



**CALL NO. 107**

**CONTRACT ID. 221339**

**MAGOFFIN COUNTY**

**FED/STATE PROJECT NUMBER STP 4602 096**

**DESCRIPTION US 460**

**WORK TYPE GRADE & DRAIN WITH ASPHALT SURFACE**

**PRIMARY COMPLETION DATE 11/1/2023**

**LETTING DATE: August 18,2022**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME August 18,2022. 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**

ADMINISTRATIVE DISTRICT - 10

CONTRACT ID - 221339  
STP 4602 096  
COUNTY - MAGOFFIN  
PCN - DE07704602239  
STP 4602 096

US 460 (MP 10.0) RECONSTRUCT AT IVY POINT (MP 10.7), A DISTANCE OF 0.42 MILES.GRADE & DRAIN WITH ASPHALT SURFACE SYP NO. 10-08901.00.  
GEOGRAPHIC COORDINATES LATITUDE 37:44:54.00 LONGITUDE -83:04:45.00  
ADT 5,750

COMPLETION DATE(S):  
COMPLETED BY 11/01/2023      APPLIES TO CONTRACT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

### **REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY**

Pursuant to KRS 176.085(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under [KRS 14A.9-030](#) unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception. Foreign entity is defined within [KRS 14A.1-070](#).

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

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

### **SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT**

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

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

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

### **HARDWOOD REMOVAL RESTRICTIONS**

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

### **INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES**

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

### **ACCESS TO RECORDS**

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially

disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.

April 30, 2018

## **FEDERAL CONTRACT NOTES**

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

- |                                |  |
|--------------------------------|--|
| 102.02 Current Rating          | 102.08 Preparation and Delivery of Proposals |
| 102.13 Irregular Bid Proposals | 102.14 Disqualification of Bidders           |
| 102.09 Proposal Guaranty       |  |

### **CIVIL RIGHTS ACT OF 1964**

The Kentucky 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.

### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

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

The DBE Participation Plan shall include the following:

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

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

#### **UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED**

Contractors must submit the signed subcontract between the contractor and the DBE contractor, along with the DBE's certificate of insurance. If the DBE is a supplier of materials for the project, a signed purchase order must be submitted to the Division of Construction Procurement.

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

#### **CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

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

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

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

1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
2. Whether the bidder provided solicitations through all reasonable and available means;
3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the Disadvantaged Enterprise Business Liaison Officer (DEBLO) in the Office 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 **signed and notarized** Affidavit of Subcontractor Payment (TC 18-7) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. These documents must be completed and signed within 7 days of being paid by the Cabinet.

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

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

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

Office 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. Melvin Byne. Mr. Byne's current contact information is email address – [melvin.bynes2@ky.gov](mailto:melvin.bynes2@ky.gov) and the telephone number is (502) 564-3601.

### **DEFAULT OR DECERTIFICATION OF THE DBE**

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

### **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: 5/3/2022

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CARGO  
PREFERENCE ACT (CPA).**

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

### **ASPHALT MIXTURE**

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

### **INCIDENTAL SURFACING**

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

### **ASPHALT PAVEMENT RIDE QUALITY CATEGORY B**

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

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

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

### **OPTION A**

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

**Special Notes for AEP (American Electric Power) Overhead Pole**

Do not disturb the existing utility pole (power distribution lines) located at Ex. US 460 Connector Station 45+00, RT 100'. The contractor shall not perform blasting or pre-splitting activities within 25 feet radius of the utility pole. Other construction methods of rock excavation below the utility pole, such as hoe-ramming, shall be reviewed and approved by the Engineer prior to construction to ensure minimal disturbance to the existing utility pole is achieved. All construction activities shall comply with the OSHA (Occupational Safety and Health Administration) safety standards.

## **SPECIAL NOTE FOR EXCESS MATERIAL SITES**

### **MENIFEE COUNTY RECONSTRUCTION US 460 ITEM 10-8901.00**

The construction activities of this project may result in a considerable amount of excess material. It is the contractor's responsibility to dispose of material in compliance with the United States Army Corps of Engineers (USACE) and Kentucky Division of Water (DOW) rules and regulations pertaining to discharges into U.S. Waters.

#### **PART A: PERMITTED SITES**

Documents and reports for environmental studies, which include historic, archaeological surveys, biological assessments, etc., have been conducted by the KYTC and approved by the appropriate regulatory agencies for one excess material site.

The KYTC has prepared Section 404 & 401 permits for the excess material site that is available for the contractor to use for this KYTC project. Stream mitigation in-lieu fees are not required for using this site.

**The KYTC has not acquired fee simple ownership or purchased an easement to this excess material site.** The contractor is responsible for securing permission to place excess material at the site from the property owner(s). The KYTC has not secured access rights to the proposed excess material site. The contractor must secure any haul roads or accesses through other properties by agreements with property owners or other governmental agencies (ie. County roads, private roads, etc.). The KYTC is not responsible for damages or repairs to sites or accesses to sites located outside of state right of way. The contractor shall notify the KYTC on the waste site(s) that will be used during construction. The contractor must notify the KYTC prior to tree clearing in the excess material sites. The location of the excess material site and the permitted limits of the site are identified in the attached map. The following information is the property owner contact information:

#### **Excess Material Site A:**

David Gardner  
(606)454-4716

**Special Note Concerning Environmental Training Specified by Permit:**

In accordance with Section 213.02.02 of Kentucky Standard Specifications for Road and Bridge Construction (latest edition), a qualified erosion and sediment control inspector who has successfully completed the KEPSC-RI qualification training and testing course is required. A record of training qualification will be maintained by the contractor and a copy provided to the resident engineer within 10 days of employment and annually thereafter for as long as the contractor is under contract.

It is the contractor's responsibility to review the Sections 404 & 401 permits and maintain compliance with the 401 & 404 permits throughout the duration of the project.

#### **PART B: INFORMATION FOR ALL PERMITTED/UNPERMITTED SITES**

**Any work associated with the excess material site will be incidental to the excavation cost including but not limited to the following items: Erosion Control Devices, Clearing and Grubbing, Seeding and Protection, Temporary and Permanent Drainage Ditches, and Structures (including pipes, culverts, etc.).**

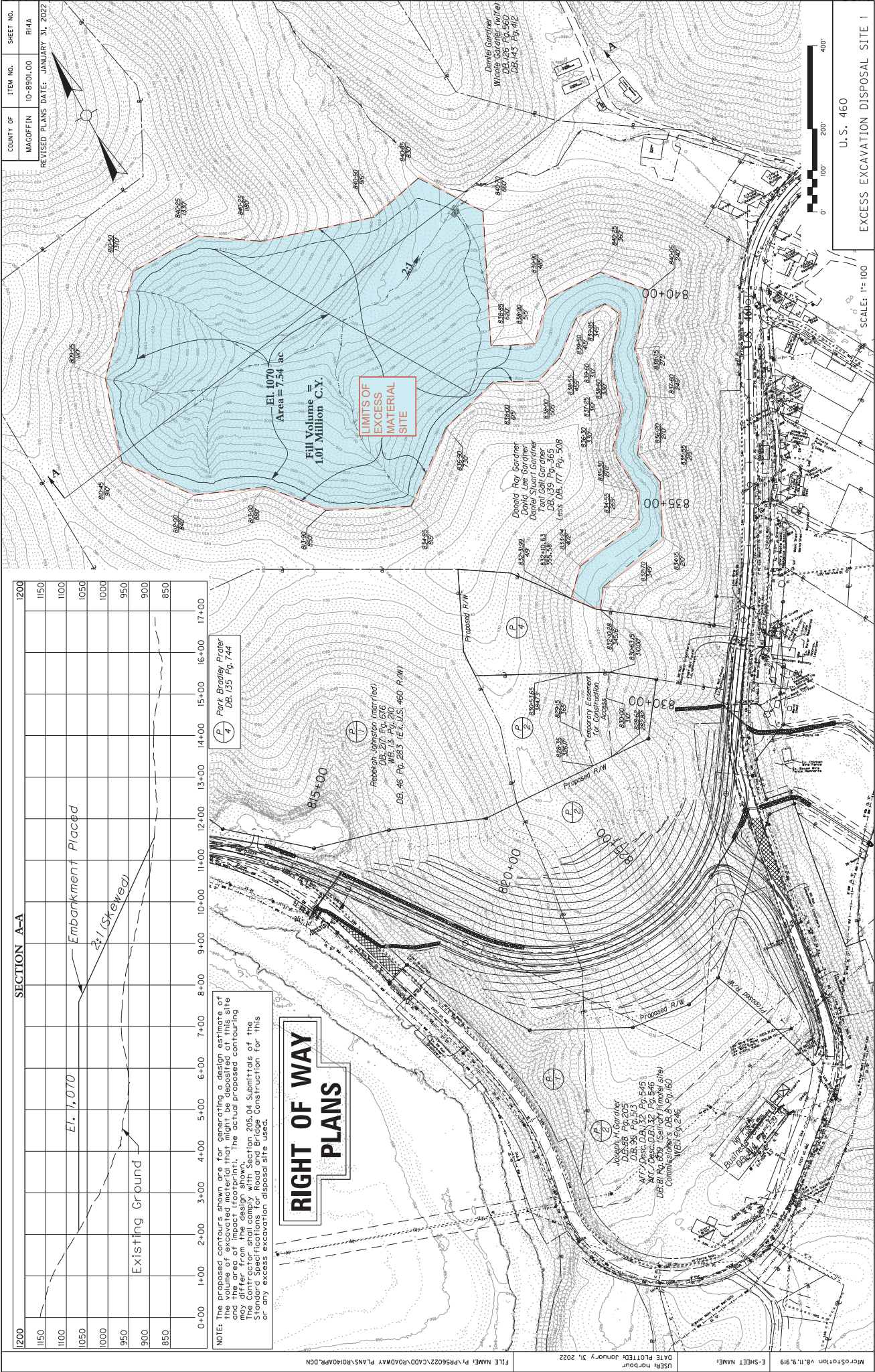
**The contractor must contact the utility companies to determine if relocations of existing utilities (underground and overhead) are necessary. Costs associated with utility relocation resulting from the use of these excess material sites will be the responsibility of the contractor.**

The contractor shall abide by Section 205 in the Standard Specifications for Road and Bridge Construction Manual for excess material disposal.

If the contractor chooses to use other excess material site(s) (rather than or in addition to) the KYTC's identified excess material sites, or modify the identified excess material sites, it will be the responsibility of the contractor to acquire the necessary permits and certifications, and other required environmental document(s) and clearances. The Contractor shall contact the District Office if there are questions related to required environmental document(s). When applying for new or modified permits obtain approval from the KYTC and obtain the new permit in the Contractor's name from the USACE. If the site requires tree removal work, the contractor must coordinate with the KYTC – Environmental Analysis prior to any tree clearing at the excess material sites. The contractor shall also comply with any local ordinances. No additional contract time or payment will be allowed for this process.

Based on the clearances acquired by KYTC for the excess material site, KYTC will contribute up to but not to exceed \$54,440 (with no clearing of trees from June 1 - July 31) into the Imperiled Bat Conservation Fund for mitigation fee required for selected excess material site(s). Any excess contribution amount required is the responsibility of the contractor.

Questions concerning any potential impacts to "Waters of the United States" should be brought to the attention of the appropriate District Office for the Corps of Engineers for determination, prior to disturbance. Any fees associated with obtaining new or modified permit approvals for the disposal of excess material from the USACE or other appropriate regulatory agencies are the responsibility of the contractor.



SECTION A-A															
1200															
1150															
1100															
1050															
1000															
950															
900															
850															
0+00	1+00	2+00	3+00	4+00	5+00	6+00	7+00	8+00	9+00	10+00	11+00	12+00	13+00	14+00	15+00
17+00															

NOTE: The proposed contours shown are for generating a design estimate of the volume of excavated material that might be deposited at this site. The actual proposed contours may differ from the design shown. The Contractor shall comply with Section 205.04 Submittals of the Standard Specifications for Bridge Construction for this or any excess excavation disposal site used.

# RIGHT OF WAY PLANS

Park Bradley Prater  
DB 135 Pg. 744

Rebuild bridge (marked)  
DB 207 Pg. 616  
WB 15 Pg. 210  
DB 46 Pg. 283 IEC U.S. 460 R/W

Joseph H. Gardner  
DB 88 Pg. 205  
DB 96 Pg. 215  
X17 Desc DB 132 Pg. 646  
DB 81 Pg. 650 (Solid material site)  
Commissioner's DB 8 Pg. 160  
WB 1 Pg. 246

Proposed R/W

Proposed R/W

Proposed R/W

U.S. 460  
EXCESS EXCAVATION DISPOSAL SITE 1  
SCALE: 1"= 100'

***SPECIAL NOTE***

**For Tree Removal**

**Magoffin County  
IMPROVE US-460 IN MAGOFFIN COUNTY AT IVY  
POINT HILL WEST OF SALYERSVILLE  
Item No. 10-8901**

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

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

***SPECIAL NOTE***

**For Tree Removal**

**Magoffin County  
IMPROVE US-460 IN MAGOFFIN COUNTY AT IVY  
POINT HILL WEST OF SALYERSVILLE WASTE SITE  
Item No. 10-8901**

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

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

## **SPECIAL NOTE FOR PIPELINE INSPECTION**

**1.0 DESCRIPTION.** The Department will perform visual inspections on all pipe on the project. A video inspection will be required on projects having more than 250 linear feet of storm sewer and/or culvert pipe and on routes with an ADT of greater than 1,000 vehicles. Conduct video inspections on all pipe located under the roadway and 50 percent of the remaining pipe not under the roadway. Storm sewer runs and outfall pipes not under the roadway take precedence over rural entrance pipes. Contractors performing this item of work must be prequalified with the Department in the work type J51 (Video Pipe Inspection and Cleaning). Deflection testing shall be completed using a mandrel in accordance with the procedure outlined below or by physical measurement for pipes greater than 36 inches in diameter. Mandrel testing for deflection must be completed prior to the video inspection testing. Unless otherwise noted, Section references herein are to the Department's 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 Diameter	Max. Deflection Limit	
		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:

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

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

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

**4.2** Record and submit all data.

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

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

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

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



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

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

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

KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
DIVISION OF RIGHT OF WAY & UTILITIESTC 62-226  
Rev. 01/2016  
Page 1 of 1

## RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
10-8901.00	Magoffin	12F0 FD52 077 9306301R	STP 4602096
PROJECT DESCRIPTION			
Improve US-460 in Magoffin County at Ivy Point Hill west of Salyersville			
<input type="checkbox"/> No Additional Right of Way Required			
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.			
<input checked="" type="checkbox"/> Condition # 1 (Additional Right of Way Required and Cleared)			
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.			
<input type="checkbox"/> Condition # 2 (Additional Right of Way Required with Exception)			
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract			
<input type="checkbox"/> Condition # 3 (Additional Right of Way Required with Exception)			
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.			
Total Number of Parcels on Project	4	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired			
Signed Deed	4		
Condemnation			
Signed ROE			
Notes/ Comments (Text is limited. Use additional sheet if necessary.)			
This project has 4 parcels all have been acquired, property owners paid and deeds recorded. Parcel 3 has an abandoned house which has been solicited for demolition, it is anticipated that demo will be completed by 29-July-2022 which would be prior to the beginning of construction.			
LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	Joe Justice
Signature		Signature	 Joe Justice 2022.07.01 07:52:43 -04'00'
Date		Date	24-Jun-22
Right of Way Director		FHWA	
Printed Name		Printed Name	
Signature	 Digitally signed by DM Loy Date: 2022.07.01 08:07:54 -04'00'	Signature	
Date		Date	

UTILITIES AND RAIL CERTIFICATION NOTE

Magoffin County  
00STP4602096  
FD52 077 9306301U  
Mile point: 10.000 TO 10.700  
IMPROVE US-460 IN MAGOFFIN COUNTY AT IVY POINT HILL WEST OF SALYERSVILLE. (16CCN)  
(2020CCR)  
ITEM NUMBER: 10-8901.00

PROJECT NOTES ON UTILITIES

Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.

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

AEP - Electric

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

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

Not Applicable

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

Foothills Communication will be relocated by 8-1-22

Rick Howard TV will be relocated by 8-1-22

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

Salyersville Water Works – Sewer

Kentucky Frontier Gas, LLC - Natural Gas

UTILITIES AND RAIL CERTIFICATION NOTE

Magoffin County  
00STP4602096  
FD52 077 9306301U  
Mile point: 10.000 TO 10.700  
IMPROVE US-460 IN MAGOFFIN COUNTY AT IVY POINT HILL WEST OF SALYERSVILLE. (16CCN)  
(2020CCR)  
ITEM NUMBER: 10-8901.00

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☒ No Rail Involvement    ☐ Rail Involved    ☐ Rail Adjacent

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
AEP - Electric	3249 N. Mayo Trail Pikeville KY 41501	Bill Johnson	6064373823	WMJohnson@AEP.com
Foothills Communications - Telephone	1621 KY HWY 40W Staffordsville KY 41230	Patrick Fletcher	6062979140	patrick@foothills.coop
Kentucky Frontier Gas, LLC - Natural Gas	2963 Route 321 N. Prestonsburg KY 41653	Mike Harris	6068862431	hpowers@kyfrontiergas.com
Salyersville Water Works - Water	401 College Street Salyersville KY 41465	David Gardner	6063493743	davidgardner1950@gmail.com

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

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

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

## **PROTECTION OF EXISTING UTILITIES**

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

## **PREQUALIFIED UTILITY CONTRACTORS**

Some utility owners may require contractors that perform relocation work on their respective facilities as a part of the road contract be prequalified or preapproved by the utility owner. **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:

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

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

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

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

**G DIRECTIONAL BORE** Payment under this item is made whenever the plans or specifications specifically show directional boring is to be utilized in order to minimize the impact of open cut for the installation of gas 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. Carrier pipe installed within a bore pipe shall be paid separately under pipe items. Payment under this item shall be for all sizes and not be size specific. 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. This bid item shall also include the cost of pre and/or post directional bore gas installation video inspection of adjacent sanitary and storm sewer mains, manholes, and laterals when the utility specifications associated with the contract require such video inspection. 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.

**G ELECTRONIC ID MARKER** This bid item is to pay for labor, equipment, computer programming, and installation of an electronic ID marker at the locations shown on the plans or as directed by the engineer. The marker may be in the form of a ball, disk, cylinder, post, or other shape as required by specification and may be buried, at grade, or above grade as specified. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. Paid EACH (EA) when complete.

*NOTE: This bid item is not for payment of standard non-electronic markers or monuments. A separate "Line Marker" bid item is established for this purpose.*

**G 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, vents, 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.

**G 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, vents, 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.

**G FARM TAP AND REGULATOR** This item is for the installation of gas service tap and regulator assembly on a gas transmission main. This item shall include excavation, labor, equipment, and all tapping, piping, fittings, and regulator materials to install the farm tap and regulator assembly in accordance with the plans, specifications, and standard drawings complete and ready for use. Only one pay item has been established for Farm Tap and Regulator installations. Payment shall be made under this item regardless of farm tap service and regulator size. No separate pay items will be established for size variation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

**G LINE MARKER** This item is for payment for furnishing and installing a gas 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.

*NOTE: This bid item is not for payment of "Electronic ID Markers". Electronic ID Markers are paid under a separate bid item.*

**G MAIN ABANDON** This bid item is in full payment for all efforts in abandonment of all gas mains and facilities shown to be abandoned on the plans, for removal of any sections of abandoned main that is in conflict with road construction, and for nitrogen purge and plug of any sections of main that are to remain. All work shall be done in accordance with the plans and specifications, and in accordance with

all pipeline safety regulations. This bid item is for all work to abandon and purge gas main in the total project regardless of size or length. No adjustment in the unit bid price will be allowed if the scope of work described in this item should increase in this contract for any reason. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item is to be paid LUMP SUM (LS) when complete.

**G MAIN POINT RELOCATE** This item is intended for payment for horizontal and/or vertical relocation of a short length of an existing main at the locations shown on the plans. This bid item is to be used to relocate an existing gas main at point locations such as to clear a conflict at a proposed drainage structure, pipe or any other similar short relocation situation. All new materials are to be used. The materials provided shall be of the same type and specification as those that exist. Substitution of alternative materials shall be approved by the engineer in advance on a case by case basis. 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. Main Point 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.

**G METER AND REGULATOR** This bid item description shall be used for all meter and regulator bid items of every size except those defined as "Special". These pay items are for all labor, equipment, and materials needed for the installation of a service meter and regulator assembly at the locations shown on the plans or as directed by the engineer in accordance with specifications and standard drawings complete and ready for use. Materials to be provided under this bid item shall include, but are not limited to, meter, regulator, piping, fittings, building anchoring brackets, and hardware needed to create and install the assembly. 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.

**G PIPE** This description shall apply to all polyethylene/plastic and steel pipe bid items of every size and type to be used as gas main, except those bid items defined as "Special". This item includes the pipe specified by the plans and specifications, all fittings (including, but not limited to, bends, tees, reducers, plugs, and caps), tracing wire with test boxes (if required by specification), corrosion protective coatings of steel pipe and fittings, labor, equipment, excavation, bedding, restoration, pressure testing, backfill, 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. For steel pipe, this bid item shall include all cathodic protection anodes, lead wire, test boxes or stations, and any accessories. No additional payment will be made for rock excavation. This bid item shall include material and placement of flowable fill under existing and proposed pavement, and wherever else specified on the plans or in the specifications. This bid item shall also include the cost of pre and/or post directional bore gas installation video inspection of adjacent sanitary and storm sewer mains, manholes, and laterals when the utility specifications associated with the contract require such video inspection. Measurement of quantities under this item shall be through valves (including horizontal measurements through above grade valves), 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.

**G REGULATOR STATION** Includes all labor, equipment, materials and restoration, to install a new gas regulator station as indicated on plans and on standard drawings complete and ready for use. Only one pay item has been established for regulator station installations. Payment shall be made under this item regardless of regulator station size. No separate pay items will be established for size variation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

*NOTE: This item is to be used to pay for regulator stations to reduce the pressure of gas from a higher pressure main to feed a lower pressure main. This item is not to be used to pay for regulators used on individual customer service lines.*

**G SERVICE LONG SIDE** This bid item description shall apply to all service line installations of every size bid up to and including 2 inch inside diameter, except those service bid items defined as "Special". This item includes the specified piping material, main tap, coupling for connecting the new piping to the surviving existing piping, encasement of 2 inches or less internal diameter (if required by plan or specification), labor, equipment, excavation, backfill, testing, 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. This bid item shall also include the cost of pre and/or post directional bore gas installation video inspection of adjacent sanitary and storm sewer mains, manholes, and laterals when the utility specifications associated with the contract require such video inspection. No additional payment will be made for rock excavation or for special bedding required in rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

**G SERVICE SHORT SIDE** This bid item description shall apply to all service line installations of every size up to and including 2 inch internal diameter, except those service bid items defined as "Special". This item includes installation of the specified piping material of the size specified on plans, encasement of 2 inches or less internal diameter (if required by plan or specification), main tap, coupling for connecting the new piping to the surviving existing piping, labor, equipment, excavation, backfill, testing, and restoration, at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready for use. This bid item is to pay for service installations where both ends of the service connection are on the same side of the public roadway, or when an existing service crossing a public roadway will remain and is being extended, reconnected, or relocated with all work on one side of the public roadway centerline as shown on the plans. The length of the service line is not to be specified and shall not be restricted to any minimum or maximum length. Payment shall be made under this item even if the service crosses a private residential or commercial entrance; but, not a public roadway. Private or commercial entrances shall not be considered a public

roadway in defining payment under this item. The contractor shall draw his own conclusions as to the length of piping that may be needed. This pay item does not include installation or relocation of meters. Meters will be paid separately. This bid item shall also include the cost of pre and/or post directional bore gas installation video inspection of adjacent sanitary and storm sewer mains, manholes, and laterals when the utility specifications associated with the contract require such video inspection. 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.

