates	Fringes
Plumber and Steamfit	ter\$ 41.50	25.01
DLUMA202 007 06 /01 /	·	

PLUM0392-007 06/01/2024

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

Rates Fringes

Plumbers and Pipefitters......\$ 40.70 26.75

DI INGEO 002 00 /04 /0024

PLUM0502-003 08/01/2024

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

	Rates	Fringes
PLUMBER	\$ 41.90	24.89

\* SUKY2010-160 10/08/2001

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

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

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

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

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
  - a) a survey underlying a wage determination
  - b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations.

Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

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

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

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

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

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

#### TO: EMPLOYERS/EMPLOYEES

#### PREVAILING WAGE SCHEDULE:

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

#### **OVERTIME:**

Overtime is to be paid to an employee at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. Wage violations or questions should be directed to the designated Engineer or the undersigned.

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

# **PART IV**

# **BID ITEMS**

251315

**PROPOSAL BID ITEMS** 

Page 277 of 280

Page 1 of 4

Contract ID: 251315

Report Date 7/1/25

# 251315

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	1,288.00	TON		\$	
0020	00190		LEVELING & WEDGING PG64-22	1,619.00	TON		\$	
0030	00212		CL2 ASPH BASE 1.00D PG64-22	38.00	TON		\$	
0040	00214		CL3 ASPH BASE 1.00D PG64-22	418.00	TON		\$	
0050	00296		ASPHALT PRIME COAT	0.38	TON		\$	
0060	00301		CL2 ASPH SURF 0.38D PG64-22	19.00	TON		\$	
0070	00388		CL3 ASPH SURF 0.38B PG64-22	1,360.00	TON		\$	
0800	02084		JPC PAVEMENT-8 IN	34.00	SQYD		\$	
0090	02101		CEM CONC ENT PAVEMENT-8 IN	1,946.00	SQYD		\$	
0100	02677		ASPHALT PAVE MILLING & TEXTURING	1,302.00	TON		\$	
0110	24767ED		EXPOSED AGGREGATE CONC PAVEMENT-8 IN (LOUISVILLE METRO HISTORIC MIX)	87.00	SQYD		\$	
0120	24970EC		ASPHALT MATERIAL FOR TACK NON- TRACKING	6.15	TON		\$	

# Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
0130	01314		PLUG PIPE	3.00	EACH		\$	
0140	01811		STANDARD CURB AND GUTTER MOD	1,681.00	LF		\$	
0150	01875		STANDARD HEADER CURB	255.00	LF		\$	
0160	02159		TEMP DITCH	2,647.00	LF		\$	
0170	02160		CLEAN TEMP DITCH	1,323.00	LF		\$	
0180	02200		ROADWAY EXCAVATION	1,680.00	CUYD		\$	
0190	02242		WATER	50.00	MGAL		\$	
0200	02429		RIGHT-OF-WAY MONUMENT TYPE 1	17.00	EACH		\$	
0210	02430		RIGHT-OF-WAY MONUMENT TYPE 1A	4.00	EACH		\$	
0220	02432		WITNESS POST	3.00	EACH		\$	
0230	02545		CLEARING AND GRUBBING APPROXIMATELY 3.74 ACRES	1.00	LS		\$	
0240	02607		FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	13,297.00	SQYD	\$2.00	\$	\$26,594.00
0250	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0260	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0270	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0280	02690		SAFELOADING	2.00	CUYD		\$	
0290	02701		TEMP SILT FENCE	2,647.00	LF		\$	
0300	02703		SILT TRAP TYPE A	9.00	EACH		\$	
0310	02704		SILT TRAP TYPE B	9.00	EACH		\$	
0320	02705		SILT TRAP TYPE C	9.00	EACH		\$	
0330	02706		CLEAN SILT TRAP TYPE A	9.00	EACH		\$	
0340	02707		CLEAN SILT TRAP TYPE B	9.00	EACH		\$	
0350	02708		CLEAN SILT TRAP TYPE C	9.00	EACH		\$	
0360	02720		SIDEWALK-4 IN CONCRETE	4,771.00	SQYD		\$	