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

**G TIE-IN** This bid description shall be used for all polyethylene/plastic or steel gas main tie-in bid items of every size except those that include a temporary bypass or are defined as "Special". This item includes all labor, equipment, excavation, fittings, sleeves, reducers, couplings, restoration, testing and backfill required to make the gas 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. No additional payment will be made for rock excavation. This bid item shall also include material and placement of flowable fill backfill under existing and proposed pavement, and wherever else specified on the plans or in the specifications. 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.

**G TIE-IN W/BYPASS** This bid description shall be used for all polyethylene/plastic or steel gas main tie-in bid items that include temporary bypass of every size except those defined as "Special". This item includes all labor, equipment (including tapping, stopple and/or squeeze equipment), excavation, permanent and temporary fittings (including, but not limited to, tees, split tees, bends, reducers, plugs, caps, and couplings), temporary bypass piping, restoration, testing and backfill required to make the gas main tie-in with temporary bypass as shown on the plans, and in accordance with the specifications complete and ready for use. Mainline pipe for tie-ins shall be paid under separate bid items. No additional payment will be made for rock excavation. This bid item shall also include material and placement of flowable fill backfill under existing and proposed pavement, and wherever else specified on the plans or in the specifications. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

*NOTE: The tie-in size reflected in the bid item reflects the nominal internal diameter size of the main gas line being tied-in, not the bypass pipe size.*

**G VALVE** This description shall apply to all buried valves of every size and type required in the plans and specifications except those bid items defined as "Special". Payment under this description is to be

for gas valves being installed with new main. This item includes the valve as specified in the plans and specifications, protective coating and corrosion protection, labor, equipment, excavation, valve box and valve stem extensions, backfill, restoration, testing, and etc., required to install the specified valve at the location shown on the plans in accordance with the specifications and standard drawings complete and ready 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.

**G VALVE ABOVE GRADE** This description shall apply to all above grade valve assemblies of every size and type required in the plans and specifications except those bid items defined as "Special". Payment under this description is to be for above grade gas valves being installed with new main. This item includes the above grade valve, pipe, and fittings as specified in the plans, specifications and standard drawings. This bid items shall also include protective coating and corrosion protection, labor, equipment, excavation, backfill, restoration, testing, etc., required to install the specified above grade valve at the location shown on the plans 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.

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

**G WELD X-RAY INSPECTION** This description shall apply to all radiographic x-ray inspections of steel pipe joints of every size within the pipe size ranges given in the bid item text. This bid includes all labor, equipment, materials, to assess the acceptability of the weld to comply with specifications and to industry and regulatory standards. 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) for each pipe joint inspected.

# Salyersville Ivy Point Relocation Project

KENTUCKY FRONTIER GAS

## TECHNICAL SPECIFICATIONS

JUNE 2022



Prepared by:

Summit Engineering  
3205 Summit Square Place  
Lexington, KY 40509

Prepared for:

Kentucky Frontier Gas  
2963 Kentucky 321  
Prestonsburg, KY 41653

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Definition of Terms

- Owner:**  
**Contractor:**  
**Operating Utility:**  
**Roadway Authority:**  
**Approved Equal:**
- The organization or its representative authorizing and administering the construction project.

The organization or its representative performing the construction.

The organization or its representative operating the gas utility affected by the construction.

The authority or agency with jurisdiction over the roadway.

A substitute in materials that is considered by the **Operating Utility** to be equal to the item listed in the specifications or standards.

## **TECHNICAL PROVISIONS**

### **TP 1.0 EXCAVATION, TRENCHING, AND BACKFILLING FOR NATURAL GAS FACILITIES**

#### **1.01 Scope of Work**

All work to comply with US Department of Transportation Pipeline Safety Regulations, Title 49 Code of Federal Regulations, Part 192. The work covered by this section includes the furnishing of all plant, labor, tools, equipment, and material, and performing all operations in connection with excavating, trenching and backfilling, for installations of all natural gas utility pipelines, related structures and accessories. This includes the necessary clearing and grubbing, pavement cutting, compaction, pavement restoration, grading, and cleanup, all in accordance with these Technical Provisions and applicable drawings.

If there is a conflict between these Technical Provisions and any other section of the specifications and/or drawings, then the most stringent, as determined by the Owner shall apply.

#### **1.02 Layout and Staking**

All layout and staking for site work shall be performed by a licensed engineer or land surveyor, approved by the Owner, who is to be paid by the Contractor, unless other arrangements are negotiated. Copies of survey notes shall be submitted to the Owner, with one or more copies to remain on the job site at all times.

##### **1.02.01 Right-of -Way Clearing And Preparation for Steel Pipe**

Right-of-Way to be established and cleared by KYTC's general roadway contractor.

##### **1.02.02 Protection Of Rights And Property Of Others**

Where the pipeline crosses fenced enclosures, the Contractor shall open the fences and install temporary gates prior to stringing any pipe. The contractor shall notify the land users and obtain consent prior to the installation of gates and where practical, comply with land user's wishes in connection therewith. The Contractor shall be responsible for any loss or inconvenience caused to the land user resulting from negligence on the part of the Contractor or his employees by virtue of the fence having been opened or gates not being closed. Upon completion of construction, all fences shall be restored in a satisfactory manner and to conditions equivalent to those prior to construction.

### **1.03 Safety Precautions**

Contractor is required to comply with MUTCO (Manual for Uniform Traffic Control) for signing and barricades.

#### **1.03.01 EXCAVATION SAFETY**

Good judgment and decision making are crucial when planning an excavation. Follow appropriate procedures when working in an excavation where soil is instable or escaping gas could be present. Prior to any excavation, consider alternatives that would reduce or eliminate the exposure to cave-ins or escaping gas.

When determining if a gas or fire hazard exists, consider the amount of gas escaping, the pipeline's operating pressure and condition, the depth and size of excavation, the wind speed and direction, the relative humidity and air temperature, and the combustible materials and degree of confinement of the area around the leak. These factors determine the scope of a potential gas leak or fire, and must be evaluated against proximity to houses, buildings, woods and grasslands which could easily ignite.

##### **BEFORE Excavating:**

- 1) Park all vehicles upwind of the proposed excavation site. If there is no wind, check the atmosphere around the vehicles for gas buildup before starting any engines. Periodically check the area for gas buildup while the work is proceeding.
- 2) Allow only authorized personnel near the excavation site.
- 3) Make ready all materials for shoring.
- 4) Remove the fire extinguisher from the service vehicle and place it within 15 feet upwind of the excavation site.
- 5) Place traffic warning signs around the work site when appropriate.
- 6) Keep all sources of ignition away from the proposed work area.
- 7) When necessary, reduce pressure as much as practical on lines where gas is or could be escaping.

##### **WHILE Excavating:**

- 1) Use vent pipe or other equipment to redirect escaping gas away from the gas leak.
- 2) Where there is escaping gas, wear gloves and goggles and any personal protective equipment appropriate for the situation. Wear a respirator along

with a rescue harness and life line if there is apparent hazard due to escaping gas. If there is any doubt whether a hazardous condition exists, wear a breathing apparatus and a rescue harness and line. Also wear flame retardant coveralls and gloves.

- 3) For each employee wearing a breathing apparatus and rescue harness, another employee will assist at grade level and attend the life line, also wearing a respirator.
- 4) Install shoring as required.
- 5) No employee shall be in the trench within 8 feet of a trenching chain, backhoe bucket or digging wheel while in operation.
- 6) No employee shall approach a trench bank where a slip or a cave-in might carry them into the digging machine.

### 1.03.02 ENTERING AND EXITING EXCAVATIONS

Employees may not jump into the excavation or use the pipe to climb out of an excavation.

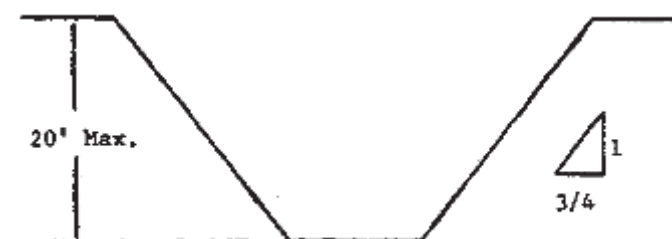
When workers are in excavations 4 feet deep or more, provide ladders extending from the floor of the excavation to at least 3 feet above grade, OR ensure the banks are sloped or stepped so the workers may walk out.

The maximum travel distance to an exit or ladder cannot exceed 25 feet.

### 1.03.03 SLOPING - TRENCHES 5 FEET OR DEEPER

In any trench or excavation, 5 feet deep or deeper where personnel work, slope as directed in figures below. Excavated material shall be placed no closer than 2 feet to the edge of the excavation.

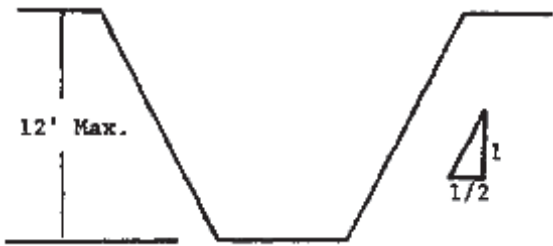
All simple slope excavation 20 feet or less in depth shall have a maximum allowable slope of  $\frac{3}{4}$ -to-1.



SIMPLE SLOPE - General

Short Term exception: Simple slope excavations which are open 24 hours or

less and which are 12 feet or less in depth may have a maximum allowable slope of 1/2-to-1.



SIMPLE SLOPE – Short Term

1.03.04 TRENCH SHORING

In trenches or excavations deeper than 5ft, provide shoring protection as shown in the OSHA table:

TIMBER TRENCH SHORING -- MINIMUM TIMBER REQUIREMENTS \*  
SOIL TYPE A      $P_a = 25 \times H + 72 \text{ psf}$  (2 ft Surcharge)

DEPTH OF TRENCH (FEET)	SIZE (ACTUAL) AND SPACING OF MEMBERS **														
	CROSS BRACES						WALES		UPRIGHTS						
	HORIZ. SPACING (FEET)	WIDTH OF TRENCH (FEET)					VERT. SPACING (FEET)	SIZE (IN)	VERT. SPACING (FEET)	MAXIMUM ALLOWABLE HORIZONTAL SPACING (FEET)					
		UP TO 4	UP TO 6	UP TO 9	UP TO 12	UP TO 15					CLOSE	4	5	6	8
5  TO   10	UP TO 6	4X4	4X4	4X6	6X6	6X6	4	Not Req'd	---					2X6	
	UP TO 8	4X4	4X4	4X6	6X6	6X6	4	Not Req'd	---						2X8
	UP TO 10	4X6	4X6	4X6	6X6	6X6	4	8X8	4				2X6		
10  TO   15	UP TO 12	4X6	4X6	6X6	6X6	6X6	4	8X8	4					2X6	
	UP TO 6	4X4	4X4	4X6	6X6	6X6	4	Not Req'd	---					3X8	
	UP TO 8	4X6	4X6	6X6	6X6	6X6	4	8X8	4			2X6			
15  TO   20	UP TO 10	6X6	6X6	6X6	6X8	6X8	4	8X10	4				2X6		
	UP TO 12	6X6	6X6	6X6	6X8	6X8	4	10X10	4					3X8	
	UP TO 6	6X6	6X6	6X6	6X8	6X8	4	6X8	4	3X6					
20  TO   OVER 20	UP TO 8	6X6	6X6	6X6	6X8	6X8	4	8X8	4	3X6					
	UP TO 10	8X8	8X8	8X8	8X8	8X10	4	8X10	4	3X6					
	UP TO 12	8X8	8X8	8X8	8X8	8X10	4	10X10	4	3X6					
OVER 20	SEE NOTE 1														

\* Mixed oak or equivalent with a bending strength not less than 850 psi.  
\*\* Manufactured members of equivalent strength may be substituted for wood.

### **1.03.05 TRENCH EXITS**

In trenches or excavations 4ft or deeper, provide exit steps or ladders within 25ft of working personnel.

### **1.04 Temporary Bridges And Backfilling**

Road Crossings. Where the pipeline ditches cross public road or private roads or drives, the Contractor shall install adequate, temporary bridges the full width of the road to ensure safety of traffic over the ditch until the pipe can be installed and properly backfilled. Where necessary, the Contractor shall provide stock crossing for property owners or tenants or for moving equipment from one location to another.

### **1.05 Operations During Inclement Weather**

In order to protect the owner's rights-of-way and the interest of other adjacent to said rights-of-way against undue damage, work shall not be carried on during inclement weather or other conditions which in the opinion of the inspector would damage said rights-of-way or property of others. When so advised or requested by the inspector, the Contractor shall cease operations until the inclement conditions have ceased or improve.

### **1.06 Unloading, Storing, Hauling And Stringing Steel Pipe**

#### **1.06.01 POLYETHYLENE PIPE**

Polyethylene (PE) pipe is a product which is able to withstand normal installation handling. However, rough handling can damage the pipe wall. Take care to avoid pushing or pulling the pipe over or around sharp projections. The pipe can be damaged by dropping it from excessive heights or dropping heavy objects upon it, particularly, during cold weather. Avoid kinking, scratching, or buckling. Cut out any section of pipe which has been damaged in this manner (scratches over a depth of 10% of pipe wall thickness).

#### **1.06.02 TRANSPORTING POLYETHYLENE PIPE**

Shipping - Fork lift operators are to use caution when unloading or loading PE pipe to prevent damage of the pipe with the forks or tines of the lift truck. Coils of pipe are strapped or palletized for easy unloading or loading. When unloading or loading straight sections of pipe, allow for some bending in the middle of the lift. Position forklift tines as far apart as possible to reduce the amount of bending. Roll pipe down inclined planks when unloading from a truck bed, to keep damage to a minimum. Do not drop pipe to the ground. Never drop the pipe onto hard pavements or rock terrain from truck beds. This is particularly important when unloading pipe at temperatures below 40°F. Under these conditions, the pipe is stiffer and easily damaged from impact.

When breaking down bulk backs or mini bundles, take care to stand clear of the pipe while strapping is being cut.

### **1.06.03 STRINGING POLYETHYLENE PIPE**

Reel trailers can be helpful when stringing coiled pipe out for direct burial, plant-in, or insertion renewal. When trenching, string coiled pipe out on the ground upon arrival at the job site. This allows time for the coil set to relax and will simplify handling and emplacement of the pipe.

When uncoiling pipe by hand, cut only those straps on the coil which are necessary to unroll outer coils. Cut internal bands whenever necessary as the coil is unrolled.

If silo packs are not to be re-handled and individual coils are used, cut the large steel bands which tie the silo pack to the pallet. If the pallet strapping has caused any deformation of pipe, removing the straps will allow deformed areas to return to normal shape. Any damaged sections of pipe 10% of wall thickness, must be cut out.

Inspect the pipe as it is being uncoiled and during installation to make sure no damage to the pipe during shipment and handling to the job site has occurred.

### **1.06.04 COLD WEATHER HANDLING**

When handling polyethylene pipe at temperatures below 40°F, use extra caution to prevent impact to pipe. Always be careful when cutting the straps on coils of pipe because the outside end of a coil may spring out when the strapping is removed. Uncoil the pipe that is to be installed and let it straighten out prior to installation. This can be done by gradually uncoiling the pipe and covering it with dirt at intervals to keep it from coiling again.

### **1.06.05 MATERIAL STORAGE**

Store all material in a manner that will prevent damage or deterioration. Store material with machined surfaces, valves, fittings, and coating materials off the ground and out of the weather.

Store all plastic pipe and tubing in a manner to minimize damage from crushing, piercing, or cutting. Protect all stored plastic pipe from direct sunlight.

Other precautions - When moving the pipe, continually support it in a way so as

to minimize movement of the pipe on its supports. Do not carry supplies or equipment on top of plastic pipe. Avoid damage from sharp edges and other projections. Protect the pipe from excessive heat. Be particularly careful of open flames. Do not place an open flame or torch across pipe surfaces.

### **1.07 Protection of Existing Utilities**

It shall be the Contractor's responsibility to determine the locations of all known existing underground utilities not shown on the drawings and to confirm the exact locations of those existing utilities shown on the drawings. All existing utilities shall be protected from damages during excavation and backfilling of trenches and if damaged, shall be repaired at the expense of the Contractor.

### **1.08 Excavation**

#### **1.08.01 General**

It is expected that all excavation required for the performance of the work shall be made by open cut methods unless otherwise shown on the drawings or as required by applicable encroachment permits.

#### **1.08.02 Grading**

All grading in the vicinity of the construction shall be controlled to prevent surface water from flowing into the excavation. Any water accumulated in the excavation shall be removed by pumping or other approved methods at the contractor's expense. During excavation, material suitable for embedment and backfilling shall be piled in an orderly manner a sufficient distance back from the edges of the bank to avoid overloading and to prevent slides or cave-ins. Material unsuitable for backfilling shall be hauled from the job site and disposed of by the Contractor at approved disposal sites.

#### **1.08.03 Pavement Cutting**

Where it is necessary to remove sections of asphalt pavement, the asphalt shall be clean-cut with approved equipment in a neat line 6-inches back from the outside edge of the excavation in order to provide a key when restored.

Where it is necessary to remove sections of concrete pavement, the concrete shall be saw-cut to a depth of not less than 1-1/2-inches with neat vertical lines in such a manner that the adjoining surfaces will not be damaged.

Whenever it is necessary to remove concrete or pavement, the broken surface materials shall be hauled away for disposal. Asphalt and concrete chunks cannot be placed in the ditch as backfill.

#### **1.08.04 Excavation For Steel Pipe**

Not used.

#### **1.08.05 Protection of Excavations**

The Contractor shall provide suitable sheathing, shoring and bracing to protect all excavations as required, and provide safe working conditions, as directed by the Owner and in conformance with applicable OSHA, and all other safety regulations. Damages resulting from settlements, slides, cave-ins, flooding, pipeline breaks, and other causes shall be repaired by the Contractor at his expense. Suitable signs shall be so placed as to show in advance where construction, barricades, or detours exists.

The Contractor shall at all times perform his work so as to insure the least possible obstruction to traffic, inconveniences to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Owner. No road or street shall be closed to the public except with the permission of the proper authority. Fire hydrants on or adjacent to the work site shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

#### **1.08.06 Rock Excavation**

If given special consideration, rock is considered to exist when excavation cannot be accomplished using a 790E John Deere Class track hoe with a rock bucket without stressing the machine. The Owner shall be the sole party in determining the existence of rock and the appropriate means of removal. The quantity of rock shall be determined in cubic yards of material removed. All other trenching and excavations, regardless of materials encountered, equipment used, or methods required for excavation, will be unclassified.

#### **1.08.07 Excavation for Structures**

Not used.

#### **1.08.08 Over-Excavation**

Whenever solid or loose rock, rocky soil with rocks larger than three inches in their largest dimension, or otherwise unsuitable soils which are incapable of properly supporting the pipe or structure are encountered in the trench bottom, all unsuitable material, as determined by the Owner, shall be over-excavated to a minimum depth of 6-inches below the pipe or structure and removed.

Except at locations where over-excavation is required, care shall be taken not to excavate below the depths indicated. In the event of accidental over-excavation, the trench bottom grade will be restored in the same manner as areas intentionally over-excavated.

### **1.08.09 Trench Excavation**

Make the trench wide enough so that the pipe coating will not be damaged, pipe will not be bent, and there is room for backfill around the pipe. Make the trench uniform in grade with the bottom corners crumbed out. This provides the full ditch width for slack in the pipeline. Be sure that the trench bottom is free of rock, cinders, aggregate, welding rod, wood blocks and other debris. Remove and pile spoil from the trench in a manner that will minimize landowner or public inconvenience and complaints. Avoid covering manhole covers, fire hydrants, mailboxes, etc., with trench spoil. Cut and store sod from established grass so it may be re-laid after construction area is restored to final grade.

For lines larger than 2-inch, or for special conditions, the trenching width shall be as stated on the plans. The trench width above the level of the top of the pipe may be as wide as necessary for shoring or sheathing and for proper installation of the work.

The depth of all trenches shall be as indicated on the drawings. If not otherwise specified, the depth of all trenches shall be in accordance with the specifications for the installation of natural gas line.

Unless otherwise required by applicable permits to be less, the maximum length of trench that may be left open at any one time shall not exceed 100 feet.

In distribution systems where trenching across streets, lay temporary bridging across the trench to accommodate vehicles.

Excavate by hand those locations where trees, shrubbery or valuable plants are encountered or where the use of trenching equipment will result in unnecessary damage to the property crossed.

### **TRENCH DIMENSIONS**

Trench dimensions shall be as noted on Plans.

## **1.09 Placement and Compaction of Pipe Embedment and Backfill Material**

### **1.09.01 Pipe Embedment**

Pipe embedment is defined as that material required to bring the trench bottom up to grade and that material placed alongside and above the pipe to a level of at least 6-inches over the top of the pipe. Pipe embedment shall be selected earth or sand, which contains no stones, dry or frozen lumps greater than 3/4-inch in diameter, or other unsuitable material as defined by the Owner. Embedment and the first 6-inches of backfill above the top of the pipe in rock excavation shall be done in the presence of the Owner. Any backfilling, done in violation of this provision shall be cause for removal and replacement at the expense of the Contractor even though the work is found to be in accordance with these specifications.

**Bedding:** Bedding is that portion of pipe embedment zone beneath the pipe. If the native soil is suitable for bedding, the bottom of the trench shall be accurately shaped to provide uniform bearing and support for the entire length of the pipe. Imported bedding material shall likewise be placed to provide uniform and adequate longitudinal support under the pipe. Bedding material shall be placed and compacted in lifts not to exceed 6-inches in loose measure.

**Haunching:** Haunching is that portion of the pipe embedment zone from the bottom of the pipe to the springline of the pipe. Haunching material shall be placed and hand tamped to provide adequate side support to the pipe while avoiding both vertical and lateral displacement of the pipe from proper alignment.

**Initial Backfill:** Initial backfill is that portion of the pipe embedment zone from the springline of the pipe to a minimum level of 6-inches above the top of the pipe. Initial backfill material shall be placed and compacted in lifts not to exceed 6-inches in loose measure. Compaction shall be performed in such a manner so as to avoid damage and disturbance of the embedded pipe.

**Final Backfill:** Final backfill is defined as that material used in the area between the Initial Backfill and the existing ground surface. Material shall be placed and compacted in lifts not to exceed 6-inches in loose measure except as otherwise specified.

#### **1.09.02 COVER**

Where an underground structure prevents the installation of pipe with minimum cover, provide a casing, bridge, or shield to prevent damage to the pipe.

#### **1.09.03 BACKFILLING**

After the pipe has been lowered in the trench but prior to backfilling, inspect and remove all welding rod, skids, brush, rocks, or any other debris in the trench.

After the lowered pipe in the trench has been inspected and after all coating damage has been repaired and tested, backfill the trench to prevent floating of the pipe, in the event water enters the trench. Conduct the backfill operation so that a minimum amount of trench remains open at any one time.

Backfill material adjacent to the pipe and up to six inches above the pipe shall be of suitable dirt free from rocks, hard clods, cinders, and other types of debris. Take precaution in placing and packing the initial backfill so the pipe coating and fittings beneath will not be damaged. If the soil removed from the trench is not suitable for backfill, sand shall be used to bed the pipe up to six inches above the top of the pipe. Rockshield 3/16" minimum thickness may be substituted when suitable backfill is not available.

#### **1.09.04 TAMPING**

Machine tamp backfill at all locations required by ordinances, permit specifications or at locations determined by the inspector. Exercise care near the pipe so that the coating and fittings will not be damaged by the tamping operation.

#### **1.09.05 SETTLEMENT PRECAUTIONS**

Where the pipe is trenched across roads, backfill the part which crosses the road as soon as possible after the pipe is laid. Backfill these crossing in six-inch layers and machine tamp each layer to the equivalent compaction of the adjacent undisturbed soil, or to the specifications by the permit.

#### **1.09.06 CROWN**

Scrape and crown all loose dirt in the construction area up over the trench in a straight line as far as practical.

#### **1.09.07 PLASTIC PIPE BACKFILLING PRECAUTIONS**

Earth loading, except where settling causes bending stress, should not excessively stress PE or PVC pipe in normal installations. Ways to prevent stress are:

- 1) Join pipe to fittings in straight lines to prevent excessive bending.
- 2) Grade and backfill evenly to prevent uneven settlement.
- 3) The use of protective sleeves and proper compaction techniques for service branches and transition fittings. Material six inches around the top and bottom of the pipe shall be free of all biodegradable items, rocks cinders, ½" in diameter or larger dirt clods. Tamp backfill material beneath and around all service connections, fusions, or fittings. Complete backfill in

connections, fusions, or fittings. Complete backfill in successive layers to uniformly fill the trench without voids.

1.09.08 Compaction Requirements

Unless otherwise specified by permit issued by the roadway authority or by special arrangement between the Operating Utility and the Owner, bedding, haunching, initial backfill, final backfill, and gravel resurfacing shall be compacted to the following percentages of maximum density as determined by ASTM D 1557 (If using Standard Proctor ASTM D 698, add 5% to all compaction requirements listed in the table below). In-place densities of materials shall be determined by the sand-cone method, ASTM D 1557 or by nuclear method, ASTM D 2922.

Percent of Maximum Density – D1557				
Backfill Location	Bedding Backfill	Haunching Backfill	Initial Backfill	Final Backfill
Roadway Rights-of-Way Within Roadway Prism	95% *	95%	95%	95%
Roadway Rights-of-Way Outside of Roadway Prism	90% *	90%	90%	95%
All Other Conditions	85%	85%	85%	85%

\*or the existing conditions within the undisturbed bottom of the trench.

1.10 Imported Backfill

1.10.01 Imported Pipe Embedment

If the native soil is unsuitable, the Contractor shall import suitable pipe embedment material. Pipe embedment shall be select earth or sand which contains no stones, dry lumps, or frozen lumps greater than 3/4-inches in diameter and shall be defined as 100% passing 3/4-inches, 40-99% passing # 4 sieve and 30% or less passing #200 sieve. Unsuitable material is defined as solid or loose rock, soils with rocks larger than 3/4-inches in their largest dimension, or other unsuitable soils which are, as determined by the Owner, incapable of properly supporting the pipe

1.10.02 Imported Final Backfill

If the native soil is unsuitable for use as final backfill, the Contractor shall import suitable final backfill. Imported final backfill may be any material, which is locally available and is capable of being compacted to the required density. This material shall be free of boulders and rocks larger than 6-inches in their smallest

dimension, frozen clumps of dirt, organic material, or rubble, which could damage the pipe.

## **1.11 Bedding and Backfill for Structures**

### **1.11.01 Bedding**

Bedding material for structures is defined as that material beneath the structure. This material shall be as specified in the standard detail for each structure.

### **1.11.02 Backfill**

All backfill must meet compaction requirements. The material and the required compaction of such shall be the same as that specified for in the final backfill on pipelines, or as specified in the drawings.

## **1.12 Settlement of Adjacent Structures**

Throughout the warranty period of the contract, the Contractor shall be required to fill and compact any areas where settlement has taken place and shall also be responsible for the settlement of any adjacent structure or object caused by any excavation performed under his contract.

## **1.13 Surface Restoration and Resurfacing**

### **1.13.01 Surface Restoration**

Replace the cut or damaged areas of all paved or asphalt surfaced areas in a manner approved or specified by the authority having jurisdiction; included are streets, highways, alleys, driveways, sidewalks, and any other hard surface under-crossings.

Resurface graded dirt, gravel, or crushed rock road crossings to their original condition and in an approved or specified manner by the authority having jurisdiction.

Where the pipeline crosses farming or ranching areas, level out the backfill so the difference in surface elevation between the top of the backfill and the normal surface of the ground does not exceed 12 inches. Make an opening in the crowned backfill to permit drainage and prevent the damming water.

After construction, restore all roads, hillsides, creek banks, levees and other areas to the original condition or profile, unless other arrangements are agreed to by both the landowner or the authority having jurisdiction and the company.

Protect backfill area from erosion. Where erosion is possible, construct dams or dikes with earth-filled sacks and seed construction area with rye grass or other quick growing grasses.

Restore surface drainage into the original channels it followed prior to construction.

### **1.13.02 Clean Up**

Keep the right-of-way skids, defective materials, and all other construction debris immediately behind the operation.

Scrape and crown up all loose dirt on the right-of-way over the ditch in a straight line as far as practical rust.

### **1.13.03 Roadway Patching**

Whenever existing roadways are disturbed during the course of construction, the Contractor shall restore the roads to their original condition.

For ease of compaction, the Contractor may use well graded gravel, crushed stone, or flow-able fill from a Ready Mix plant as backfill as approved by the roadway agency. For final backfill, the material shall be clean, vary in size from 3/8-inches to 1-1/4-inches with not more than 10 percent of the material less than 3/8-inches in size and shall be compacted in 6-inch layers or as directed by the Owner. Flowable fill is defined as one bag concrete, with gradations of 100% passing the 3/8 sieve, and less than 25% passing the #200 sieve. The slump should be between 5" and 8", and the 28 day strength should be between 50 psi and 150 psi.

Surfacing shall be replaced where the roadway has gravel, crushed stone, asphalted, or concrete surfacing. Gravel or crushed stone shall be replaced in quantities and locations as directed by the Owner, or as required by the roadway permitting authority. Asphalt mix or concrete surfacing shall be replaced, and in the case of asphalt, appropriately compacted (e.g., tamped) in the roadway to a depth equal to existing roadway surface but not less than 2-inches in asphalt or 6-inches in concrete. A compacted stabilized gravel or crushed stone base 6-inches in depth shall be placed in the roadway at all locations where surfacing is required prior to placement of the bituminous or concrete wear course, unless other requirements are stipulated by the roadway authority.

The Contractor shall obtain any and all necessary written permissions, easements, and permits from federal, state, and county agencies prior to beginning any roadway excavation.

## TECHNICAL PROVISIONS

### TP 2.0 NATURAL GAS LINE SEPARATION REQUIREMENTS

#### 2.01 General

The requirements are to be followed to provide safety by separation of utilities and use of special piping materials. All measurements shall be the clearance between pipes (pipe O.D. to pipe O.D.).

#### 2.02 CROSSING UTILITIES OR UNDERGROUND STRUCTURES

These guidelines apply to new crossings, whether installed by the gas Utility or another entity across gas utility structures.

In most cases, the new line will cross *under* the existing facility, unless the existing structure is known to be deep enough to allow adequate clearance and depth of cover for the new line. Close coordination with the other entity is usually required.

Wherever practical, the existing pipeline, electric or phone cable, water-sewer line, culvert or other structure should be exposed before the new crossing is made. Exposure should be done by hand digging the last 18-24" near utility locate marks, or vacuum-based daylighting or similar equipment.

**A gas utility representative *must* be present when directional drilling to cross gas facilities, and the targeted crossing is within 36" of the estimated location of the gas facility. Post-construction leak survey may be required.**

Minimum clearance of 12 inches *or one pipe diameter*, whichever is greater, is required between the pipe being installed and the facilities being crossed. If this separation is not possible due to crowded conditions, then a permanent separator shall be inserted between the structures to prevent contact from settling or ground movement. Such separator shall be designed to avoid damage or undue stress to PE pipe or pipe coating, and shall be made of plastic or treated wood to ensure long life.

#### 2.03 Vertical Separation of Natural Gas Lines and Other Utilities

##### 2.03.01 Gas Above All Utilities

When gas lines cross other utilities, the gas line shall cross above all utilities, with a minimum vertical separation of 12 inches. If necessary, the depth of the gas line may be reduce to meet a 12 inch vertical separation, but must not be less than

24 inches for mains or 18 inches for services, measured from top of pipe to grade. When a minimum of 24 inches for the mains and 18 inches for the services cannot be met, then the gas line must cross below the utility in question. This will be permitted only at the concurrence of Frontier Gas or its Representative. When the 12 inch vertical separation cannot be met, a compacted soil or concrete barrier will be used or other methods approved by Frontier Gas or its Representative. **NOTE: For electric and gas line crossings, if the vertical separation is less than 18 inches, the contractor shall place a 4-inch thick by 3-foot square concrete slab between the centerlines of the crossing utilities.**

## **2.04 Gas Line Separation from Manholes**

**No gas pipe shall pass through, under, or come into contact with any part of a sewer manhole.**

## **2.05 Gas Line Separation Within 5 feet of a Structure**

This section shall apply to that portion of gas service lines located within five feet of the house. For new construction, all service lines shall have a 5 feet minimum horizontal separation. The service lines can be laid closer than 5 feet, if the bottom of the gas service line is at least 12-inches above the top of the sewer or water service line with no joints until the separation requirement is met. **Gas service lines and meter risers shall not be placed under or within 3 horizontal feet of doors or windows that may be opened, and any vents or other opening into the building, and shall meet the National Plumbing Code, and National Electric Code.**

## **2.06 Separations Between Gas Lines and Components of the Sewage Disposal System**

Gas lines shall not be installed within 10 feet of a septic tank, within 25 feet of a drain field, or 20 feet from an outhouse. Also, gas lines shall not be installed within 50 feet of the perimeter fence of an **individual** lagoon, or within 100 feet of the perimeter fence of a **community** lagoon.

## **TECHNICAL PROVISIONS**

### **TP 3.0 GAS MAINS, GAS SERVICE LINES, AND APPURTENANCES**

#### **3.01 Scope of Work**

The work covered by this section includes the furnishing of all plant, labor, tools, equipment, and material; performing all operations in connection with the construction of gas mains, including the placing of all necessary valves, fittings, and appurtenances, and the construction of gas service lines, including saddles tap tees, valves, risers, gas stops, gas meters, and appurtenances, in accordance with these technical provisions and applicable drawings.

#### **3.02 Gas Mains**

##### **3.02.01 General**

This section covers the requirements for polyethylene and steel pipes and fittings for underground gas distribution systems. The piping construction shall be performed in accordance with engineered construction plans provided by the Owner. Pipe, fittings, and the installation shall meet the applicable requirements of the U.S. Department of Transportation, Pipeline Safety Regulations, Title 49, Code of Federal Regulations, Part 192.

All work shall be inspected by an Authorized Representative of the Owner who shall have the authority to halt construction if, in his opinion, these specification of standard construction practices are not being followed. Whenever any portion of this technical provision is violated, the Owner shall by written notice order further construction to cease until all deficiencies are corrected.

##### **3.02.02 Polyethylene (PE) Pipe and Fittings**

Materials used for the manufacture of polyethylene pipe and fusible fittings shall be ASTM D 2513 Gas PE 2406/2708 Yellow IPS medium-density polyethylene compound, meeting cell classification numbers 345464C for black and 345464E for stripes, and 345564C for yellow pipe per ASTM D 3350, Standard Specification for Polyethylene Plastics Pipe and Fittings Materials.

The polyethylene pipe shall be manufactured and tested in accordance with the latest published edition of ASTM D 2513, specification "Thermoplastic Gas Pressure Pipe, Tubing and Fittings, ASTM D 2683 specification, "Socket-type Polyethylene Fittings for outside Diameter-Controlled Polyethylene Pipe", ASTM D 3261, "Butt Fusion Polyethylene

(PE) Plastic Fittings for Polyethylene”, Plastic Pipe and Fittings, and to the U.S. Department of Transportation Title 49, Part 192, “Transportation of Natural and or Other Gas by Pipeline - Minimum Safety Regulations”. The same manufacturer shall supply polyethylene pipe and heat fusion fittings. Pipe and fittings from different manufacturers shall not be interchanged.

The pipe shall be the four equally spaced longitudinal yellow stripes extruded into the pipe OD or the yellow pipe highly visible identification of gas service and in compliance with APWA/ULCC standards for color-coding of gas distribution lines. The pipe shall be equal to Performance Yellowstripe® 8300, SDR 11. The designation PE 3408 and indication of pipe size, material, manufacture, pressure rating, and temperature rating, and as appropriate, type and grade shall be stamped or die-marked on the pipe. The die stamp must have a blunt or rounded edge that will minimize stress concentration.

All fittings for 4 inch and above Polyethylene shall be butt-fusion; no mechanical fittings will be accepted.

The polyethylene pipe maximum allowable operating pressure (MAOP) may not exceed 100 psig for plastic pipe used in distribution systems. The following table shows the typical data represented by Performance pipes. All dimensions are Iron Pipe Size (IPS) with the Standard Dimensions Ratio (SDR) equal to 11.

Nominal Size (in.)	Outside Diameter (in.)	Minimum Wall (in.)	Inside Diameter (in.)	MAOP (psig per CFR Part 192 @ 100 F or less)
1	1.315	0.120	1.075	100
2	2.375	0.216	1.943	100
3	3.5	0.318	2.825	100
4	4.5	0.409	3.682	100

**All joints are to be mechanically joined, socket fusion, and or butt fusion as specified by the manufactures’ procedures in accordance with ASTM D 2513, Category 1, Joining, and the requirements of the Owner.**

The installation of all polyethylene pipes must provide enough flexibility to allow for expansion and contraction of the material with temperature changes. It is desirable to slightly snake the pipe in the trench prior to trimming and joining adjacent sections.

Plastic pipe with scratches, gouges, or grooves deeper than one-tenth (0.10) the wall thickness on the OD of the pipe shall be rejected. Localized pipe

damage may be cut out and the undamaged portion of the pipe may be used with the approval of the Owner. The damaged sections of pipe shall be completely destroyed or immediately removed from the job site.

### **3.02.03 PLASTIC PIPE INSTALLATION - (POLYETHYLENE)**

Join PE pipe above grade or in the ditch as the situation dictates. Plan joining in the ditch to insure that you have enough space for proper alignment. Avoid bucking, gouging, and other damage when lowering into the ditch. Lay the pipe so that there are no bends with a radius less than 20 times the pipe diameter and no fusions within 3 feet of any bend.

Align all pipe and fitting fusions straight and flat. Install and tape protective sleeves at all service branches and transition fittings to protect against bending and shear forces. Extremely cold weather makes polyethylene pipe more stiff and increases the likelihood of impact failure. Federal standards require that the installation of polyethylene be far enough away from steam lines, hot water lines, power lines and other sources of heat to avoid temperatures in excess of 140°F. Generally, a 12 inch separation is enough.

Because PE pipe contracts as it cools, snake the pipe in the bottom of the trench. This provides "slack" for the pipeline to cool and contract in the ditch prior to backfilling.

Note: Make final tie-ins or branch connections in the early morning, if possible. At this time, the pipe is cool and has contracted due to the cooler night temperatures. Early morning connections will help minimize stress due to contraction.

### **3.02.04 CONTROL OF STATIC ELECTRICITY ON PLASTIC PIPE**

Static electrical charges develop by friction on the surface of plastic pipe in two ways:

- ☐ By physical handling of the pipe in storage, shipping and installation.
- ☐ By the flow of gas containing dust, rust, scale or dirt particles. Static charges present a serious hazard during hot-tapping, purging, tie-in operations and leak repair on plastic pipe because they are proven sources of ignition. The voltage generated by this friction can reach levels in excess of 10,000 volts. This is more than enough current to cause gas to ignite.

Before attempting repair on plastic pipe, remove the static charge "voltage" and shut off the blowing gas. Do this in the following manner.

- 1) Dig a safe work area 5-15 feet upstream of the blowing gas. If the system is fed from both directions, dig a safe work area 5-15 feet on both sides of the leak.

- 2) Shut off the flow of gas by placing squeeze off tools on the pipe in the work area(s).
- 3) When the gas has stopped blowing, determine if the area is safe to work in by taking a CGI reading. If the area is not safe to enter, ventilate to a safe working atmosphere.
- 4) Wet down the pipe in the leak area with a mixture of water and biodegradable soap (mix one ounce soap to one gallon of water).
- 5) After wetting down the pipe, wet down the work area (ground). When wetting down the pipe and ground area, start at the outside edges of the leak area and move toward the leak.
- 6) Wrap one end of a cotton rag, burlap cloth or a ground kit (see Purchasing) around the pipe (on both sides of the leak) and allow the other end to contact the ground. During the repair, keep the material wet and in contact with both the pipe and the ground at all times.
- 7) When the repair is complete, wash off the soapy water with clean water.  
Soap can have a bad, long-term effect if left on the plastic pipe.

During cold weather, add an ethylene glycol antifreeze to the soap mixture to keep it from freezing. Be sure you wash this off of the plastic pipe when you are through. For additional information, see Section 2: Safety.

### **3.02.05 INSTALLATION OF LOCATING WIRE**

To locate plastic pipe with the use of electronic pipe locator, install no smaller than

#12AWG copper wire with direct-bury insulation along the pipe. Locating wire should be 6" above top of pipe. The separation is necessary to avoid damage to the pipe in the event that the wire is heated by contact with an electrical circuit or struck by lightning.

When pulling a pipe under a bored crossing, tie and tape the wire to the end of the main so it will follow the pipe. This is the only time the wire is permitted to be in direct contact with the main.

Outside the bore, maintain 6" separation of the locating wire and pipe. Make all locator wire splices with splice capsules, bolt- or crimp-type connectors, or resin core solder. Coat the connection with a dielectric sealant, cold-seal butyl tape or equivalent. These connections prevent the loss of continuity due to corrosion on the surface of the wire.

Extend the locator wire above ground at each meter riser or at specially located junction boxes to provide connection for pipe locating instruments. Where location wire is extended above ground level at meter sets, place the wire in back of the meter bar post and tape it in place. (An alternative would be to tape the end of the wire in back of the service valve.)

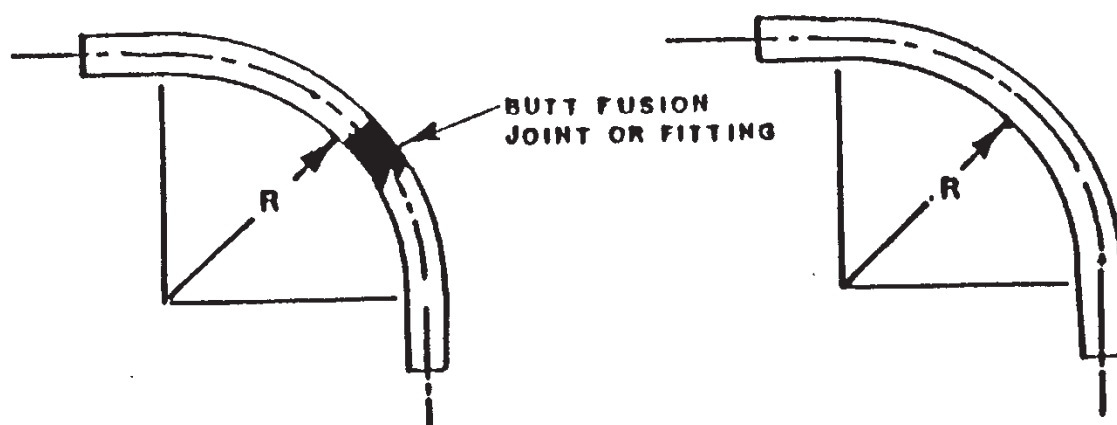
When renewing steel mains and services by insertion, cadweld No. 12 insulated locating wire to steel pipe on both sides of a void, then to old steel service and from old steel service bring wire above ground at the meter riser.

A 1 lb. bare magnesium anode can be attached at the end of the locator wire at each main stub end to facilitate pipe locator operation.

**3.02.06 CHANGES IN DIRECTION of PE PIPE**

Avoid excessive bending in polyethylene piping systems, particularly at joints. Poor pipe laying and backfilling procedures increase the potential for failure and can result in bending stresses which exceed the material strength. Where pipe end section includes a butt fusion joint, the radius (R) is not to be less than 125 times the pipe diameter. Where pipe bend section does not include a fusion joint, the bend radius (R) may be a minimum of 20 times the pipe diameter.

<u>Pipe Size</u>	<u>Min. 90° Radius</u> ‘A’ with joint	<u>Min. 90° Radius</u> ‘B’ no joint
3/4” NPS	10.9 ft	1.8 ft
1” NPS	13.8 ft	2.2 ft
1.25” NPS	17.5 ft	2.8 ft
2” NPS	26.2 ft	4.2 ft
3” NPS	36.2 ft	5.8 ft
4” NPS	46.9 ft	7.5 ft
6” NPS	67.5 ft	11 ft



**Figure A**

**Figure B**

**Fittings for tight spaces – where changes of direction are needed in shorter distances than allowed above, use butt fused fittings available in 45° or 90° angle bends.**

### **3.02.07 Joining of polyethylene pipes**

To produce strong gastight joints, written procedures for butt fusion, socket fusion, and Permanent mechanical joining of polyethylene pipe and fittings for underground gas distribution systems shall be observed by following the manufacturer's instructions for installation. All joining shall be made according to procedures that have been qualified and approved by the Utility and in accordance with Title 49, CFR, Part 192, §192.273 (b), §192.283 (a) and §192.285 (a) **also 192.281 and 192.287.**

All persons making heat fusion joints or making inspections shall be qualified to make joints in reference to an approved qualified fusion procedure, by means of an Operator Qualification process through the state of Kentucky. Each operator must be annually qualified by taking the written tests and with hands- on training required by Operator's Qualification. Records of qualified personnel and certification of qualification training received not more than 12 months shall be maintained before commencing construction. The Contractor shall ensure that all persons making heat fusion are qualified in accordance with this section.

This section provides the Utility's qualified procedures for making heat fusion joints on plastic polyethylene (PE) pipe.

Butt fusion is the preferred method to join 2-inch and larger pipe. Electrofusion (EF) is the preferred method for joining pipe or tubing smaller than 2-inch, and for installing tapping and high-volume tees.

Socket and side-saddle tee fusions made with a heating iron are not approved under *any* conditions.

### 3.02.07.01 QUALIFIED JOINING PROCEDURES

The utility has adopted the Qualified Pipe Joining Procedures and Procedures for Qualification of Pipe Joiners of the Plastics Pipe Institute ([www.plasticpipe.org](http://www.plasticpipe.org)). Manufacturer bulletins describing these procedures are available online. A procedures bulletin for one of the largest PE pipe manufacturers is included as a part of this Section.

### 3.02.07.02 QUALIFICATION OF PIPE JOINERS – BUTT FUSION

Individuals involved with installing PE pipe shall be trained and qualified to use the approved equipment and installation procedures for butt fusion of PE pipe. The candidate for PE pipe joiner qualification shall complete adequate training, and under the guidance of a qualified inspector shall fabricate test assemblies for each type of PE pipe in use by the Utility. The assemblies shall be fabricated and tested in accordance with the pipe manufacturer's procedures.