Contract ID: 251315 Page 278 of 280

Page 2 of 4

251315

## **PROPOSAL BID ITEMS**

#### Report Date 7/1/25

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0370	02726		STAKING	1.00	LS		\$	
0380	03262		CLEAN PIPE STRUCTURE	36.00	EACH		\$	
0390	05952		TEMP MULCH	28,976.00	SQYD		\$	
0400	05953		TEMP SEEDING AND PROTECTION	21,732.00	SQYD		\$	
0410	05963		INITIAL FERTILIZER	0.05	TON		\$	
0420	05964		MAINTENANCE FERTILIZER	0.03	TON		\$	
0430	05985		SEEDING AND PROTECTION	913.00	SQYD		\$	
0440	05990		SODDING	7,961.00	SQYD		\$	
0450	05992		AGRICULTURAL LIMESTONE	0.57	TON		\$	
0460	06510		PAVE STRIPING-TEMP PAINT-4 IN	4,672.00	LF		\$	
0470	06513		PAVE STRIPING-TEMP PAINT-12 IN	42.00	LF		\$	
0480	06542		PAVE STRIPING-THERMO-6 IN W	9,587.00	LF		\$	
0490	06543		PAVE STRIPING-THERMO-6 IN Y	9,546.00	LF		\$	
0500	06562		PAVE MARKING-THERMO R 6 FT	2.00	EACH		\$	
0510	06563		PAVE MARKING-R/R XBUCKS 16 IN	42.00	LF		\$	
0520	06565		PAVE MARKING-THERMO X-WALK-6 IN	151.00	LF		\$	
0530	06568		PAVE MARKING-THERMO STOP BAR-24IN	362.00	LF		\$	
0540	06569		PAVE MARKING-THERMO CROSS-HATCH	128.00	SQFT		\$	
0550	06573		PAVE MARKING-THERMO STR ARROW	5.00	EACH		\$	
0560	06574		PAVE MARKING-THERMO CURV ARROW	15.00	EACH		\$	
0570	06575		PAVE MARKING-THERMO COMB ARROW	4.00	EACH		\$	
0580	06610		INLAID PAVEMENT MARKER-MW	4.00	EACH		\$	
0590	06612		INLAID PAVEMENT MARKER-BY	48.00	EACH		\$	
0600	10020NS		FUEL ADJUSTMENT	5,378.00	DOLL	\$1.00	\$	\$5,378.00
0610	10030NS		ASPHALT ADJUSTMENT	13,508.00	DOLL	\$1.00	\$	\$13,508.00
0620	15094		S MANHOLE ADJUST TO GRADE	17.00	EACH		\$	-
0630	20071EC		JOINT ADHESIVE	8,777.00	LF		\$	
0640	20208NC		PAVE MARK-PAINT ARROWS	1.00	EACH		\$	
0650	20550ND		SAWCUT PAVEMENT	2,553.00	LF		\$	
0660	21417ES717		PAVE MARK THERMO CONE CAP-SOLID YELLOW	-	SQFT			
	_		-				\$ ¢	
0670	22520EN		PAVE MARKING-THERMO YIELD BAR-36 IN	22.00			Ψ	
0680	22766ED		TRENCH DRAIN	69.00			\$	
0690 0700	23010EN 23158ES505		PAVE MARK TEMP PAINT STOP BAR-24 IN DETECTABLE WARNINGS	23.00	LF SQFT		\$	
							\$	
0710	23261EC		PAVE MARK-THERMO-X-WALK-24 IN	50.00			\$	
0720	23314EC		CONCRETE TRENCH	2,026.00			\$	
0730	24665EX		RAILROAD COORDINATION	1.00	LS		\$	
0740	24683ED		PAVE MARKING-THERMO DOTTED LANE EXTEN	69.00	LF		\$	
0750	24705EC		REMOVE & RESET LIGHT POLE	13.00	EACH		\$	
0760	24768EC		LANE SEPARATOR CURB	35.00	LF		\$	
0770	24814EC		PIPELINE INSPECTION	3,182.00	LF		\$	
0780	26248EC		ELECTRONIC DELIVERY MGMT SYSTEM - AGG	1.00	LS		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC FP AMOU	NT
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Contract ID: 251315 Page 279 of 280