The proficiency of qualified personnel shall be reviewed annually. A person must be re-qualified, if during any 12 month period that person does not make any joints under that procedure or has 3 joints or 3% of the joints made, whichever is greater, found to be unacceptable by testing under 49 CFR Part 192.513. A person shall remain qualified provided satisfactory field joints for each fusion method made by that person have been evaluated by qualified inspectors at intervals of not more than twelve months.

### 3.02.07.03 RE-TEST

If a person fails to qualify, in the inspector's opinion, due to conditions outside the control of the person, the inspector may correct the faulty conditions and give the person a second opportunity to qualify.

### 3.02.07.04 JOINER QUALIFICATION DOCUMENTATION

A record shall be kept of each person's qualification test and shall include the name, date, test results and record of qualification.

### 3.02.07.05 CONTRACTOR QUALIFICATIONS

When a contractor is installing or making repairs on PE pipe, each prospective PE joiner shall be qualified to make PE joints under the Utility procedures. Qualification can be done under the inspection of a utility inspector who has been qualified by appropriate training to evaluate the acceptability of PE pipe joints; or by another gas utility or authority acceptable to the Utility.

### 3.02.07.06 PE BUTT FUSION PROCEDURES

PE pipe butt fusion joints shall be made in accordance with the pipe manufacturer's qualified procedures.

PE butt fusion joints shall be made with equipment designed and manufactured for this purpose. Equipment includes a clamping device, a motorized pipe facing machine, and an electric heating iron.

**Heating Irons** are the critical link in butt fusion. General information for heating irons:

- ☐ Use only Frontier Gas-approved heating irons and heating iron faces.
- ☐ Heating irons are thermostatically controlled, electrically heated tools powered by 110 V AC power, used for making butt fusion connections.
- ☐ The coated heating iron faces must be kept clean to ensure sound connections. Use a soft wooden stick and a non-synthetic cloth to clean the heater faces. Do not use metal instruments such as knives, wire brushes, etc., because they will damage the Teflon-type coating. Carefully clean the heater faces after each use, including the vent holes. Use 99% isopropyl alcohol to clean all soiled surfaces.
- ☐ If the faces are damaged or their Teflon coating becomes contaminated with charred material, they may not be used to make fusions and must be cleaned, recoated, or replaced. Recoating of faces by unauthorized methods or using foreign substances on the faces is prohibited. To prevent damage, store the heating iron assemblies in bags or other appropriate containers.

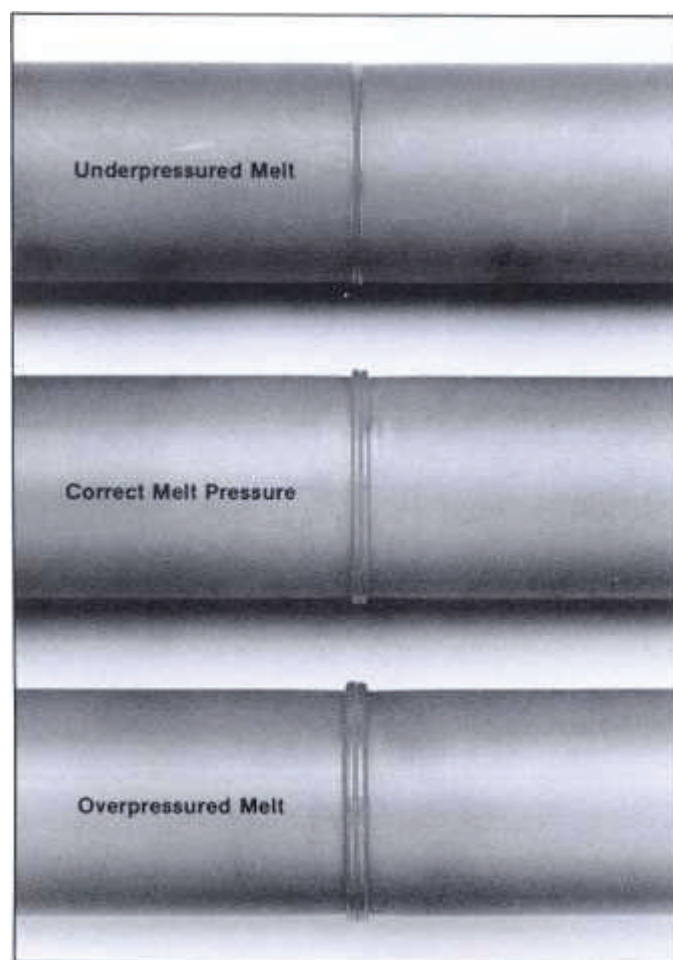
- ☐ Heating iron repairs, other than temperature adjustments, may only be made by an authorized repair facility.
- ☐ A single heating iron will accommodate a variety of heating iron face sizes. Do not unbolt and change the faces while the iron is hot, do not over-tighten bolts.
- ☐ The heating iron face temperature for all butt fusions shall be  $500^{\circ}\text{F} \pm 10^{\circ}\text{F}$ . Use a pyrometer or suitably accurate device to check the heating tool *surface* temperature before each use. Do not use temperature crayons or sticks. The heater gauge indicates *internal* temperature, not the external heater *surface* temperature.
- ☐ Allow the heater and faces to stabilize at the proper temperature for at least 5 minutes before using.
- ☐ To change the temperature setting of the heating iron: some have a simple adjustment knob to set the correct temperature. For others with an adjustment screw: unplug the heating iron while adjusting the temperature; turn the adjustment screw in the base of the heating head, clockwise to lower the temperature or counterclockwise to raise the temperature. Turning the adjustment screw 1/8 of a turn adjusts the setting approximately  $10^{\circ}\text{F}$ . (This estimate is only a guide - actual adjustment will vary.)

**General procedure for butt fusion** (may vary slightly by pipe manufacturer):

- 1) Cut the pipe so that the ends are square. Remove any burrs or shavings. Clamp the pipe into the butt fusion machine and adjust the pipe supports.
- 2) Open the butt fusion machine carriage and lock the facer into the machine. Ensure that the pipe is in contact with the facer and the carriage is in the open position before the jaws are closed and secured. Be sure the jaws are tight before proceeding.
- 3) Start the facing tool and, using light force on the carriage lever, advance the pipe ends into the facing blades. Continue advancing the pipe until the carriage travel stops and the facer motor speeds up. This indicates the carriage feed has stopped and the last cut has tapered off.
- 4) Stop the motor, retract the carriage, and remove the facing

tool. Remove the shavings with a clean rag or brush. Do not contaminate the ends of the pipe with dirt or oil from the hands or dirty gloves.

- 5) Close the carriage and check that the pipe ends are properly aligned. If the ends are not properly aligned or there are gaps large enough to slide writing paper into, reposition the pipe and repeat the facing procedure.
- 6) Ensure the heating iron temperature is correct and, with the carriage open, hang the iron in the machine between the pipe ends.
- 7) Close the carriage and, using light force, hold the pipe ends against the heating iron.
- 8) When a small melt bead develops around both pipe ends, relax the force on the carriage handle but maintain contact between the pipe and the heating iron. Begin the required heating time.
- 9) Open the fusion machine carriage back and remove the heating iron quickly and carefully. Do not drag or strike the iron against the melted pipe ends.
- 10) Bring the pipe ends together quickly, but do not slam them together. Use sufficient force to cause the fusion bead to roll over and roughly double its size. Continue to hold with the same force for the required minimum *holding* time.
- 11) Open the jaws, retract the carriage, and carefully remove the pipe. Do not air test, pressurize, or handle roughly until the total *cooling* time has passed.
- 12) Visually inspect the butt fusion along the entire fusion area for the proper bead appearance. If the appearance is unacceptable, determine the cause. Cut out the fusion bead and make corrections. Repeat the procedure.



Butt fusion - melt bead results vary with hand pressure on the carriage handle.

### 3.02.07.07 REPAIR OF PE PIPE

Successful repair of PE pipe depends on the type of damage or pipe flaw:

- ☐ Bad fusions – Using the inspection procedures as a guide, unacceptable PE fusions shall be cut out as a cylinder and replaced.
- ☐ Cylinder - All manufacturing imperfections and significantly damaged portions of PE pipe shall be cut out as a cylinder and replaced.
- ☐ EF Saddles - On certain types of cuts, scrapes, punctures and other external pipe damage of limited size, an electrofusion EF saddle tee can be electro-fused over the damaged area as a permanent repair. The fusion cannot be performed around leaking gas. This method CANNOT be

used to cover apparent manufacturing defects in new pipe, nor can several saddles be daisy-chained together to cover a larger area. On such a repair, cut off the outlet neck of the saddle tee so it cannot be tapped and used for a service tee.

- Repair Clamp - The use of a repair clamp is sometimes necessary to temporarily stanch a gas leak, but a repair clamp is not allowed as a permanent repair.

### 3.02.07.08 DISSIMILAR FUSION PROCEDURES

The indiscriminate mixing of types and wall thicknesses of PE pipe is discouraged. However, mixed PE joining may be unavoidable as pipe technology evolves.

Dissimilar PE pipe types may be butt-fused, but only if special procedures are developed and fully qualified under DOT regulation, and joiners are trained and qualified before any work is started. This is time-consuming and expensive, and every combination of PE resin and wall thickness have to be qualified.

For this utility the *only* approved method of joining dissimilar PE pipe is to use electrofusion or EF couplings under the procedures in this manual.

### 3.02.08 PE PIPE ELECTROFUSION PROCEDURES GENERAL

This procedure describes fusing polyethylene (PE) pipe with Electrofusion (EF) fittings. Electrofusion is a heat fusion process that joins a fitting to pipe by heating an internal electrical coil in the fitting. This coil is energized by an Electrofusion processor.

Electrofusion is the approved method for installing saddle tap tees and joining service lines. Electrofusion is approved for joining 2-inch and larger pipe, in situations where butt fusion is preferred but considered impractical. Applicable DOT codes and many generic procedures are the same as for PE butt fusion.

#### 3.02.08.01 ELECTROFUSION SYSTEMS

Universal EF mode processors and fittings are approved for use in this joining procedure. Other EF systems and fittings may be approved for use according to the manufacturers recommendations.

Universal EF mode processors use “bar code” technology. A bar code label attached to each fitting contains all the fusion parameters. When

the bar code reader is moved over the bar code, the EF processor identifies the manufacturer, size and type of fitting, and automatically adjusts the fusion time and amperage for the specific fitting and ambient temperature.

EF processors are not explosion proof and may not be used in an explosive atmosphere. Escaping gas must be stopped or vented away from the processor and from any fitting connections.

EF processors require a 110V AC power supply capable of supplying adequate power to the largest anticipated EF fitting. For most utility operations a 5000 watt generator is the minimum size recommended. If so equipped, the auto-throttle switch should be turned off. If an extension cord is used, it shall be constructed of #10 AWG or larger, 3-wire cord and shall not exceed 100ft length.

### 3.02.08.02 QUALIFICATION OF PE JOINERS - ELECTROFUSION

Individuals involved with installing PE pipe shall be trained and qualified to use the approved equipment and installation procedures for EF joining of PE pipe.

The candidate for EF joiner qualification shall complete adequate training and under the guidance of a qualified inspector shall make a 2-inch EF coupling fusion. If EF saddle taps are used, the test shall include a 2-inch EF saddle tee.

The fused coupling shall be visually examined and cut into three longitudinal straps. The straps shall be inspected for adequate fusion. The saddle fusion shall be cut across the pipe into three sections and inspected for adequate fusion. Persons inspecting joints in PE pipe must be qualified by training or experience in the procedure to evaluate the acceptability of the joints.

The proficiency of qualified personnel shall be reviewed annually. A person must be re-qualified, if during any 12 month period that person does not make any joints under that procedure or has 3 joints or 3% of the joints made, whichever is greater, found to be unacceptable by testing under Part 192.513. A person shall remain qualified provided satisfactory field joints made by that person have been evaluated by qualified examiners at intervals of not more than twelve months.

### 3.02.08.03 RE-TEST

If a person fails to qualify, in the instructor's considered opinion, due to conditions outside the control of the person, the instructor may

correct the faulty conditions and give the person a second opportunity to qualify.

### 3.02.08.04 JOINER QUALIFICATION DOCUMENTATION

A record shall be kept of each person's qualification test and shall include the name, date, test results and record of qualification.

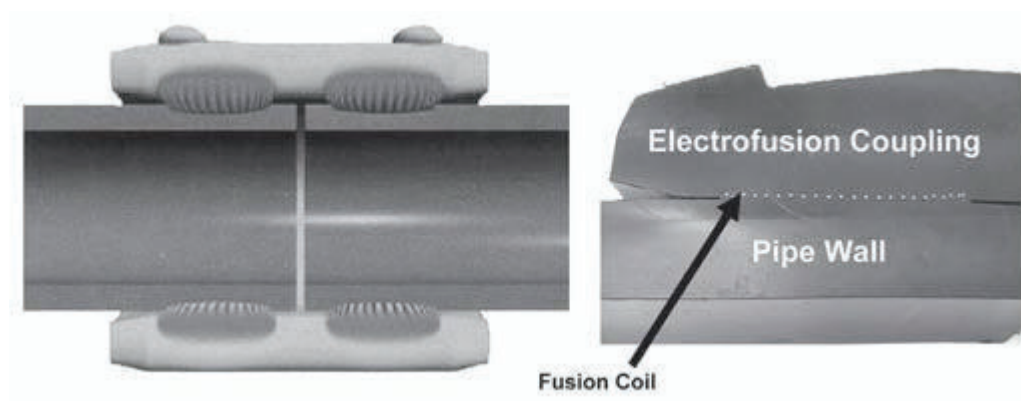
### 3.02.08.05 ELECTROFUSION PROCEDURE – COUPLING

EF Couplings are the most common EF fittings. These are used to join pipe together, and coupling ends are often incorporated into tees, ells and other common pipe fittings. The EF fitting should be left in its protective bag until ready for use. General EF procedure:

- 1) Cut the pipe ends to make a square, even surface. Remove any burrs or shavings.
- 2) Clean pipe ends inside and out with a clean, dry cloth to remove any dirt or contaminants. Pipe preparation and contamination removal are critical to EF.
- 3) To determine insertion or stab depth on couplings, measure half the length of the coupling and mark the depth with a wavy line. For ease of installation, a stab depth indicator and internal fitting stops are a molded part of most EF couplings.
- 4) Scrape pipe ends to remove any oxidation or surface contamination in the entire area to be covered by the coupling. DO NOT use any tool but the specific PE pipe scraping tool made for the specific pipe size. For best results, secure scraping tool on pipe and make no more than two passes on any spot. As PE scrapings build up, remove the scraping tool and clean blade area with a clean, dry cloth.
- 5) Continue scraping until the wavy stab depth marks are mostly removed and the fusion area is completely presented with un-oxidized, virgin material. In the event of out-of-round pipe, it is important to assure an even scrape is achieved around the entire circumference of the pipe. A rubber pipe stopper or internal stiffener can be placed in the end of the pipe to aid rounding.
- 6) Remove the EF fitting from the bag. Inspect the fitting for obvious defects in the molding and electrical pins and coils.

If necessary, clean the coil side of the fitting with cotton cloth and 99% isopropyl alcohol.

- 7) Place pipe ends and coupling together by using the internal fitting stops. The maximum gap between pipe ends should not exceed 1/4" for 2-inch pipe and 1/2" for 3 to 8-inch pipe.
- 8) Maintaining stab depth, place all pipe junctions into proper clamping tools to secure pipe from movement during the fusion cycle. For best results, alignment clamps should be placed as close to the fitting as possible. The fitting should still slide freely.
- 9) Connect the processor to an adequate AC power source with the proper extension cord. (DC current can damage the processor). If a generator is used it should be up to speed before plugging in the processor.
- 10) Perform the EF operation by following the appropriate EF processor procedure. Read the barcode on the fitting, attach the processor leads to the terminals on the fitting, and prepare for fusion as directed.
- 11) Press START button to begin fusion cycle. Fusion cycle time will count down on the visual display, and some processors display output volts or amps. When fusion cycle is complete, the processor should indicate a successful fusion.
- 12) If any diagnostic fault, shutdown or other fusion message appears during the process, refer to the manual for fault messages.
- 13) Disconnect the processor leads from the fitting.
- 14) Clamping device should remain in place to secure pipe and fitting during the recommended cooling time. After removing clamps, inspect the joint and cut out if necessary. Additional cooling time should be allowed before subjecting the joint to bending, burial, pressure testing, or similar handling and backfill stress.



Cross section of a typical EF coupling with internal electric heating coils.

### 3.02.08.06 ELECTROFUSION PROCEDURE - SADDLE

EF Saddle fittings are used for tapping tees and high-volume tees suitable for hot taps on active lines. Generally, most of the preparation and fusion steps of the EF Coupling procedure apply to the EF Saddle, with a few additional steps:

- 1) For saddle fusion clean the joining area with a clean dry cloth.
- 2) Center fitting on pipe and mark length of fusion area. Scrape entire pipe surface covered by the fitting.
- 3) Position saddle on scraped surface and position saddle clamp on it. Slide clamping tool onto edges of saddle fitting until clamp is squarely aligned beneath the fitting. Tighten clamp to secure fitting in place.
- 4) Visually inspect the saddle tee. If the connection is not acceptable, abandon the saddle fitting in place. Cut off the neck of the fitting so it cannot be used. Move to another location along the pipe and repeat the procedure.

Outlet pipe can be fused to the saddle tee outlet with EF coupling or butt fusion.

DO NOT perform EF saddle fusion or hot tapping on live PE Mains with more than 60 psig internal pressure.

EF Saddle tees can be used for certain types of surface damage repair, see section on Repair of PE Pipe.

### **3.02.09 Steel Pipe (X-tru Coated & Black) and Fittings for Gas Mains**

#### **3.02.09.01 STEEL PIPE INSTALLATION**

Not used.

#### **3.02.09.02 CHANGES IN DIRECTION of STEEL PIPE**

Not used.

#### **3.02.09.03 FIELD COATING of WELD JOINTS & FITTINGS**

Not used.

#### **3.02.09.04 INSPECTION & REPAIR OF COATING**

Not used.

#### **3.02.09.05 LOWERING IN OPERATION**

Not used.

#### **3.02.09.06 CORROSION CONTROL**

Not used.

#### **3.02.09.07 NIGHT CAPS**

(For steel or PE pipe.) At the end of each day's construction or whenever work is delayed for an extended period of time, plug or cap all open ends of any installed pipe with a suitable cap that will prevent the entry of water, mud, etc. Compression fittings or wooden tapered plugs may be used for this purpose. Do not use rags, tape, etc.

Where the line is joined into long sections for pulling across highways, railways, streets and other crossings, cap the inactive end of the pipe while fusing.

#### **3.02.09.08 ADDITIONAL PROTECTION**

Protect each pipe line from washouts, unstable soil, floods, landslides or other hazards that may cause the pipeline or above grade facilities to move or be subject to abnormal loads.

### **3.02.10 Welding of Steel Pipe**

Not used.

### **3.02.11 Laying of Steel Pipe**

Not used.

### **3.02.12 Coating And Wrapping Joints**

Not used.

### **3.02.13 Tracing Wire**

All buried Polyethylene gas pipe lines will require No. 12 underground insulated Tracing Wire to be placed 12" maximum above the gas pipe. All Tracing Wire must have continuous contact throughout the gas system. Connections will need to be completed with underground rated wire connectors supplied by Contractor.

### **3.02.14 Warning Tape**

Warning tape is to be supplied by NTUA. Warning tape is to be installed at a minimum of 10" below finish grade, and at a maximum of 24" above the top of the pipe.

### **3.02.15 Carsonite Signs**

Yellow carsonite signs and decals are to be installed by the Contractor. Carsonite signs are to be installed at all elbows, bends, tees, valves and on continuous straight lines-of-sight at 500 foot increments, unless the terrain requires more frequent placement. Carsonite signs are to be offset approximately 1 foot from the centerline of the gas line installation.

## **3.03 Valves For Gas Mains**

### **3.03.01 Key Valves**

All key valves shall meet or exceed DOT, CFR 49 Part 192, "Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards" and ANSI B16.40; "1985 American National standard for Manually Operated Thermoplastic Gas Shut-off Valves in Gas Distribution Systems", ASTM D-2513, "Standard Specification for Thermo-plastic Gas Pressure Pipe, Tubing and Fittings".

Distribution or service 2-inch or 4-inch shut-off valves are to be polyethylene (PE) 3408, with 2-inch wrench head. The 2-inch size shall

be joined using either the Perfection's Permasert® coupling or butt fusion, but 4-inch size shall be the butt fusion outlet ends only to accommodate SDR 11 pipe. Valve working pressure rating shall be 100 psig for intermediate pressure (5 psig – 60 psig) and 740 psig for high pressure mains (100psig – 400 psig) minimum or as specified by the Owner. All high pressure valves shall be self-lubricating and manufactured by Baylon. Other valves may be Permaserts, Rock Wells, Nordstorm, Baylon, or approved equal. No flange type valve shall be permitted for underground service, but shall be used on various above ground facilities.

### **3.03.02 Valve Box and Cover**

The valve box and cover shall be of cast iron construction (Clow F-2450, or equal) and shall be engraved with the word "gas".

### **3.03.03 Valve Installation**

Before installing the valve, care shall be taken to see that all foreign material and objects are removed from the interior of the valve. All valves that are welded must be open during the welding process. The valve shall be opened and closed to see that all moving parts are in working order and left open during pressure testing procedures.

All valves key stems shall be set at a 90 degrees vertical angle and joined to the pipe in the manner determined by the type of valve. Valve box bases shall be set over the valve in such a manner that the valve box does not touch or transfer stress to the valve. Old rubber mats or cut and shaped tires may be used under the fabricated valve box to provide a cushion between the body of the valve and pipe section of the valve box.

## **3.04 Gas Main Crossings**

### **3.04.01 Road Crossings**

The original surface pavement on all open cut roadways shall be either cut square or sawed straight. As with open cut, if boring is required the steel conduit shall be extended from right-of-way to right-of-way. The Contractor shall obtain written permission from the appropriate agency prior to beginning any roadway excavation. Backfill within the limits of a roadway prism may require special compaction in accordance with the requirements of the roadway crossing permits.

Surfacing shall be replaced where the roadway has gravel, concrete, or asphalted paving in the same thickness as were removed, or as specified by the Owner, and completed as soon as possible following backfilling.

Gas line road crossings shall be installed within specified wall thickness steel casing unless otherwise specified. The casing ends shall be supported

with compacted soil to prevent sagging, and the ends shall be secured with approved rubber end boot in sizes 6" x 2", 8" x 4" or 10" x 6" size depending the size of the casing and the pipe. The insulator boots at the ends must be clamped with stainless steel straps to hold the boots in place. Properly sized centralizers must be paced 10 feet apart on the entire pipe within the casing to keep the pipe and black steel pipe casing separated.

### **3.04.02 STREAM OR DITCH CROSSINGS**

For stream or river crossings, use a minimum cover of 60 inches measured from the lowest part of the existing or proposed channel to the top of, the pipe or river weight. Do not bend line sags within 15 feet either side of the top of the high banks. If sufficient pipe depth can be maintained approaching the banks, use a gentle upward curve rather than a sag bend. Reference Plan Details.

Use precast concrete river weights to counter pipe floatation in the water way and in the flood plain where frequent flooding occurs. Refer to the construction drawing for specific weight, size, quantity and spacing requirements.

### **3.04.03 BRIDGE CROSSINGS**

When a pipe is attached at a bridge crossing it must meet the following conditions

- 1) Electrically isolate the pipe above grade at each end of the crossing.
- 2) Install fire valves at the upstream side of the bridge for single feed lines. Install fire valves at both ends of the bridge for looped feed lines. reference typical drawing for general details. Where permits are required, verify and meet specification requirements. for general information, refer to the Bridge Crossing diagram.
- 3) On longer crossings of more than 300 feet, where temperature differences can cause the pipe to expand and contract, use expansion joints or loops.

### **3.04.04 CROSSINGS**

Do not case pipelines or steel mains which cross the ROW of highways and roads, railroads and other public thoroughfares except as follows:

- ☐ Cannot attain adequate minimum cover.
- ☐ If installed by the auger method, the carrier pipe is subject to damage due to soil or rock conditions in the road bed.

- ☐ When casing is required by authorities responsible for the construction and maintenance of the highway, road, railroad or other public thoroughfares.
- ☐ When casing is needed for physical protection of the carrier pipe.

#### **3.04.05 COVER**

Use a minimum of 48 inches of cover over the pipe in the ditch line for highways, roads, and railroad crossings. However, if additional cover is required by jurisdictional authorities, meet that minimum.

At locations where open trench crossings are specified, backfill the trench with suitable material and pneumatically tamped back to the equivalent compaction of the adjacent undisturbed earth. If the material excavated from the trench is not suitable for backfill, obtain suitable material from another source. Restore the road surface to its original condition.

#### **3.04.06 CASING INSULATION CHECK**

Check at each step to see the carrier pipe is electrically insulated from the casing pipe:

- ☐ Immediately following installation of carrier pipe in the casing pipe.
- ☐ At completion of tie-in prior to backfill.
- ☐ After backfilling is completed.
- ☐ If a short is detected, correct before construction proceeds.

#### **3.04.07 RAILROAD CROSSINGS**

When required, install pipelines or mains crossing under railroads in steel casings. Construction of all railroad crossings including all details shall comply with the specifications required by the railroad or other authority having jurisdiction.

#### **3.04.08 HIGHWAY CROSSINGS**

Construct all highway crossings, including all details, to state highway specifications. Refer to Plan Details.

#### **3.04.09 DRILLING, AUGERING & PUSHING**

Directable boring tools are preferred for installation of pipe under paved highways, streets and driveways, high-traffic rural roads, ditches and streams, and other areas with high impacts to people and environment. Such tools include directional drills, road boring augers, pushing tools

and mechanical “moles”.

Driveways and sidewalks should be bored or pushed, and not excavated or tunneled with a chain trencher.

### **3.04.10 BORING**

Reference specific permit requirements regarding boring methods. Fill all voids developed under hard surface (concrete and/or asphalt) using pressure grouting. Grout consists of sand-cement slurry, a minimum of two bags of cement per cubic yard of mix.

When voids develop under graded gravel, crushed rock or dirt surfaces, excavate and backfill with a suitable material. Pneumatically tamp to the equivalent compaction of the adjacent undisturbed earth. Replace surface material to original condition.

## **3.05 Gas Service Connections Materials**

### **3.05.01 Polyethylene (PE) Pipe**

ASTM D 2513 Gas PE 2406/2708 Yellow medium-density, SDR 11 pipe shall be 2, and 1 inch Iron Pipe Size (IPS), 100 psi operating pressure and in conformance with ASTM D 2513. The pipe shall be produced from a high density ultra-high molecular weight PE pipe compound. The designation PE 3408 and indication of pipe size, material, manufacture, pressure rating, and temperature rating, and as appropriate, type and grade shall be stamped or die-marked on the pipe. The die stamp must have a blunt or rounded edge that will minimize stress concentration. The pipe shall have yellow stripes indicating the national color code of natural gas, or can be yellow pipe.

### **3.05.02 Service Line Fittings and Connections**

Fittings and connections for natural gas service line shall be ASTM D 2513 Gas PE 2406/2708 Yellow medium-density, SDR 11. Pipe shall be marked ASTM D 2513 to indicate size, material, manufacture, pressure and temperature rating, and as appropriate, type, grade, brand and model. Heat-fusion or socket-fusion joining must be completed following the manufacturer’s instructions. Mechanical joining of PE piping must contain a rigid and **not** a split tubular stiffener, and be compatible with the plastic being joined. **NO** electric fusion, adhesive joints, or compression fittings shall be permitted.

### **3.05.03 FIELD COATING of WELD JOINTS & FITTINGS**

Not used.

### **3.05.04 PROTECTIVE SLEEVES**

Use protective sleeves for all saddle tee connections. Sleeves protect the joint between the service line and the saddle fitting from shearing off. Use electrical tape to secure sleeves to service tee. Sleeves can also be used for transition fittings and other applications where high shearing forces may damage a joint.

3/4-inch service	12" long sleeve
1 or 1.25-inch service	20" long sleeve

### **3.05.05 STEEL MAIN TO PE SERVICE LINES**

Not used.

### **3.05.06 PE SERVICE LINE RISER INSTALLATION**

Use an approved service riser to connect PE service lines to a meter set.

- 1) Meter bracket must support meter, regulator, and service line riser.
- 2) Terminate service riser 12" above grade with a minimum of 24" below grade.
- 3) Install a meter stop valve with a locking device. Size to be as per riser outlet size.
- 4) Follow manufacturer's installation instruction to join the riser to service line.
- 5) Place service line in trench, keep the service line straight and flat to prevent kinking and pinch off.
- 6) Pressure test completed service line using testing procedures, Section 660.
- 7) Hand backfill and tamp around the houses' foundation and under service riser with enough force to prevent stress and sheering loads on the riser and PE pipe and to prevent settling.

### **3.05.07 STEEL SERVICE LINE RISER INSTALLATION**

Not used.

### **3.05.08 TAPPING THE MAIN & PURGING THE SERVICE LINE**

After the installation has been tested, tap and purge the service line of all air (see Purging section).

If the service tee is a self-tapping punch-it, use the tee manufacturer's companion tools for tapping.

For a non-self-tapping tee on a steel line, use a tapping machine.

Before applying the completion cap on a steel service tee, pipe dope the threads to prevent leakage through the tee's cap or plug.

### **3.05.09 SHUT OFF & RESTORE SERVICES**

Most services can be turned off and on using the punch tee as a valve. Service tees will likely not completely turn off the flow of gas enough to ensure gas-free work on the service line.

### **3.05.03 Saddles Tees (Electron Fusion Tap Tees Only)**

Saddle tees shall be specific for the type, size, and pressure rating of the mainline as recommended by the saddle manufacturer. Each saddle tap tee used to make a hot tap must be designed for the minimum operating pressure of 100 psig. Saddles shall be full-encirclement, mechanical tapping tees or fusion-type saddles constructed of medium-density ASTM D 2513 Gas PE 2406/2708 Yellow. Mechanical saddles must be designed to ensure a reliable, gas tight, connection, and must provide a body sleeve that threads and locks itself to the main. Saddles and saddle components must meet or exceed the requirements of ASTM D 2513, ISO 4437, CSA B137.4. The Preferred manufacturer is the Perfection Saddle Tees. Compression saddle tees are not acceptable.

### **3.05.04 Service Valves (for 2" and above service connections)**

Service valves shall meet or exceed DOT, Pipeline Safety Regulations Title 49, CFR, Part 192, §192.145 and 192.191, ANSI B16.40, ASTM D-2513, ASTM A 126, ASTM 126 and API 6D. Valves are to be Polyvalve constructed of 3408 high density PE.

### **3.05.05 Excess Flow Valve (EFV)**

Under CFR, Title 49, Part 192, §192.381, Service Lines: Excess flow valve performance standards: excess flow valves are installed on a service line that operate continuously throughout the year at not less than 10 psig. The valve shall close automatically at flows 50% above the customer's established flow rate, and allow pressures to equalize across the valve at 5 percent of the manufacturer's specified closure flow rate, up to a maximum of 20 cubic feet per hour. The EFV shall be marked and identified on the as-built drawings. All EFV shall be designed for a trip flow rate of 400 standard cubic feet per hour. The EFV shall be installed 12" downstream

at the service tap connection and as shown on the detail drawing, two 1" high density 3408 PE couplings will be utilized as additional fittings to install Perfection Corporation Excess Flow Valve for 1" gas service lines. Fusible or Permasert EFVs as manufactured by Perfection are recommended.

### **3.05.06 Gas Anodeless Risers**

Anodeless gas Risers shall meet ASTM D 2513, Category 1, ANSI B 1.20, ANSI B 31.8, US DOT 192, NFPA-58, and CSA B 137.4. The gas carrying steel pipe nipple shall meet the requirements of ASTM A53 pipe. All risers shall be factory leak tested to 150 psig. Polyethylene tubing shall be 1" or 2" IPS, medium density 2406 PE. The steel pipe coating shall be fusion bonded epoxy (FBE), and shall be 3 to 10 mils in thickness, with the epoxy coating continuing through half the threaded nipple. Risers shall be pre-bent, 36-inch horizontal length and 30-inch vertical rise, with a PE 2406 pig tail as manufactured by Perfection. The entire steel casing of the anodeless riser shall be primed with #1027 Polyken primer and taped with #900 Polyken tape. Tracing wire clamps shall be installed on the shield riser located 1-inch just below the gas stop. Risers shall be compacted in place to provide a rigid and sturdy setting.

### **3.05.07 Gas Stop**

Gas stop must meet ANSI B16.33, ANSI B1.20.1, shall be 1" FIPT Inlet /Outlet x 1" Insulated Union with Threaded Tailpiece, 100 psig. Black Iron Body-Brass Plug, Flat Head with Lockwings. Valve stops shall be McDonald 6266B. Larger size valves shall be as specified on the project drawings.

## **3.06 Gas Service Line Installation**

Gas service lines and appurtenances shall be installed in accordance with TP 1.0, Excavation, Trenching, and Backfilling for Gas Utilities, and TP 2.0, Gas Line Separation Requirements. A minimum of 1.5 feet of cover is required for gas service lines.

Service lines shall be cut using tools specifically designed to leave a smooth, even, and square end on the pipe. The cut ends shall be reamed to the full inside diameter of the pipe. Pipe ends are to be connected using fittings that seal to the outside surface of the pipe, which shall be cleaned and smoothly finish before installation.

All 1 and 2-inch service connections to gas mains 2-inch and larger of PE pipe 3408 SDR11 shall be made using saddles tees depending on the anticipated load and distance from the point of tap to the metering point. Particular care shall be exercised to assure that the main is not damaged by the installation of the saddle.

The saddle shall be aligned on the gas main so that it is at a 90-degree angle above the top of the pipe.

When making service connections to steel pipe, a sacrificial anode is to be placed on the existing steel main a minimum of 12" away from the steel service tap.

### **3.07 Pressure Test**

Pressure tests shall be according to the DOT, Part 192, Subpart J, Test Requirements, §192.513, each segment of plastic pipeline must be tested in accordance with this section.

#### **3.07.01.01 SCOPE**

This section covers the Utility standards for pressure testing of all distribution facilities. All distribution facilities shall be tested in accordance with these standards. This includes replacements and extensions to the system for services and mains. This also includes testing for reinstating service lines.

#### **3.07.01.02 APPLICABLE CODES AND REGULATIONS**

**DOT 192** OPS Title 49 CFR Part 192.725 and Subpart J

#### **3.07.01.03 TESTING SAFETY**

Care shall be exercised when releasing the test pressure from a pipe segment under test. No work shall be performed on a segment under test pressure. No work shall be done on any connected service or fitting until the test pressure is released. During pressure tests, no person shall be allowed to stand in front of a cap secured by a compression coupling, or at the end of a pipe segment under test.

#### **3.07.01.04 TESTING MAINS AND SERVICES**

All steel or PE mains and services operating at 60 psig or less shall be tested at 100 psig. All mains and service lines operating at a pressure above 60 psig shall be tested at 1.5 times the maximum allowable operating pressure (MAOP).

#### **3.07.01.05 DISTRIBUTION FACILITIES TEST DURATION**

The test pressure must hold steady for 1 hour for each 100 cu. ft. of volume, unless a means of reading less than 1 psi increments of pressure is available. No main should be tested for less than 1 hour and no test should be more than 24 hours. Tests for up to 3 hours may be made using an indicating gauge. For longer tests, a pressure recorder should be used.

Pipe length for 100 cu ft of volume (1 hr test):

1¼-inch	10,000 feet
2-inch	4,340 feet
3-inch	1,960 feet
4-inch	1,135 feet
6-inch	498 feet
8-inch	288 feet

Individual service lines should be tested for a minimum of 15 minutes but no longer than one hour.

#### 3.07.01.06 RECORDS

Test records should include a description of the facility tested, date test duration, pressure chart (if applicable), test medium used, and name of person who made or witnessed the test. Document with a Pressure Test Report

#### 3.07.01.07 TESTING FOR REINSTATING SERVICE LINES

Disconnected service lines shall be tested in the same manner as new service lines. If the line is temporarily disconnected from the main, it should be tested from the point of disconnection to the service line valve. However, if provisions are made to maintain continuous service, such as installation of a bypass, any part of the original used to maintain continuous service need not be tested.

#### 3.07.02 Steel Pipe

Not used.

#### 3.07.03 Observation of Tests

Prior to the performance of the pressure test, the contractor shall have all equipment set up and ready for operation, and shall have performed an abbreviated test on the line to determine if the section should pass. The Contractor shall notify both the Frontier and the Frontier Representative a minimum of three working days in advance of the date that the Contractor plans to perform the pressure tests.

The Frontier Representative shall observe the testing to verify that the testing was performed according to the specifications and that the test data were properly and accurately recorded. The Contractor will complete the required certification forms and submit them to Frontier Gas for approval. A letter of approval or disapproval of the test results and line installation

will be sent from Frontier Gas to the Contractor.

The pipe inspections will follow all 49 CFR, Part 192.241, 192.235, 192.231, 192.225, 192.227, 192.243, and all other sections. Exhibit A shall be completed and filed with the utility

**3.07.04 Purging of Newly Installed PE Service and Distribution Systems**

After the new distribution system has been pressure tested, the system shall be purged with air at 100 psig to assure that all debris has been removed from the piping. Prior to purging, all gas stop plugs are to be removed, and each individual gas stop shall be operated quickly to assure that the connection at each of the saddle tees has been completely punched. Then the gas stop plugs shall be reinstalled and the stop left closed.

The outlet purging location shall be at the furthest riser and stop at the end of the segment being purged. The gas stop, initially closed, shall be opened slowly at the start, until the full ¼ turn is reached. Leave the stop valve open until pressure subsides. Once all purging is completed, it is very important that the riser used to purge the system be completed resealed. During the purging process, a representative of the utility shall be present.

The purging practices will follow 49CFR, Part 192.629, Purging of Pipelines. A slug of inert gas - nitrogen gas - must be released into the line before the introduction of gas into the system. Each individual service lateral shall be purged and ready for meter services.

**3.08      Drainage Control**

Not used.

**3.09      Blow Down Station**

Not used.

## **TECHNICAL PROVISIONS**

### **TP 4.0 NATURAL GAS METERS AND APPURTENANCES**

#### **4.01 Scope of Work**

This subpart prescribes minimum requirements for installing customer meters and service regulators.

#### **4.02 General**

Each gas meter must be installed outside the building at a readily accessible location and protected from corrosion and other damages. All meter installations shall conform to DOT, Title 49, Part 192, §192.353, §192.355, §192.357, and §192.359 and the Owner's design and specifications requirements.

#### **4.03 Materials**

##### **4.03.01 Residential Standard Gas Meters**

The Owner shall supply the American AC-250 - temperature compensated, unless otherwise specified, and factory calibrated. Meter shall be diaphragm type natural gas meters, and have a maximum flow rate of 250 cubic feet/ hour (SCFH). The meter ferrule size shall be 20 Lt. (per ANSI B-109-1), swivel washers model no.001-61-154-02, and include the black iron swivel nut model no. 001-41-166-00. The index assembly type shall be the odometer type reading plastic with drains, clear polycarbonate index box and the kit part no. 001-63-656-50; consisting of Rockseal plug, seal cup, seal spacer and mounting screws. Meter is to be die-cast aluminum alloy to provide corrosion protection with minimum weight. All residential meter will be installed according to the Owner's design and specification; all meters must be soap tested at all fittings, and any leak detected will be immediately repaired.

##### **4.03.02 Commercial Standard Gas Meters**

The Owner shall provide (unless otherwise specified) and maintain commercial American Meters - intermediate and large capacity diaphragm gas meters numbers: 415, 750, 1000, 1600, 3000, 5000 or 10,000. The Invensys gas meter shall be temperature compensated for natural gas with specific gravity of .60. The maximum cubic feet/ hour (SCHF) demand shall be determined for each project. The meter ferrule size shall be 45 Lt. The pressure on the meter shall be limited to 67% of the manufacture's shell test pressure as published according the Pipeline Safety and Regulation. The indexes shall be standard direct reading plastic

for the smaller meters, or brass for the 750s through 10,000. The index cover box shall be clear lexan UV stabilized clear poly-carbon Rockseal.

The Contractor at his expense shall install the meter assembly as delineated by the Owner's specifications and designs. Upon completion of constructing the meter loop, all fittings must be soap-tested, and any leaks shall be immediately repaired.

#### **4.03.03 Gas Service Regulators**

All gas service regulators shall be supplied and maintained by the Owner, unless other arrangements are specified. Smaller service regulators are to be American 1800 B-2 1" x 1" pipe size, straight through body, diaphragm type assembly with internal relief valve (IRV). The blue spring ranges part No. 143-08-021-01 with 3/16" orifice size having a maximum inlet pressure of 100 psi and an outlet pressure range of 5" to 8 1/2" water column. The manufacture shall be Invensys, Equimeter, or equal as approved by Owner.

Each regulator must be installed so as to minimize anticipated stresses upon the connecting piping and regulator. All nipples shall be Schedule 40. Connections may not be made to, or used with easily damaged material when installing the meters or regulators.

Regulators must be rain and insect resistance, and be located at a place where gas from the vent can escape freely into the atmosphere and away from any opening into the building, and must be protected from damage.

For all meters assemblies sizes 3000 and above, overpressure protection shall be designed to protect the customer's piping system. This overpressure protection device may be a relief valve, monitor regulator, shut-off device, or any similar device approved by the owner.

#### **4.04 Gas Meter Loop Requirements**

Vents, windows that open, doors, or other openings into the building; or electric equipment and meters, or any heat generating device shall not be allowed either over or within 36" of the gas meter loop. Also the meter shall not be installed within 36" of the end of a building unless specifically exempted by the utility. There must be approximately 4" between ground level and the bottom of the meter.

All gas stub-outs are to be 1" NPT and extended 8" out from the exterior wall of the building and be at a minimum of 20" from finish grade ground level. Gas stub outs are to be capped or taped to protect threads.

##### **4.04.01 Gas Meter Activation**

*Letter of Certification:* The scheduling for activating the meter will be

initiated upon the receipt of “Letter of Certification”. This certification must include a copy of the Plumber License Contract Number and a written affidavit showing the results of the house piping tests according to the National Plumbing Code identifying the house or houses that were tested, with dates, time duration, and testing pressure.

*Load and Pressure:* Load and inlet pressures must correspond with all planning documents. Any changes will need to be approved by Frontier Gas.

*Activating Gas Meter:* Once all required documents are received, the Owner will schedule the activation of the gas meter with the customer or Contractor. The customer must arrange to have a representative or plumber present when the gas is activated. The Utility will supply the required pressure as accurately as possible down stream of the gas meter under peak load. Once the deliverable pressure is set, for the 3000 and above meters, the relief valve also shall be set. The multiplier check sheet, any variation in delivery pressure (from a 7” WC), the safety inspection report sheet, and all other required customer information shall be forward to the respective District for billing purposes.

*Gas Meter Fencing:* All 3000 and above gas meter shall be fenced. If the customer constructs a retaining wall, the utility may wave the requirement for fencing. The six-foot chain link fence will be sized according to the Meter Loop length, and the fencing or retaining wall shall have a minimum four-foot clearance around the meter and appurtenances. As part of the fencing, the utility will require either one or two gates – or a double gate – depending on the size and location of the meter.

*Gas Meter Guard Rail:* Four-inch guardrails will be installed in heavily traffic areas as determined by the utility.

#### **4.05 Gas Regulator Station**

Owner shall supply the gas regulators, unless other arrangements are specified. Regulators for city gate and farm taps will be determined for each installation. The regulators shall be Fisher 627 Series as shown on the drawings developed by the utility. Contractor shall install as specified by Gas Utility’s specification and designs.

EXHIBIT A

GAS LINE PRESSURE TEST CERTIFICATION

PROJECT NAME AND NUMBER: \_

GENERAL LOCATION OF LINE TESTED: \_\_\_\_\_  
(Town/State)

DATE TEST WAS CONDUCTED:

TEST INSTRUMENT USED: (Serial number may be assigned by NTUA personnel)  
(√ - type of instrument used and fill in information)

	Type	Manufacturer	Model/Serial number
	1. Gauges		
	2. Chart Recorder		
	3. Dead Weight		

PRESSURE TEST RESULTS

Size of Pipe	Type of Pipe	Length of Pipe	Pounds Tested At	Duration Time	Results Pass / Fail

REMARKS:

THE ABOVE TEST INFORMATION IS HEREBY CERTIFIED BY:

NAME (Print): TITLE:

SIGNATURE: DATE:

COMPANY:

ADDRESS:

WITNESS:

CERTIFICATION RECEIVED BY: \_ON:

# Standard Water Bid Item Descriptions

**W AIR RELEASE VALVE** This bid item description shall apply to all air release valve installations of every size except those defined as “Special”. This item shall include the air release valve, main to valve connecting line or piping, manhole, vault, structure, access casting or doors, tapping the main, labor, equipment, excavation, proper backfill and restoration required to install the air release valve at the location shown on the plans or as directed in accordance with the specifications and standard drawings complete and ready for use. All air release/vacuum valves on a project shall be paid under one bid item regardless of size. No separate pay items will be established for size variations. Only in the case of the uniqueness of a particular air release valve would a separate bid item be established. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TECHNICAL SPECIFICATIONS**

**US 460 WATERLINE RELOCATION**

**KYTC ITEM No. 10-8901.00**

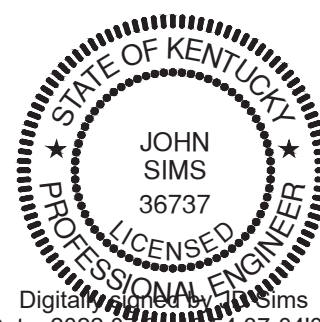
**MAGOFFIN COUNTY WATER DISTRICT**  
**870 PARKWAY DRIVE**  
**SALYERSVILLE, KENTUCKY 41465**

*Prepared By:*

**Kenvirons, Inc.**  
**770 WILKINSON BOULEVARD**  
**FRANKFORT, KENTUCKY 40601**

**PROJECT No. 2022102**

**JULY 2022**



Digitally signed by John Sims  
Date: 2022.07.21 16:54:37-04'00'

TECHNICAL SPECIFICATIONS

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## **SECTION 01001**

### **GENERAL SPECIFICATIONS**

#### **1.0 DESCRIPTION OF THE WORK AND DESIGNATION OF OWNER**

These Specifications and accompanying Drawings describe the work to be done and the materials to be furnished for the construction of the project entitled US 460 Waterline Relocation; KYTC Item No. 10-8901.00.

All references to the Owner in these Specifications, Contract Documents and plans shall mean the Magoffin County Water District.

#### **2.0 AVAILABLE FUNDS**

The attention of all Bidders is directed to the fact that funds will be made available for the award of the contract through local funding.