251315

## **PROPOSAL BID ITEMS**

#### Report Date 7/1/25

Page 3 of 4

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
0790	00518		STORM SEWER PIPE-8 IN	16.00	LF		\$	
0080	00520		STORM SEWER PIPE-12 IN	1,016.00	LF		\$	
0810	00521		STORM SEWER PIPE-15 IN	2,546.00	LF		\$	
820	00522		STORM SEWER PIPE-18 IN	695.00	LF		\$	
0830	00524		STORM SEWER PIPE-24 IN	573.00	LF		\$	
0840	00551		STORM SEWER PIPE-15 IN EQUIV	58.00	LF		\$	
0850	01200		PIPE CULVERT HEADWALL-12 IN	1.00	EACH		\$	
0860	01480		CURB BOX INLET TYPE B	1.00	EACH		\$	
0870	01487		CURB BOX INLET TYPE F	1.00	EACH		\$	
0880	01496		DROP BOX INLET TYPE 3	4.00	EACH		\$	
0890	01559		DROP BOX INLET TYPE 13G	18.00	EACH		\$	
0900	01577		DROP BOX INLET TYPE 14	15.00	EACH		\$	
0910	01579		DROP BOX INLET TYPE 15 MOD	2.00	EACH		\$	
0920	01581		DROP BOX INLET TYPE 16G	1.00	EACH		\$	
0930	01719		ADJUST INLET	9.00	EACH		\$	
0940	01720		RECONSTRUCT INLET	3.00	EACH		\$	
0950	01743		CORED HOLE DRAINAGE BOX CON-12 IN	3.00	EACH		\$	
0960	01756		MANHOLE TYPE A	20.00	EACH		\$	
0970	02478		CAP INLET	1.00	SQYD		\$	
0980	21541NN		CORED HOLE DRAINAGE BOX CON- 18 IN	1.00	EACH		\$	
0990	23822EC		CORED HOLE DRAINAGE BOX CON-15 IN	2.00	EACH		\$	
1000	23952EC		DRAINAGE JUNCTION BOX TY B	3.00	EACH		\$	
1010	24881EC		MSD 18 IN X 18 IN YARD DRAIN	24.00	EACH		\$	
1020	24882EC		MSD CATCH BASIN TYPE 1	8.00	EACH		\$	
1030	25071ED		SIDEWALK UNDERDRAIN	1.00	EACH		\$	

# Section: 0004 - SIGNING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
1040	06406		SBM ALUM SHEET SIGNS .080 IN	89.00	SQFT		\$	
1050	06410		STEEL POST TYPE 1	118.00	LF		\$	
1060	24631EC		BARCODE SIGN INVENTORY	13.00	EACH		\$	

# Section: 0005 - WATERLINE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	<b>AMOUNT</b>
1070	14019		W FIRE HYDRANT ASSEMBLY	6.00	EACH		\$	
1080	14021		W FIRE HYDRANT REMOVE	6.00	EACH		\$	
1090	14025		W METER 1 INCH	9.00	EACH		\$	
1100	14028		W METER 3/4 INCH	41.00	EACH		\$	
1110	14029		W METER ADJUST	12.00	EACH		\$	
1120	14030		W METER RELOCATE	34.00	EACH		\$	
1130	14036		W PIPE DUCTILE IRON 06 INCH	180.00	LF		\$	
1140	14037		W PIPE DUCTILE IRON 08 INCH	60.00	LF		\$	
1150	14040		W PIPE DUCTILE IRON 16 INCH	940.00	LF		\$	
1160	14094		W TIE-IN 06 INCH	5.00	EACH		\$	
1170	14095		W TIE-IN 08 INCH	5.00	EACH		\$	

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LINE	<b>BID CODE</b>	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	<b>AMOUNT</b>
1180	14098		W TIE-IN 16 INCH	19.00	EACH		\$	
1190	14105		W VALVE 06 INCH	12.00	EACH		\$	
1200	14106		W VALVE 08 INCH	3.00	EACH		\$	
1210	14109		W VALVE 16 INCH	9.00	EACH		\$	
1220	14113		W VALVE BOX ADJUST	40.00	EACH		\$	
1230	14145		W SERV COPPER LONG SIDE 1 IN	4.00	EACH		\$	
1240	14148		W SERV COPPER LONG SIDE 3/4 IN	19.00	EACH		\$	
1250	14149		W SERV COPPER SHORT SIDE 1 IN	5.00	EACH		\$	
1260	14152		W SERV COPPER SHORT SIDE 3/4 IN	22.00	EACH		\$	
1270	14177		W VALVE BOX REMOVE	11.00	EACH		\$	

## Section: 0006 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
1280	02568		MOBILIZATION	1.00	LS		\$	
1290	02569		DEMOBILIZATION	1.00	LS		\$	