#### **3.0 TIME OF COMPLETION**

The time allowed for the completion of this contract is ten (10) calendar days. The time allowed for completion shall begin at midnight, local time, on the date which the Owner, or his authorized representative, the Engineer, shall instruct the Contractor in writing to start work, but no later than 10 days after Notice to Proceed.

Additional time will be allowed the Contractor to cover approved over-runs or additions to the contract in the same proportion that the said over-run or addition in net monetary value bears to the original amount; the total of said additional time to be computed to the nearest whole calendar day.

#### **4.0 LIQUIDATED DAMAGES**

It is understood that time is the essence of this contract and that the Owner will sustain damages, monetary and otherwise, in the event of delay in completion of the work hereby contracted.

Therefore, if the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part of the consideration for the awarding of these contracts, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

Liquidated damages are fixed at \$1,000 per calendar day of over-run beyond the date set for completion or authorized extension thereof.

## **5.0 INSURANCE**

See Section 00800, Supplementary Conditions SC-5.04 for the minimum amounts of insurance coverage to be furnished under these contracts.

## **6.0 PERFORMANCE AND PAYMENT BOND**

The Contractor shall furnish separate performance and payment bonds issued by an approved bonding company in an amount at least equal to one hundred percent (100%) of the contract price, as security for the faithful performance of this contract and for the payment of persons performing labor and furnishing materials in connection with this contract. These bonds shall be executed by a company authorized to do business in the State of Kentucky and shall be signed or countersigned by a Kentucky resident agent. Bonds shall remain in effect for one year after date of final acceptance of the work.

## **7.0 SITE DIMENSIONS**

All Contractors furnishing materials and equipment for this contract shall obtain exact dimensions at the site. Scale or figure dimensions on the drawings and details show the correct size under ideal conditions and shall not, under any circumstances, be so construed as to relieve the Contractor from responsibility for taking measurements at the site and furnishing materials or equipment of the correct size.

## **8.0 DAMAGE TO EQUIPMENT STORED AND/OR IN PLACE PRIOR TO INITIAL OPERATION**

Any equipment damaged or which has been subjected to possible damage by reason of inundation, improper storage and/or protection during the construction period of project, shall be handled only as follows:

- a) Be replaced with new equipment.
- b) With approval of the Engineer, be returned to the manufacturer of the equipment, or his authorized repair agency, for inspection and

repair provided, however, that such repair after inspection will place the equipment in new condition, and restore the manufacturer's guarantee the same as for new equipment.

## **9.0 SALVAGED MATERIALS AND EQUIPMENT**

All materials and/or equipment to be removed from existing structures and not specifically specified to be re-used shall remain the property of the Owner. Such materials and/or equipment shall be stored on sites by the Contractor as directed by the Owner.

The use of second hand and/or salvaged materials will not be permitted, unless specifically provided for in the detailed specifications. Materials and equipment shall be new when turned over to the Owner.

## **10.0 TEMPORARY FACILITIES**

- a) Construction yard shall be located on job site. Provide security and safety protection.
- b) The obtaining of all utilities for construction, including power and water, shall be the responsibility of the Contractor, and he shall bear the cost of all utilities used for construction. Cost of all connections and facilities for use of utilities shall be borne by the Contractor.
- c) Each Contractor shall construct and maintain, in a sanitary condition, sanitary facilities for his employees and also employees of his subcontractors. At completion of the contract work these sanitary facilities shall be properly disposed of as directed by the Engineer.
- d) Temporary construction for safety measures, hoists and scaffolds shall be erected in accordance with the General Conditions.
- e) The obtaining of all utilities for construction, including power and water, shall be the responsibility of the Contractor, and he shall bear the cost of all utilities used for construction. Cost of all connections and facilities for use of utilities shall be borne by the Contractor.

## **11.0 PROPERTY PROTECTION**

Care is to be exercised by the Contractor in all phases of construction to prevent damage and injury to the Owner's or other property.

In connection with work performed on "private property" (property other than that belonging to the Owner), the Contractor shall confine his equipment, the storage of materials, and the operation of his workmen to the limits indicated on the

plans, or to lands and right-of-way provided for the project by the Owner, and shall take every precaution to avoid damage to the private property Owner's buildings, grounds and facilities.

Fences, hedges, shrubs, etc. within the construction limits shall be carefully removed, preserved, and replaced when the construction is completed. Where ditches or excavations cross lawns, the sod shall be removed carefully and replaced when the backfilling has been completed. If sod is damaged or not handled properly, it shall be replaced with new sod equal to existing sod at the Contractor's expense. Grassed areas, other than lawns, shall be graded, fertilized and seeded when construction is completed. When construction is completed the private property Owner's facilities and grounds shall be restored to as good or better condition than found as quickly as possible at the Contractor's expense.

## **12.0 CONFLICT WITH OR DAMAGE TO EXISTING UTILITIES AND FACILITIES**

Insofar as location data is available to the Engineers, existing underground utilities (such as waterlines, sewer lines, gas lines, telephone conduits, etc.) are accurately located on the drawings. Due, however, to the approximate nature of much of this data, the location of any particular facility cannot be certified to be correct. In general, locations and elevations shown are approximate only.

Before proceeding with the work, the Contractor shall confer with all public or private companies, agencies, or departments that own and operate utilities in the vicinity of the construction work. The purpose of the conference is to verify the location of, and possible interference with, the existing utilities that are shown on the Plans, arrange for necessary suspension of service, and make arrangements to locate and avoid interference with all utilities that are not shown on the Plans.

## **13.0 CONTROL OF EROSION**

The Contractor shall be responsible for control of siltation and erosion from the project work. Control shall include all necessary ditching, check dams, mulching, etc. to prevent deposition of materials in roadside ditches. The Owner shall incur no extra costs from such work.

## **14.0 MEASUREMENT AND PAYMENT**

### **14.1 MEASUREMENT OF QUANTITIES**

All Work completed under the Agreement will be measured by the Engineer according to United States standard measure.

14.1.1 Unless otherwise specified, measurement of concrete quantities will include only that volume within the neat lines as shown on the Plans or as altered

by the Engineer to fit field conditions. The prismoidal formula will be used in computing the volumes of structures, or portions of structures, having end sections of unequal areas.

14.1.2 All items which are measured by the linear foot, such as pipe, will be measured along the centerline distance of the installed item with no allowance for connections, fittings or laps at connections.

14.1.3 In computing volumes of excavation, borrow and embankments, the average end-area method will be used. For the purpose of ascertaining quantities, it is agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of areas.

#### 14.2 LUMP SUM

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

#### 14.3 PLAN QUANTITIES

When the plan quantities for a specific portion of the Work are designated as the pay quantities in the Contract Documents, they shall be the final quantities for which payment for such specific portion of the Work will be made, unless the dimensions of said portions of the Work shown on the plans are revised by the Engineer. When revised dimensions result in an increase or decrease in the quantities of such Work, the final quantities for payment will be revised in the amount represented by the authorized changes in dimensions.

#### 14.4 ACTUAL QUANTITIES

When actual quantities for a specific portion of the Work are designated as the pay quantities in the Contract Documents, they shall be the final quantities for which payment for such specific portion of the Work will be made. The actual quantities will be determined by the difference in field measurements and cross sections before and after construction.

#### 14.5 SCOPE OF PAYMENT

The contract unit prices whether based on lump sum, plan quantities or actual quantities for the various bid items of the Contract Documents shall be considered full compensation for all labor, materials, supplies, equipment, tools, and all things of whatever nature required for the complete incorporation of the item into the Work the same as though the items were to read "in Plan" unless the Contract Documents provide otherwise.

## 14.6 PAYMENTS

Estimates for payment, partial payments and final payments shall be in accordance with and follow procedures set forth in the General Conditions and Supplementary Conditions.

## 15.0 **ACCESS ROADS**

15.1 The Contractor, Contractor's employees and all trucks delivering equipment, supplies or materials to the project shall use the access roads shown in the Plans for entering and leaving the project sites.

## 16.0 **TESTING LABORATORY SERVICES**

### 16.1 GENERAL

16.1.1 Work Included. From time to time during progress of the Work, the Owner may require that testing be performed to determine that materials provided for the Work meet the specified requirements; such testing includes, but is not necessarily limited to:

- 1) Material Compaction
- 2) Cast-In-Place Concrete

16.1.2 Related Work Described Elsewhere. Requirements for testing may be described in various Sections of these Specifications; where no testing requirements are described, but the Owner decides that testing is required, the Owner may require testing to be performed under current pertinent standards for testing.

16.1.3 Selection of Testing Laboratory. The Owner will select a testing laboratory.

16.1.4 Codes and Standards. Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

16.1.5 Product Handling. The Contractor shall promptly process and distribute all required copies of test reports for which he is responsible and related instructions to ensure all necessary retesting and/or replacement of materials with the least possible delay in progress of the Work.

### 16.2 PAYMENT FOR TESTING SERVICES

16.2.1 Initial Services. The Contractor will pay for all initial testing services required by the Owner.

16.2.2 Retesting. When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting made necessary by the non-compliance shall be performed by a testing laboratory selected by the Contractor and approved by the Engineer and the costs thereof will be paid directly by the Contractor.

16.2.3 Contractor's Convenience Testing. Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

### 16.3 EXECUTION

16.3.1 Cooperation with Testing Laboratory. Representatives of the testing laboratory shall have access to the Work at all times. The Contractor shall provide facilities for such access in order that the laboratory may properly perform its functions.

#### 16.3.2 SCHEDULES FOR TESTING

16.3.2.1 Establishing Schedule. By advance discussion with the testing laboratory selected by the Owner, the Contractor shall allow for the time required for the laboratory to perform its tests and to issue each of its findings. The Contractor shall allow for this time within the construction schedule.

16.3.2.2 Revising Schedule. When changes of construction schedule are necessary during construction, the Contractor shall coordinate all such changes of schedule with the testing laboratory as required.

16.3.2.3 Adherence to Schedule. When the testing laboratory is ready to test according to the determined schedule but is prevented from testing or taking specimens due to incompleteness of the Work, all extra costs for testing attributed to the delay may be back-charged to the Contractor and shall not be borne by the Owner.

16.3.3 Taking Specimens. All specimens and samples for testing, unless otherwise provided in these Contract Documents, will be taken by the testing laboratory; all sampling equipment and personnel will be provided by the testing laboratory; and all deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

## **17.0 SUBMITTALS AND SUBSTITUTIONS**

### **17.1 GENERAL**

17.1.1 Work Included. Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards. To insure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal of design data and for its review and approval or rejection by the Engineer.

#### **17.1.2 RELATED WORK DESCRIBED ELSEWHERE.**

17.1.2.1 Contractual requirements for submittals are described in the General Conditions and Supplementary Conditions. Contractor shall provide six copies of each submittal for approval by the Engineer.

17.1.2.2 Individual submittals required are described in the pertinent sections of these Specifications.

### **17.2 SUBSTITUTIONS**

17.2.1 Engineer's Approval Required. The Agreement is based on the materials, equipment, and methods described in the Contract Documents. The Engineer will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Engineer to evaluate the proposed substitution. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this Work by the Engineer.

17.2.2 "Or Equal". Where the phrase "or equal" occurs in the Contract Documents, do not assume that material, equipment, or methods will be approved as equal by the Engineer unless the item has been specifically approved for this Work. The decision of the Engineer shall be final.

17.2.3 Availability of Specified Items. The Contractor shall verify prior to bidding that all specified items will be available in time for installation during orderly and timely progress of the Work. In the event the specified item or items will not be so available, the Contractor shall notify the Engineer prior to receipt of Bids.

### **17.3 IDENTIFICATION OF SUBMITTALS**

The Contractor shall completely identify each submittal and resubmittal by showing at least the following information:

- 1) Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
- 2) Name of project as it appears in these Specifications.
- 3) Drawing number and Specifications Section number to which the submittal applies.
- 4) Whether this is an original submittal or resubmittal.

#### 17.4 COORDINATION OF SUBMITTALS

17.4.1 General. Prior to submittal for Engineer's review, the Contractor shall use all means necessary to fully coordinate all material, including the following procedures:

- 1) Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
- 2) Coordinate as required with all trades and with all public agencies involved.
- 3) Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
- 4) Clearly indicate all deviations from the Contract Documents.

17.4.2 Grouping of Submittals. Unless otherwise specifically permitted by the Engineer, the Contractor shall make all submittals in groups containing all associated items; the Engineer may reject partial submittals as not complying with the provisions of the Contract Documents. The Contractor shall submit all submittals to Engineer in digital PDF format.

#### 17.5 TIMING OF SUBMITTALS

The Contractor shall make all submittals far enough in advance of schedule dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery. In scheduling, allow at least five full working days for the Engineer's review following his receipt of the submittal.

## **18.0 INSTALLATION REQUIREMENTS**

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers, unless otherwise specified.

## **19.0 PROOF OF COMPLIANCE**

Whenever the Contract Documents require that a product be in accordance with Federal specification, ASTM designation, ANSI specification, or other association standard, the Contractor shall present an affidavit from the manufacturer certifying that the product complies therewith. Where requested or specified, the Contractor shall submit supporting test data to substantiate compliance.

## **20.0 PROJECT RECORD DOCUMENTS**

20.1 As the Work progress, the Contractor shall keep a complete and accurate record of changes or deviations from the Contract Documents and the Shop Drawings, indicating the Work as actually installed. Changes shall be neatly and correctly shown on the respective portion of the affected document, using blackline prints of the Drawings affected, or the Specifications, with appropriate supplementary notes. This record set of Drawings, Shop Drawings, and Specifications shall be kept at the job site for inspection by the Engineer.

20.2 The records above shall be arranged in order, in accordance with the various sections of the Specifications, and properly indexed. Prior to application for final payment, and as a condition to its approval by the Engineer, deliver the record Drawings and Specifications, arranged in proper order, indexed, and endorsed as hereinbefore specified.

20.3 No review or receipt of such records by the Engineer or Owner shall be a waiver of any deviation from the Contract Documents or the Shop Drawings or in any way relieve the Contractor from his responsibility to perform the Work in accordance with the Contract Documents and the Shop Drawings to the extent they are in accordance with the Contract Documents.

## **21.0 PROJECT MEETINGS**

The Contractor's Superintendent for the Work shall attend project meetings as required by either the Owner or Engineer.

## **22.0 VIDEO TAPE**

The Contractor, before proceeding with any work, shall make or have made a video of all areas where work is to be performed and a copy of this video shall be

furnished to the Engineer to review for completeness. This video shall be utilized as backup and reference for claims and cleanup.

### **23.0 DAILY REPORTS**

The project inspector, as designated by the Owner and/or Engineer, will keep a daily record of materials installed. This daily report will be used by the Owner and the Engineer to determine the payments due to the Contractor. The Contractor shall sign the inspector's daily report each day. Should the contractor disagree with the inspector's report, the differences shall be resolved before the end of the next day, with the Contractor signing the daily report.

### **24.0 FINAL ADJUSTMENT OF QUANTITIES**

Upon completion of the project, a final adjusting change order will be written to reconcile the differences between the bid quantities and the actual quantities installed. This final adjusting change order will be determined based on the inspector's daily reports.

**END OF SECTION 01001**

## **SECTION 01002**

### **SPECIAL CONSTRUCTION CONSIDERATIONS**

#### **1.0 CONSTRUCTION EXPERIENCE**

The Contractor must have water main installation experience; no drainage or sewer work will be accepted. The Contractor shall have experience with pressurized water main systems, complete with filling, flushing, pressure testing and de-chlorinating. Experience must also include installing fire hydrants, valves, fittings, etc.

#### **2.0 CONSTRUCTION SEQUENCE**

It shall be the sole responsibility of the Contractor to plan and implement construction sequences as established by the Owner, to follow the Plans and Specifications and to protect any portions of the Work already completed.

The Owner shall control the sequence of construction due to the potential for service outages. The waterline shall be fully operational and in service before moving to next location. Any and all tie-in connections proposed by the Contractor shall be confirmed with the Owner before ordering material. All paved driveways shall be free bored unless conditions are such that free bore is not an option.

#### **3.0 CLEAN-UP**

The work will not be considered as complete, and final payment will not be made, until all areas in connection with the Work have been cleared of all rubbish, equipment, excess materials and temporary structures.

#### **4.0 SECURITY BY CONTRACTOR**

In addition to the other provisions of the Contract Documents, the Contractor shall be responsible for providing security as he deems necessary for his work areas, storage areas, office areas, equipment, and any other item or area that he is using. The Owner will not be responsible for any damages due to insufficient site security.

#### **5.0 BID SCHEDULE QUANTITIES**

The material quantities shown in the bid schedule are not guaranteed and should not be used indiscriminately when ordering materials. The Contractor shall be responsible for ordering material quantities necessary for installation to the limits as shown on the drawings unless otherwise instructed. Any leftover quantities

shall be the property of the Contractor unless other arrangements are made. The Owner shall not be responsible for re-stocking or other charges associated with left-over materials or increased costs associated with increases in price for materials needed to complete the project as shown on the drawings.

**END OF SECTION 01002**

## SECTION 15100

### WATER LINES

#### 1.0 GENERAL

The Contractor shall furnish all labor, materials and equipment to install the water lines as shown on the plans and as specified herein. The complete and operable waterline relocation project shall have a one year warranty that begins when the new waterline and all appurtenances are being used for their intended purpose.

The water lines may either be pressure-rated plastic pipe (PVC), C-900 plastic pipe (C-900) or ductile iron (DI), all as specified hereinafter. The bid documents and plans shall show the amounts of each type and class of pipe to be provided by the Contractor.

The Owner will obtain all rights-of-way for operations through private property. It will also secure building permits and the permits for all pipe laid in highway rights-of-way. Any charges for inspections or other fees required will be the responsibility of the Contractor since the amounts of these are dependent upon the operation of the Contractor.

#### 1.1 DEPARTMENT OF TRANSPORTATION BONDING

The Kentucky Department of Transportation will require that the Owner post a bond for all work accomplished on their right-of-way. Each contract on which work is to be performed will be a separate application and will require a separate bond. Each permit will have conditions attached and these conditions will vary depending on the area where work is to be performed. In areas where traffic control may pose a problem, working hours may be limited. A copy of the encroachment permit will be provided to the Contractor. The Contractor will be responsible for knowledge of the permit's content and conditions in order that the construction may be accomplished in accordance with the specified requirements.

Should any additional bonds or requirements be imposed by the Kentucky Department of Transportation, the Owner shall also be responsible for the bonding of the additional requirements.

#### 2.0 PIPE AND FITTINGS

#### 2.1 POLYVINYL CHLORIDE RIGID PIPE AND FITTINGS

This specification covers rigid, pressure-rated, polyvinyl chloride pipe and fittings, hereinafter called PVC pipe and PVC fittings, for sizes 1/2 inch through 12-inch. Pipe shall be as manufactured by North American, Diamond, J-M or approved equal.

**2.1.1 PVC Pipe.** PVC pipe shall be extruded from Type 1, Grade 1, polyvinyl chloride material with a hydrostatic design stress of 2,000 psi for water at 73.4°F, designated as PVC 1120, meeting ASTM Specifications D-1784 for material and D- 2241 for pipe, latest revisions. Pipe shall also meet all applicable provisions of the Product Standards and shall bear the National Sanitation Foundation (NSF) seal of approval in compliance with NSF Standard No. 14. PVC pipe having a maximum hydrostatic working pressure of 160 psi (SDR26), 200 psi (SDR21), 250 psi (SDR17), or 315 psi (SDR13.5) shall be used as shown in the Bid Documents and Plans.

Samples of pipe and physical and chemical data sheets shall be submitted to the Engineer for review and determination of compliance with these specifications before pipe is delivered to job. The pipe shall be homogeneous throughout and free from cracks, holes, foreign inclusions or other defects.

The workmanship, pipe dimensions and tolerances, outside diameters, wall thickness, eccentricity, sustained pressures (ASTM D-1598), burst pressures (ASTM D-1599), flattening, extrusion quality (ASTM D-2152), marking and all other requirements of the Product Standard PS 22-70 shall be with in all respects. No pipe, 2 inches in diameter or larger, with a wall thickness less than 0.090 inches may be used.

Pipe shall be furnished in 20 feet or 40 feet lengths. The pipe shall be bell on one end. Male ends of pipe must be beveled on the outside. Pipe shall have a ring painted around the male end or ends in such a manner as to allow field checking of setting depth of pipe in the socket. This requirement is made to assist construction superintendents and inspectors in visual inspection of pipe installation.

Pipe must be delivered to job site by means which will adequately support it, and not subject it to undue stresses. In particular, the load shall be so supported that the bottom rows of pipe are not damaged by crushing. Pipe shall be unloaded carefully and strung or stored as close to the final point of placement as is practical. Pipe must not be exposed to the direct rays of the sun for an extended period of time. If pipe is not to be installed shortly after delivery to the job site, it must be stored in a shaded location and strung as needed.

**2.1.2 PVC Pipe Jointing.** Pipe shall be joined with slip-type joints with rubber gaskets. Pipes with bells shall have all parts of the bell, including the gasket groove, made from the same extruded piece, integral with the pipe, and shall be thickened to meet standard dimension ratios of wall thickness to outside diameter. This manufacturing procedure shall be the normal practice of the pipe manufacturer and proven by past performance of pipe in service. The gasket groove shall be constructed such that gasket rollout will not occur. Rubber gasketing shall conform to ASTM 3139.

The pipe manufacturer shall have an experienced representative on the job for a minimum of one day at the commencement of joining and laying operations.

Joint lubricant shall be of a type recommended by the manufacturer for their pipe subject to the Engineer's approval. Lubricant shall be water soluble, non-toxic and have no objectionable properties.

**2.1.3 PVC Couplings.** Where PVC couplings are used, they shall be of the same material as the pipe and may be of the molded, or extruded type. PVC couplings shall have a minimum rating of 200 psi for continuous operation at 73.4°F.

**2.1.4 Fittings.** Ductile iron mechanical restrained joint type fittings with appropriate adaptors as manufactured by Romac or approved equal, shall be used with PVC pipe. All such fittings shall be approved by the pipe manufacturer, and complete data sent to the Engineer, including the manufacturer's approval, for review. Fittings shall comply with AWWA C-110 or C-153 and shall be manufactured for the size and pressure class of the line on which they are used. Use of transition gaskets will not be allowed unless specifically approved by the pipe manufacturer. Coatings and lining shall be in accordance with 2.3.7.F of this section of the Specifications.

**2.1.5 Service Connections.** All service connections on PVC lines shall be made by means of tees, factory tapped couplings, or bronze service clamps manufactured specifically for use with PVC pipe as manufactured by Ford or approved equal. Whenever possible, corporation stops shall be installed in plastic lines before conducting hydrostatic tests.

## **2.2 C-900 POLYVINYL CHLORIDE (C-900) PRESSURE PIPE**

This specification covers the requirements for AWWA approved Polyvinyl Chloride Pressure Pipe for water supply and distribution systems.

**2.2.1 PVC Pipe—AWWA C-900 Standard.** C-900 pipe shall meet the requirements of latest revision, "Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4" through 12" for water" and shall be furnished in cast-iron pipe equivalent outside diameters with rubber-gasketed separate couplings. Pipe shall be as manufactured by Certainteed or approved equal.

C-900 pipe and couplings shall be made from Class 12454-A or Class 12454-B virgin compounds as defined in ASTM D-1784. The standard code designation shall be PVC 1120. The PVC compounds shall be tested and certified as suitable for potable water products by the NSF Testing Laboratory and shall carry the NSF approval marking.

Solvent-cement couplings or joints shall not be used. PVC joints using elastomeric gaskets shall be tested as assembled joints and shall meet the laboratory performance requirements specified in ASTM D-3139.

Pipe and couplings shall be pressure Class 100, DR 25 (Dimension Ratio), pressure Class 150, DR 18, or pressure Class 200, DR 14 as shown on the plans or the bid form.

Pipe and couplings shall be marked as follows:

- a. Nominal size and OD base.
- b. Material code designation (PVC 1120).
- c. Dimension ratio number.
- d. AWWA pressure class.
- e. AWWA designation number (AWWA C900).
- f. Manufacturers name or trademark and production record code.
- g. Seal of the NSF Laboratory.

Pipe and couplings shall meet or exceed the following test requirements:

<u>Sustained Pressure</u>	-	<u>ASTM D-1598 (1000 Hrs.)</u>
<u>DR</u>		<u>Sustained Pressure</u>
14		650 psi
18		500
25		350

<u>Burst Pressure</u>	-	<u>ASTM D-1599 (60-70 seconds)</u>
<u>DR</u>		<u>Minimum Burst Pressure</u>
14		985
18		755
25		535

Hydrostatic Integrity - Each standard and random length of pipe shall be proof-tested at four times its rated class pressure for a minimum of 5 seconds. Bells or couplings shall be tested with pipe.

Flattening - The pipe shall not split, crack, or break when tested by the parallel-plato method as specified by ASTM D- 2241.

Extrusion quality - The pipe shall not flake or disintegrate when tested by the acetone-immersion method as specified in ASTM D-2241.

Standard length - Pipe shall be furnished in standard laying lengths of 20 ft. ± 1 in. A maximum of 15 percent of each pipe size may be furnished in random lengths of not less than 10 ft. each.

2.2.2 C-900 Pipe Jointing. Pipe shall be joined with slip-type joints with rubber gaskets. Manufacturing and installation procedures shall be as recommended by the manufacturer and as described for PVC pipe in Section 2.1.2 of this specification.

**2.2.3 Fittings.** Ductile iron mechanical restrained joint type fittings with appropriate adaptors as manufactured by Romac or approved equal, shall be used with PVC pipe. All such fittings shall be approved by the pipe manufacturer, and complete data sent to the Engineer, including the manufacturer's approval, for review. Fittings shall comply with AWWA C-110 or C-153 and shall be manufactured for the size and pressure class of the line on which they are used. Use of transition gaskets will not be allowed unless specifically approved by the pipe manufacturer. Coatings and lining shall be in accordance with 2.3.7.F of this section of the Specifications.

**2.2.4 Service Connections.** Service connections shall be made by means of bronze service clamps manufactured specifically for use with C-900 PVC pipe. Clamps shall be Mueller Catalog No. H-161 or approved equal.

**2.2.5 Underground Marking for PVC Pipe.** Underground marking for PVC pipe shall be both of the following types. The type required for this project is specified in the notes on the Drawings.

**2.2.5.1 Underground Marking Wire.** At all locations where PVC pipe is utilized, a detectable underground marking wire shall be placed in the trench as shown on the miscellaneous drawings. The wire used shall be No. 12 insulated copper wire. Copper split bolt screw connectors shall be used for splice connections, see miscellaneous drawings. Extreme care shall be exercised in connecting and taping splices and joints to assure continuity. At each valve box the wire shall be looped to the surface extending 12-inches above the concrete valve box pad (see Standard Drawing for valve). When the entire project or pipeline segment is complete, including meter installation and leak repairs, the locating wire system shall be checked for continuity.

**2.2.5.2 Underground Marking Tape.** At all locations where PVC pipe is utilized, a detectable underground marking tape shall be placed in the trench approximately twelve inches below the finished grade. The tape used shall be mylar encased aluminum foil with the printing "CAUTION - Buried Water Line Below". Printing shall be readable through the clear mylar and surface printing is not acceptable. Tape size shall be 2 inch width as provided by Lifeguard, Inc. or approved equal. Color of the tape shall be blue.

## **2.3 DUCTILE IRON PIPE**

These specifications cover ductile iron pipe (3-inch diameter and greater) to be used in water transmission systems with mechanical joints, rubber ring slip type joints or flanged joints.

**2.3.1 General.** Ductile iron pipe shall be designed in accordance with AWWA H3 (ASA A21.50) and for pressures and conditions as stated in these specifications or called for on the plans. Ductile iron pipe shall conform to AWWA C-151 (ASA A21.51.).

2.3.2 Minimum Nominal Thickness. The specified thickness will be determined for the given internal and external loading requirements in accordance with ASA A21.50. The class of pipe, wall thickness, and coatings required will be shown on the plans or the bid form for all ductile iron pipe installation.

2.3.3 River Crossing Pipe. River crossing pipe shall be ductile iron, Flex-Lok as manufactured by the American Cast Iron Pipe company or equal conforming to the appropriate requirements of ANSI/AWWA C150/A21.50 and ANSI/AWWA C151/A21.5 with a thickness class of 54.

2.3.4 Lengths. Pipe may be furnished in 12, 16, 16 1/2, 18 or 20 feet nominal laying lengths.

2.3.5 Tests. Hydrostatic and acceptance tests shall be in accordance with AWWA Specification C-106 for "Cast Iron Pipe Centrifugally Cast In Metal Molds" or C-108 for sand molds. The Engineer shall be provided with five (5) copies of each of the following tests for each contract involved:

- a. Talbot strip test.
- b. Ring and full length bursting tests.
- c. Chemical analysis of pipe.
- d. Certification that pipe was hydrostatically tested.

Any pipe not meeting the AWWA Specifications quoted above shall be rejected in accordance with the procedure outlined in the particular specifications.

2.3.6 Marking. The net weight, class or nominal thickness and sampling period shall be marked on each pipe.

2.3.7 Pipe Joints for Ductile Iron Pipe. Pipe joints shall be mechanical joint, rubber ring slip joint, flanged, or locked mechanical joint as shown on the plans.

A. Mechanical Joint

Mechanical joints are to be furnished according to AWWA Specifications C-111. All pipe joints must be furnished complete with all accessories. Mechanical joint bolts and nuts shall be of alloy cast iron or alloy steel (Corten type such as U.S. Alloy) or approved equal. Rubber gaskets shall be made of plain first grade rubber, free of imperfections and porosity. Hardness shall be 70 to 75 durometers.

B. Rubber Ring Slip Joint

Rubber ring slip joint shall be equal to AWWA C-111-64 or latest revision. The joints shall be of the following materials:

- a. Rubber ring gasket compressed in groove in bell of pipe.

- b. Beveled spigot end of pipe for initial centering into rubber gasket in bell.

C. Locked Mechanical Joint

Locked mechanical joints shall be equal to Clow Corporation's "Locked Mechanical Joint".

D. Ductile Iron Flanged Pipe and Special Coupling

a. Flanged Pipe. All ductile iron flanged pipe shall have flanges faced and drilled, 125 pound in accordance with ASA A21.10 (AWWA C-110) unless otherwise specified on the Drawings. Flanges may be cast integrally with the pipe or they may be screwed on specially designed long hub flanges, refaced across both face of flange and end of pipe. Flanged pipe shall be in accordance with ASA A21.6 (AWWA C-106) Specifications, latest revision, and be the class called for on the plans or bid forms. Where plain ends of flanged and plain end pipe fit into mechanical joint bells, centrifugally cast pipe shall be used. Flanged pipe for water service shall be cement lined and bituminous coated the same as written herein for bell-joint pipe.

b. Special Coupling. Flexible couplings for flanged pipe shall be a mechanical joint cast to a special flanged joint using a neoprene O-ring in place of the usual 1/16 inch rubber ring gasket. The mechanical bell and special flanged joint piece shall be of high grade gray cast iron (ASTM A48-56, AWWA C-100-54T) with bolt circle, bolt size and spacing according to ASA Specifications. Mechanical joint follower flange shall be of ductile iron ASTM A399 or malleable iron ASTM A47, Grade 35018 or 32510, latest revision with high strength/weight ratio design.

Bolts shall be fine grained high tensile malleable iron with malleable iron hexagon nut. Stainless steel nuts shall be used in vaults and wet wells. Where pressures may exceed 20 pounds, anchor studs shall be included with spigots of pipes connected drilled to receive ends of studs.

- E. All items used for jointing pipe shall be furnished with the pipe and tested before shipment. The joints shall be made with tools and lubricant in strict conformity with the manufacturer's instructions. Three (3) copies of such instruction shall be delivered to the Engineer at start of construction.
- F. Coatings and Lining. All buried ductile iron pipe shall have manufacturer's outside coal tar or asphaltic base coating and a cement lining and bituminous seal coat on the inside. Cement mortar lining and a bituminous seal coat inside shall conform to ANSI A21.4 (AWWA C-104) latest revision.

All pipe and fittings housed and in vaults shall be lined and coated on the inside as specified herein for buried ductile iron pipe and fittings, but shall be left uncoated on the outside so that it may be painted without the use of tar stop.

- G. Fittings for Ductile Iron Pipe. Ductile iron mechanical, rubber ring slip and flanged joints shall conform to ASA Specifications A21.10 (AWWA C-110) for centrifugally cast iron water pipe. Mechanical joints shall also conform in all respects to ASA 21.11 (AWWA C-111). All fittings shall be manufactured for the size and pressure class of the pipeline in which they are to be used. Mechanical joint type fittings with appropriate adaptors as manufactured by Megalug or approved equal, shall be used. All fittings shall be furnished complete with all joint accessories. All ductile iron pipe fittings for water, sewer, air, gas and force main service shall be bituminous coated outside and lined on the inside same as the line on which they are installed.
- H. Underground Marking for Ductile Iron Pipe. Underground marking for Ductile Iron pipe shall be both of the following types. The type required for this project is specified in the notes on the Drawings.
- I. Underground Marking Wire. At all locations where Ductile Iron pipe is utilized, a detectable underground marking wire shall be placed in the trench as shown on the miscellaneous drawings. The wire used shall be No. 12 insulated copper wire. Copper split bolt screw connectors shall be used for splice connections, see miscellaneous drawings. Extreme care shall be exercised in connecting and taping splices and joints to assure continuity. At each valve box the wire shall be looped to the surface extending 12-inches above the concrete valve box pad (see Standard Drawing for valve). When the entire project or pipeline segment is complete, including meter installation and leak repairs, the locating wire system shall be checked for continuity.
- J. Underground Marking Tape. At all locations where Ductile Iron pipe is utilized, a detectable underground marking tape shall be placed in the trench approximately twelve inches below the finished grade. The tape used shall be mylar encased aluminum foil with the printing "CAUTION - Buried Water Line Below". Printing shall be readable through the clear mylar and surface printing is not acceptable. Tape size shall be 2 inch width as provided by Lifeguard, Inc. or approved equal. Color of the tape shall be blue.

## 2.4 POLYETHYLENE PIPE

This pipe is used primarily for stream crossings and other special applications in locations indicated on the DRAWINGS. The required pressure class shall be as shown on the DRAWINGS.

The pipe shall be PE 4710 high density, high molecular weight polyethylene pipe equal to DRISCOPLEX 1000 as manufactured by Phillips Driscopipe, Inc. The pipe shall meet or exceed the following specifications:

- a. ASTM 3350 having a cell classification of PE34534C
- b. ASTM F714 - Dimensions and Workmanship
- c. AWWA C901 - Potable Water Pipe
- d. ASTM D1248 - Type III, Class C, Category 5, Grade P34
- e. ASTM D3261 - Fittings Standard
- f. NSF - Listed, Standard #14

The pipe shall be joined by the butt fusion technique utilizing controlled temperatures and pressures to produce a fused, leak-free joint that has equal or greater strength than the pipe itself in both tension and hydrostatic loading. The joining system shall be equal to Phillips butt fusion joint system.

Transitions to the continuing pipeline shall be made with the appropriate fittings to maintain the integrity of the piping system as recommended by the pipe manufacturer.

Drawings showing details of the installation shall be submitted to the Engineer for approval prior to installation.

### **3.0 HAULING AND STORAGE**

The Contractor shall notify the Engineer when pipe will be received on the job so that proper arrangements may be made for inspecting the unloading and stringing, as well as inspecting and examining the pipe materials.

All pipe shall be covered with tarpaulin during hauling from the manufacturer to the job site. It is acceptable for the front end only to be covered. The intent is to prevent diesel exhaust residue from coating the pipe and/or contaminating the gaskets.

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

Valves, castings, fabricated metal, reinforcing steel, etc. shall be yarded or housed in some convenient location by the Contractor and delivered on the ground as required. All equipment and materials subject to damage from the

weather, dampness, changes in temperature, or exposure shall be protected by a dry, weatherproof enclosure until ready for installation or use. The cost of all hauling, handling, and storage shall be included in the prices bid for equipment and materials in place. The Owner takes no risk or responsibility for fire, flood, theft, or damage until after the final acceptance of the work.

#### **4.0 LINES AND GRADES**

The Contractor will be required to accomplish any detailed layout, including that required for establishing the grade of the pipeline.

#### **5.0 TRENCH EXCAVATION**

##### **5.1 GENERAL**

This section describes the acceptable methods of trenching for the installation of pressure pipe and casing pipe in an open trench.

Trenching may be accomplished by means of a backhoe, trenching machine or by hand depending on the construction area.

At the Contractor's option, trenching, by a trenching machine or by backhoe is acceptable except as noted below:

Where the pipeline is being constructed close to other utilities, structures, building, or large trees, and it is reasonable to anticipate possible damage from the use of a backhoe, then trenching shall be made by hand methods.

The Contractor shall include in his unit price bid, all trenching necessary for installation of all pipelines as planned and specified. Trenching shall include all clearing and grubbing, including all weeds, briars, small trees, stumps, etc. encountered in the trenching. The Contractor shall dispose of any such material by burning, burial, or hauling away (or as noted on the drawings), at no extra cost to the Owner. It shall be the Contractor's responsibility to notify the appropriate State and local Air Pollution Control agencies when he conducts open burning of refuse. Ornamental shrubs shall be removed, protected, and replanted. Trenching also includes such items as minor street, road, sidewalk, pipe and small creek crossings; cutting, moving or repairing damage to fences, poles, or gates and other surface structures regardless of whether shown on the plans.

The Contractor shall protect existing facilities against danger or damage while pipeline is being constructed and backfilled, or from damage due to settlement of this backfill. In case of damage to any existing structures, repair and restoration shall be made at once and backfill shall not be replaced until this is done. In all cases, restoration and repair shall be such that the damaged structures will be in as good condition and serve its purpose as completely as before and such restoration and repair shall be done without extra cost to the Owner. The use of trench-digging machinery will be permitted except where its operations will cause

damage to trees, buildings or existing structures above or below the ground. At such locations hand methods shall be employed to avoid such damage. All excavated material shall be piled in a manner that will not endanger the work and will avoid obstructing sidewalks and driveways. Gutters shall be kept clear or other satisfactory provisions made for street drainage.

All excavation shall be open trenches, except where the drawings call for tunneling, boring, or jacking under structures, railroads, sidewalks and roads. The construction procedure for these types of excavation is described elsewhere in these specifications.

All trench excavation shall be termed unclassified and costs shall be included in the unit price bid for the pipe.

## 5.2 CLEARING

The Contractor shall accomplish all clearing and/or grubbing as required for the construction under this contract. Clearing and grubbing shall include the cutting and removal of trees, stumps, brush, roots, logs, fences and other loose or projecting material and natural obstructions which, in the opinion of the Engineer, must be removed to properly prosecute the construction and operate the facilities upon completion of construction. Trees, unless designated otherwise on the plans, shall remain and be properly protected. Ornamental shrubs, plantings, fences, walls, etc. shall be removed and replanted or replaced or protected from the construction activity. Clearing and/or grubbing shall be incidental to the various bid items and no additional compensation will be paid for same.

## 5.3 TRENCH DEPTH

Trenches shall be excavated to the line and grade required for the installation of pipe at the elevations indicated on the plans. The minimum depth of cover shall be 30 inches above the top of the pipe, unless shown otherwise on the plans or on the Standard Details. When the pipe is laying in or on solid rock, the minimum depth of cover shall also be 30 inches above the top of the pipe. No additional compensation will be made for extra depth where required by the plans or due to Contractor error. Excavation, except as required for exploration, shall not begin until the proposed work has been staked out. Materials which are not required for backfill and site grading shall be removed and disposed of as directed by the Engineer. Hauling, bedding, and backfilling shall be considered incidental to the various bid items and will not be paid for directly. Excavation shall be of sufficient depth to allow the piping to be laid on the standard pipe bedding in accordance with the Section 6 of this section. The trenches shall be excavated to a minimum of six (6) inches below the bottom of the pipe barrel in rock. In all cases where lines are under traffic a minimum cover of forty-two (42") inches shall be provided. Should it be necessary to avoid existing utilities, culverts, outlets, or other structures, the water line shall be carried deeper at no additional expense to the Owner.

Where the plans call for extra trench depth, this extra depth shall be provided at no extra cost.

5.4    TRENCH WIDTH

Trench widths shall exceed the minimum width that will provide free working space on each side of the pipe and to permit proper backfilling around the pipe as shown in the accompanying table and unless specifically authorized by the Engineer, shall not be excavated to wider than two (2) feet plus the nominal diameter of the pipe at the top of the trench. Before laying the pipe, the trench shall be opened far enough ahead to reveal any obstruction that may necessitate changing the line and grade of the pipe. Should the Contractor fail to accomplish this, and changes are required, they shall be at his sole expense. In rock, all ledge rocks, boulders and large stones shall be removed to provide six (6) inches of clearance on each side and below all pipe and fittings.

MINIMUM TRENCH WIDTH

<u>Size</u>	<u>Width</u>	<u>Size</u>	<u>Width</u>
Up to 4" Pipe	2'-0"	15" Pipe	2'-8"
6" Pipe	2'-0"	16" Pipe	2'-8"
8" Pipe	2'-0"	18" Pipe	3'-0"
10" Pipe	2'-4"	20" Pipe	3'-2"
12" Pipe	2'-6"	21" Pipe	3'-4"
14" Pipe	2'-6"	24" Pipe	3'-8"

5.5    SHORING, SHEETING AND BRACING OF EXCAVATION

Where unstable material is encountered, or where the depth of the excavation in earth exceeds five (5) feet, the sides of the trench or excavation shall be supported by substantial sheeting, bracing, or shoring. The design and installation of all sheeting, sheet piling, bracing or shoring shall be based on computations of pressure exerted by the materials to be retained under retaining conditions. Adequate and proper shoring of all excavations will be the entire responsibility of the Contractor. The Standards of the Federal Occupational Safety and Health Act and the Kentucky Department of Labor shall be followed.

The Engineer will not be responsible for determining requirements for bracing or sheeting.

5.6    REMOVAL OF WATER

The Contractor shall provide for adequate removal of all water and the prevention of surface water from entering the excavation. The Contractor shall maintain dry conditions within the excavations until the backfill is placed. No additional compensation will be paid for replacement and/or stabilization of prepared excavations due to flooding and/or deterioration from extended

exposure. All water pumped or drained from the excavation shall be disposed of in a suitable manner without damage to adjacent property or to other work under construction.

## 5.7 PAVEMENT REMOVAL

Pavement removal shall be as indicated on the plans or directed by the Engineer. When so required, or when directed by the Engineer, only one-half (1/2) of the street crossings or road crossings shall be excavated before placing temporary bridges over the side excavated, for the convenience of the traveling public. All backfilled ditches shall be maintained in such a manner that they will offer no hazard to the passage of traffic. The convenience of the traveling public and the property Owners abutting the improvements shall be taken into consideration. All public or private drives shall be promptly backfilled or bridged at the direction of the Engineer. Pavement replacement shall be in accordance with Section 15102 of these specifications. Excavated materials shall be disposed of so as to cause the least interference and in every case the disposition of excavated materials shall be satisfactory to the Engineer.

## 5.8 TRAFFIC MAINTENANCE

The Contractor must "red light" and guard all open trenches or obstructions placed on the streets or sidewalks. The lights must be burning from sunset to sunrise in order to effectually warn and safeguard the public against dangers connected with open trenches, excavations and other obstructions. The Contractor shall be held responsible for any damage that may occur to persons or property by reason of the failure of the Contractor to properly "red light" and guard all open trenches or obstructions along the routes of the water lines. This Contractor at his own expense shall also maintain warning signs, barricades and a watchmen or flagmen to control traffic at such times as his work would interfere with the flow of traffic. No excavation shall begin that may present a safety hazard unless the signs, barricades, lights, etc. are available to protect the open excavation at the conclusion of the day. The Contractor will comply with all Federal and State Occupational Safety and Health requirements for this type of construction. The Contractor shall also comply with all local and Kentucky Department of Highways requirements for signing and traffic control.

## 5.9 LINE LOCATION

The location of pipelines and their appurtenances as shown are those intended for the final construction. However, conditions may present themselves before construction on any line is started that would indicate desirable changes in location. In such cases, the Owner reserves the right to make reasonable changes in line and structure locations without extra cost, except as may be determined by extra units of materials and construction actually involved. The Owner is under no obligation to locate pipelines so they can be excavated by machine.

## 6.0 BEDDING OF PIPELINE

In all cases the foundation for pipe shall be prepared so that the entire load of the backfill on top of the pipe will be carried uniformly on the barrel of the pipe. The bells of the pipe shall not carry any of the load of the backfill. The Contractor should refer to the Standard Details for pipe bedding shown in the plans. The bedding specifications shall govern the backfill from the bottom of the trench up to the centerline or spring line of the pipe.

### 6.1 STABLE EARTH FOUNDATION

On all PVC pipelines, the trench bottoms shall be smooth and free of frozen material, clods of dirt and stones over 1/2" diameter. Bottom dirt left by trenching equipment will usually provide adequate material to level the trench bottom and provide bedding support for the pipe barrel. If the trench bottom is free of dirt, soft material may be shoveled off the side walls or shoveled under the pipe to insure proper pipe barrel bedding. In areas where the trench bottom is hard, a layer of soft backfill must be provided to ensure the pipe barrel is properly cushioned. See the plans for proper bedding material depth.

If the foundation is good firm earth the pipe may be laid directly on the undisturbed earth provided the pipe barrel is supported for its full length.

Bedding of No. 9 stone, fine gravel, sand or compacted finely graded select earth shall be used to correct irregularities in the subgrade. Where bell and spigot is involved, bell holes shall be excavated to prevent the bells from being supported on undisturbed earth.

As an alternative to the above method, excavation in earth may be undercut to a depth below the required invert elevation that will permit laying the pipe on a bed of granular material or finely graded select earth to provide continuous support for the pipe barrel. Bedding depth shall be as shown on the plans.

The bedding is not a separate pay item and shall be included as incidental expense in the unit price for the pipe bid per foot of pipe.

### 6.2 TRENCHES IN ROCK

All installation in rock will utilize the undercutting method. Bedding will be with 6 inches crushed stone as shown in the Standard Details.

### 6.3 UNSTABLE TRENCHES

If unstable material is encountered which may not provide a suitable foundation for the pipe, the unstable material will be removed, and an adequate layer of encasement concrete or other special bedding shall be placed for the pipe foundation in accordance with the Standard Details in the plans. Such "special

pipe foundation" shall only be installed if directed by the Engineer in writing or on the plans.

All ductile iron pipe shall be installed in accordance with Standard ANSI/AWWA C150/A21.50 Laying Condition Type 3 unless otherwise noted.

## **7.0 PIPE LAYING**

### **7.1 GENERAL**

Proper instruments, tools and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and convenient prosecution of the work. Each pipe manufacturer shall have an experienced representative on the job for at least one day at the commencement of jointing and laying operations.

Before any length of pipe is placed in the trench, a careful inspection shall be made of the interior of the pipe to see that no foreign material is in the pipe. In order to properly remove any foreign materials, a swab of necessary length shall be available at all times.

All pipe shall be lowered carefully into the trench, properly aligned and properly jointed by use of suitable tools and equipment, in such a manner as to prevent damage to water line materials and protective coatings and linings. Excessive scratching of the exterior surface of the pipe will be cause for rejection of the pipe.

Under no circumstances shall pipeline materials be dropped or dumped into the trench. The pipe and fittings shall also be inspected for the purpose of determining if they are sound and free from cracks. Laying of pipe shall be commenced immediately after excavation is started. Pipe shall be laid with bell ends facing in the direction of laying.

When pipe laying is not in progress, the open ends of pipe shall be closed by approved means to prevent entrance of trench water into the line. Whenever water is excluded from the interior of the pipe, adequate backfill shall be deposited on the pipe to prevent floating. Any pipe which has floated shall be removed from the trench and re-laid as directed by the Engineer. No pipe shall be laid in water or on frozen trench bottom, or whenever the trench conditions or the weather are unsuitable for such work.

If any defective pipe and fittings shall be discovered after the pipeline is laid, they shall be removed and replaced with a satisfactory pipe or fitting without additional charge to the Owner. Open ends of unfinished pipelines shall be securely plugged or closed at the end of each day's work or when the line is left temporarily at any other time.

## 7.2 LAYING DUCTILE IRON PIPE

Ductile iron bolted joint, rubber ring slip joint, and ball and socket river crossing pipe shall first be thoroughly cleaned at joints, then joined according to instructions and with tools recommended by the manufacturer. Three (3) copies of instructions shall be furnished to the Engineer and one (1) copy shall be available at all times at the site of the work. The lining inside ductile iron pipe must not be damaged by handling.

All pipes must be forced and held together, or "homed" at the joints, before sealing or bolting. Pipe must be aligned as each joint is placed, so as to present as nearly true, straight lines and grades as is practical, and all curves and changes in grades must be laid in such a manner that the manufacturer's recommended maximum deflection is not exceeded at any joint.

Cutting of pipe may be done by wheeled pipe cutters or saws, or by hammer and chisel, as the Contractor may elect, but the Contractor will be held responsible for breakage or damage caused by careless cutting or handling.

All ductile iron pipe shall be installed with Standard ANSI/AWWA C150/A21.50 Laying Condition Type 3 unless otherwise noted, six (6) inches crushed stone bedding shall be used in rock. Sufficient space (limited to 2 feet longitudinally) shall be left out of 4 or 6 inch cushion for tightening of bolts where bolted joints are used. No pipe shall be laid resting on rock, blocking, or other unyielding objects. Jointing before placing in trench, and subsequent lowering of more than one section jointed together may be allowed, subject to the Engineer's approval and direction.

When using pipe with push-on joints care must be exercised to make certain that the correct gasket is being used for the type of joint installed and that the gasket faces the proper direction. Before inserting the gasket, the groove and bell socket should be carefully cleaned of all dirt. If sand or dirt is permitted to remain in the groove, leaks may occur. Lubricant must be applied to bell socket, gasket and plain end of pipe as required by manufacturer. Plain end must be beveled before joint is made. Deflection required at the joint shall be obtained after the joint is made.

Cut pieces of ductile iron pipe 18 inches or more in length, shall be used in fitting to special conditions, and valves and fitting changes in grade and alignment, provided cutting is even enough to make first class joints and no cracks are evident.

## 7.3 LAYING PLASTIC PIPE

The trench bottom must be smooth and uniform, and the alignment must conform to the plans. Bedding and cover as specified herein and shown in the Standard Details is required.

To make a clean and unobstructed joint, it is necessary to wipe the ring, groove and pipe spigot free from all foreign materials at the time of assembly (welded joints will be allowed only in special cases and will be required as shown on the plans). The ring must be positioned properly in the fitting to receive the pipe by a worker who is not in contact with the lubricant. In general, the lubricant is applied to the spigot (not the ring or groove). However, the manufacturer's instructions are to be followed in all cases. Only an approved lubricant may be used in accordance with the manufacturer's recommendations. All plastic pipe shall be joined by hand.

Where good bedding conditions are attained PVC pipe smaller than 4 inches may be assembled outside the trench in longer sections (as conditions allow) and then lowered into the trench. At any time when improper bedding is discovered or the pipe is severely deflected, the pipe will be removed from the trench and the condition corrected. Pipe in sizes 4 inch and above may be assembled outside the trench but must be lowered into the trench as each joint is assembled. Regardless of installation methods all couplings must be inspected after laying in trench for proper insertion and alignment. Field cuts and bevels will be allowed in accordance with the manufacturer's recommendations for these operations. A new reference mark shall be installed before joining any field cut pipe. The same requirements for clearance from rock or other objects, thrust blocking and deflections shall apply to PVC pipe as for other pipe materials.

C-900 PVC pipe of all sizes must be assembled in the trench in strict accordance with the manufacturer's requirements.

#### 7.4 INSTALLATION OF RIVER CROSSING PIPE

The ball joint pipe shall be assembled and installed in accordance with manufacturer's recommendations. Installation shall be made at time of low flow, using cofferdams as necessary to divert stream flow. The ball joint pipe shall be laid and allowed to settle before joining to the pipe on each side of the stream. The ball and joint pipes shall be tested separately once in place to detect any leaks or bad joints. After connecting to the land pipe, it shall be tested the same as specified for the other water mains. See the Drawings for additional installation requirements.

### 8.0 **BACKFILLING**

Backfilling must be started as soon as practicable after pipe has been laid, joints hardened sufficiently, and jointing and alignment approved. Spading of crushed rock, sand, or mechanical tamping of earth, around pipe (as specifically required) between joints shall be the usual procedure as the laying progresses. This is in order to avoid danger or misalignment from slides, flooding or other causes. The Engineer shall be given a minimum of 24 hours for inspection before backfilling. The backfill shall be crushed rock, sand, or finely divided earth free from debris,

organic material and stones, places simultaneously on both sides of pipe to the same level by hand.

In backfilling of the lower part of the trench beginning at the top of the bedding, the backfill material shall be carefully and solidly tamped by hand or approved mechanical methods in 6" layers around the pipe and up to a point 8 inches higher than the top of the pipe. For PVC only the backfill shall be select material and may be walked in. Walking or working on the completed pipeline, except as necessary in tamping or backfilling, shall not be permitted until the trench has been backfilled to a point one diameter higher than the top of the pipe. The filling of the trench and the tamping of the backfill shall be carried on simultaneously on both sides of the pipe in such a manner that the completed pipeline will not be disturbed and injurious side pressures do not occur.

After the above specified backfill is hand placed, rock may be used in the backfill in pieces no larger than 18 inches in any dimension and to an extent not greater than one-half (1/2) the backfill materials used. If additional earth is required, it must be obtained and placed by the Contractor. Filling with rock and earth shall proceed simultaneously, in order that all voids between rocks may be filled with earth. Above the hand placed backfill, machine backfilling may be employed without tamping, (if not contrary to specified conditions for the location) provided caution is used in quantity per dump and uniformity of level of backfilling. Backfill material must be uniformly ridged over trench and excess hauled away, with no excavated rock over 1-1/2 inch in diameter or pockets of crushed rock or gravel in top 6 inches of backfill. Ridged backfill shall be confined to the width of the trench and not allowed to overlap onto firm original earth and its height shall not be in excess of needs for replacement of settlement of backfill. All rock, including crushed rock or gravel from construction, must be removed from yards and fields. Streets, roadways and walks shall be swept to remove all earth and loose rock immediately following backfilling.

In the case of street, highway, railroad, sidewalk and driveway crossings or within any roadway paving or about manholes, valve and meter boxes, the backfill must be machine tamped in not over 4-inch layers, measured loose in accordance with the standard details. Where backfill is under paved driveways, streets, highways, railroads, sidewalks, paved parking areas and other areas where settlement is not allowed, crushed stone or coarse sand backfill only shall be used up to the paving surface. Crushed stone shall be Kentucky Department of Highways Standard Specification No. 78 or finer. Coarse sand backfill shall be spread in layers not over 4 inches thick and thoroughly compacted. Sand may be moistened to aide compaction. Tunnels shall be backfilled in not over 3-inch layers, measured loose, with selected material suitable for mechanically tamping. If material suitable for tamping cannot be obtained, sand, gravel or crushed rock (No. 78) shall be blown, packed or sluiced to complete fill all void spaces.

Where local conditions permit, pavement shall not be placed until 30 days have passed since placing backfill. Crushed stone is specified for roads and parking areas and sidewalks or their bases, shall be placed and compacted to the top of

trench. Backfills shall be maintained easily passable to traffic at original ground level, until acceptance of project or replacement of paving or sidewalks.

Where the final surfacing is to be crushed stone, compacted earth backfill may be used in the trench to within 6 inches of the top as shown in the Standard Details.

Railroad Company and Highway Department requirements regarding backfilling will take precedence over the above general specification where they are involved.

Excavated materials from trenches and tunnels in excess of quantity required for trench backfill shall be disposed as shown on the plans or as directed by the Engineer.

The Contractor shall protect all sewer, gas, electric, telephone, water and drain pipes or conduits, power and telephone poles and guy wires from danger of damage while pipelines are being constructed and backfilled, or from danger due to settlement of his backfill.

In case of damage to any such existing structures, repair and restoration shall be made at once and backfill shall not be replaced until this is done. In all cases, restoration and repair shall be such that the damaged structure will be in as good condition and serve its purpose as completely as before uncovering and such restoration and repair shall be done without extra charge.

No extra charge shall be made for backfilling of any kind, except as provided in the Bid. Backfilling shall be included as a part of the unit price bid for which it is subsidiary. No extra charge shall be made for supplying outside materials for backfill.

Before completion of contract, all backfills shall be reshaped, holes filled and surplus material hauled away, and all permanent walks, street, driveway and highway paving, and sod, replaced (if such surface replacement items are included in the contract) and reseeding performed.

The line Contractor shall be responsible for clean-up, grading, seeding, sodding or otherwise restoring all areas that he disturbs within the work limits of other Contractors on this project.

Any deficiency in the quantity of material for backfilling the trenches or for filling depressions caused by settlement, shall be supplied by the Contractor.

## **9.0 TIE-INS TO EXISTING PIPELINES**

This work shall consist of connecting new water pipes to the existing system where shown on the plans and shall include the necessary fittings, tapping

sleeves, valves and necessary equipment and material required to complete the connection.

Knowledge of pipe sizes in the existing system may not be accurate; therefore, it is recommended that the Contractor check outside diameters of existing pipe and types of pipe prior to ordering the required accessories. No additional payment will be allowed for matching pipe and/or accessories when the proper size is not ordered.

Neither the Owner nor the Engineer can guarantee the location of the existing lines. The Contractor shall verify the location of all existing water mains and valves pertaining to the proposed improvements before excavation is started.

The necessary regulation or operation of the valves on existing mains, to allow for the connections being made, shall be supervised by the Engineer. Before shutting down an existing water main or branch main for a proposed connection, prior approval for a specific time interval shall be obtained from a representative of the Owner. At no time shall an existing main be shut down without the Owner's knowledge and permission.

Excavation to existing water mains shall be carefully made, care being exercised not to damage the pipe. The excavation shall not be of excessive size or depth beneath the pipe. The sides of the excavation shall be as nearly vertical as possible.

The Contractor shall be responsible for any damage to the existing system and any such damage shall be repaired to the satisfaction of the Engineer at the Contractor's expense.

The Contractor shall verify, by field inspection, the necessary sizes, lengths and the types of fittings needed for each inter-connection. Typical connections are shown on the plans and any modifications or changes shall be subject to the approval of the Engineer. The exact length of the proposed water main needed for this work shall also be determined by field measurement as required.

The probing required to locate existing mains is not a separate pay item.

## **10.0 PIPE ENTERING STRUCTURES**

Ductile iron, steel or PVC pressure pipe, 4-inch diameter or larger, entering structure below original earth level, unsupported by original earth for a distance of more than six (6') feet, shall be supported by Class B concrete, where depth of such support does not exceed three (3') feet, and by Class B Concrete piers where depth exceeds three (3') feet in accordance with the Standard Details. All other pressure pipe entering buildings or basins below original earth level, which have more than 3 feet span between wall and original earth and having a cover of more than 24 inches of earth, or under roadway, shall be supported as shown on Standard Detail drawings, in order to prevent breakage from settlement of

backfill about the structure. Concrete and reinforcing steel for such supports are to be included in the unit price of work to which it is subsidiary, and not as extra concrete, in order to discourage excessive excavation outside the limits of structures. Pipe entering structures shall have flexible joint within 16 inches of exterior of structure.

## **11.0 OWNERSHIP OF OLD MATERIALS**

Pipe - Unless otherwise indicated, all existing pipe that is to be abandoned that interferes with construction or is easily removed shall become the property of the Contractor. All pipe that is not easily removed or not required to be removed as a result of the new construction, shall be abandoned in place by this Contractor.

Pipeline Fittings and Appurtenances - All pipeline fittings, valves, hydrants and other like appurtenances that are removed as a result of new construction shall be removed by this Contractor but shall become the property of the Owner. All such fittings and appurtenances shall be delivered to a point by the Contractor. Said point shall be on the Owner's property and shall be designated by the Engineer.

Other Materials - All other materials or items that are to be removed, demolished, or abandoned as a part of this contract shall become the property of the Contractor and shall be disposed of by him.

## **12.0 THRUST BLOCKS AND ANCHORAGE**

Thrust blocks shall be installed whenever the pipeline changes direction, as at tees, bends, crosses, stops, as at a dead end; or at valves. The locations of thrust blocks depend on the direction of thrust and type of fitting. Their size and type depends on pressure, pipe size, kind of soil, and the type of fitting. Where thrusts act upward (as at vertical curves) the weight of the pipe, the water in the pipe and the weight of the soil over the pipe should be determined to make certain that the total weight is sufficient to resist upward movement. If there is not enough soil or if it will not compact over the pipe or it is too soft and mushy to resist movement, then ballast or concrete may be placed around the pipe in sufficient weight and volume to counteract the thrust. Where a fitting is used to make a vertical bend, the fitting may be anchored to a concrete thrust block designed to key in to undisturbed soil and to have enough weight to resist upward and outward thrust, since the new placed backfill may not have sufficient holding power.

Thrust blocks shall be constructed of not less than Class B concrete conforming to KTC Specification 601 and placed between the fitting and the trench wall. It is important to place the concrete so it extends to undisturbed (freshly cut) trench wall.

## **13.0 MAINTENANCE OF FLOW OF DRAINS AND SEWERS**

Adequate provision shall be made for the flow of sewers, drains and water courses encountered during construction. Any structures which are disturbed shall be satisfactorily restored by the Contractor.

#### **14.0 INTERRUPTION OF UTILITY SERVICES**

No valve, switch or other control on any existing utility system shall be operated for any purpose by the Contractor without approval of the Engineer and the Utility. All consumers affected by such operations shall be notified by the Contractor as directed by the Engineer and Utility before the operation and advised of the probable time when service will be restored.

#### **15.0 FENCING**

Where water supply line is being constructed in fields where stock is being grazed, Contractor shall provide temporary fence as approved by the Engineer around open trenches to prevent stock from falling in trenches. Where trenching operations should isolate grazing stock from their source of water, Contractor will either provide temporary bridging over trench or else provide water for such stock.

Where trench crosses near sound existing corner posts and existing fence is in good condition, fence may be taken loose, rolled back and stored until pipeline is completed at this point, then replaced by stretching tightly and thoroughly stapling. The Contractor shall provide Additional posts and/or additional new fence when it is necessary to place the fence crossed by the water line in a condition equal to existing fence before water line was constructed.

Where it is necessary to cut existing fence, new end posts shall be installed on each side of the water line and the old fence thoroughly stapled to these new posts before cutting. After pipeline is completed at this point, a new fence of galvanized wire (No. 9 gauge with No. 11 filler wires) shall be stretched between these new end posts and thoroughly stapled to existing posts and any new intermediate posts necessary to provide a good fence. Replacement of fences shall be on a replacement in-kind basis, considered incidental to laying of the lines, and any additional cost shall be included in the unit price bid per lineal foot of pipe. Contractor shall notify property owner prior to cutting fence.

#### **16.0 PROTECTION OF ADJACENT LANDSCAPE**

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

In the course of construction, the Contractor may deflect horizontal alignment of the water line to avoid trees and to keep from damaging their roots. The

Contractor shall be fully responsible for settling all claims by private property owners concerning damage to trees and shrubs.

## **17.0 COORDINATION WITH UTILITIES**

The Plans show the general location of existing utilities, such information having been determined from the utilities. However, such information shall be considered general and is not guaranteed by Owner, Engineer or the Utility.

Prior to construction, the Contractor shall arrange to meet with representatives of all utilities and provide them with his anticipated work schedule. The Contractor shall have the utilities make their best determination of utility locations in the areas in which he is working. Throughout the progress of the work, such field markings of utilities shall be kept current.

Repairs to any utilities damaged by the Contractor shall normally be performed by the utility at the Contractor's expense, unless the Contractor and the utility negotiate other understandings and/or procedures.

## **18.0 BLASTING AND ROCK EXCAVATION**

The Contractor shall make his own investigation as he deems necessary to ascertain the sub-surface conditions to be encountered in the work.

All blasting operations shall be conducted in accordance with C-900 ordinances, state and federal laws and Section 9, Explosives, of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc. Soil particle velocity shall not exceed limit set by Kentucky law. All explosives shall be stored in conformity with said ordinances, laws and safety regulations. No blasting shall be done within five feet of any water mains, sewer lines, natural or manufactured gas lines, liquid petroleum product lines or other utilities. Any damage done by blasting is the responsibility of the Contractor and shall be promptly and satisfactorily repaired by him.

The Contractor shall use delay caps or other approved methods to reduce earth vibrations and noise. Mud capping, as defined in the above manual, will not be permitted as a method of breaking boulders. No blasting shall be permitted on Sundays or after dark.

Prior to commencing with the work, the Contractor shall, during a preconstruction conference with the Owner and Engineer, state clearly his approach to performing the excavations on the project. He shall be familiar with the laws and ordinances covering blasting and shall also consider the use of hydraulically operated rock breaking devices in lieu of blasting where considered necessary. If blasting is not handled in an expert manner at all times, the Engineer reserves the right to suspend blasting and require the work to proceed without it.

Prior to blasting, the Contractor shall make his own detailed pre-blast survey of adjacent walks, curbs, retaining walls, house foundations, etc. to determine conditions prior to the work. Such a file of information, including photographs, may be certified in such a manner as the Contractor believes necessary since this information that may stand in his defense.

## **19.0 MEASUREMENT AND PAYMENT**

Payment for supplying, transporting and storing pipe, trenching, standard bedding, pipe installation, fittings, thrust- blocking, pipe locating wire or tape, testing, backfilling, disinfection, seeding, crop damage, regular stream crossings, clean-up, tie-ins to other structures and other incidental items in this section shall be made on the basis of the unit price per lineal foot for the type and size of pipe installed. Payment will include all those items not specifically covered by another proposal. Pipe will be measured along the centerline of the pipe as installed with no deduction for valves and fittings.

**END OF SECTION 15100**

## SECTION 15101

### WATER LINE ACCESSORIES

#### 1.0 GENERAL

The Contractor is to supply and install all valves, hydrants, blowoffs and other equipment at the locations shown on the plans in complete accordance with these specifications.

#### 2.0 GATE VALVES

All gate valves shall be the resilient seat-type, iron body, non-rising stem, fully bronze mounted, and suitable for working water pressures of not less than 200 psi for installations on PVC pipe and not less than 250 psi for installations on DI pipe. Valves shall be of standard manufacture and of the highest quality both of materials and workmanship and shall conform to the latest revision of AWWA C-509 Standard. Valves shall be furnished with flanged connections for exposed piping and push-on or mechanical joint connections for buried service. Gate valves shall have a clear water way equal to the nominal diameter, and shall be opened by turning counter-clockwise. The operating nut or wheel shall have an arrow cast in the middle, indicating the direction of opening. Each valve shall have the maker's initials, pressure rating and the year in which manufactured, cast on the body. Prior to shipment from the factory each valve shall be tested by hydraulic pressure of at least 300 pounds per square inch.

Underground valves shall be nut operated, unless otherwise shown on the plans. Valve supplier shall furnish two standard stem iron wrenches for turning nut operated valves. All underground valves which have nuts deeper than thirty inches (30") below the top of valve box shall have extended stems with nuts located within two feet (2') of valve box cap. Buried service valves shall have either epoxy-coated or tar-coated exteriors.

The valve maker is to supply the Engineer, through the bidder, within one week after award is made, complete catalogs or other material giving complete details and dimensions of valves and accessories.

Gate valves installed in underground piping systems may be installed in the vertical position for sizes to 12-inch. Gate valves 14-inch and larger shall be installed in the horizontal position with bevel gear operators unless otherwise noted on the drawings. Gear operators shall be the totally enclosed type, oil filled and designed for buried and submerged service. Gear housing shall be ductile iron. Gears shall be steel. Pinion shafts shall be stainless steel. Shaft bearings shall be Teflon with "O"-Ring bearings.

### **3.0 FIRE HYDRANTS**

#### **3.1 WORK INCLUDED**

Under this Item, the Contractor shall provide all labor, tools, equipment and materials to furnish and install hydrants with gate valves as shown on the drawing and as directed by the Engineer.

#### **3.2 MATERIALS**

All fire hydrants shall have a six inch bell connection, shall have two hose outlets and one pumper connection, shall be designed for 250 pounds working pressure or 300 pounds hydrostatic pressure and shall conform to the latest specifications of the AWWA C502. All working parts shall be bronze. Both hose outlets shall be 2½ inch with NST threads and the pumper outlet shall be 4½ inch with NST thread. Hydrants shall be designed so that no water will be lost when they are broken off and so they can be repaired with a repair kit. Design, materials, and workmanship shall be similar and equal to the latest stock pattern ordinarily produced by the manufacturer. Length of barrel shall be such to provide a 3½ foot bury depth. Working drawings and full description of hydrants shall be submitted to the Engineer before ordering. All hydrants shall have a 5¼ inch valve opening against pressure. The hydrants shall be Mueller or Kennedy brand or approved equal. All hydrant extensions will be the responsibility of the Contractor.

#### **3.3 PAINT**

Hydrants shall be painted one coat of red paint and two finish coats of approved paint of color directed by the Engineer. All hydrants are to receive the final coat of paint after field installation.

#### **3.4 INSTALLATION**

Hydrants shall be set at such elevations that the connecting pipe will have the same depth of cover as the distribution main. The back of the hydrant opposite the pipe connection shall be firmly wedged against one and one-half square feet or enough of the vertical face of the trench with concrete to prevent the hydrants from blowing off the line. In addition, all fittings, valves and hydrants shall be joined by the use of all-thread rods, nuts and "DUC-LUG" offsets as shown on the attached drawing to prevent movement of the hydrant. If the character of the soil is such, in the opinion of the Engineer, that the hydrant cannot be securely wedged, bridle rod collars shall be used which shall be not less than three-fourths inch stock and shall be protected by a coat of acid resistant paint.

Not less than seven cubic feet of No. 9 stone shall be placed around the base of the hydrant to insure drainage. Before the No. 9 stone is placed and before it is

backfilled the drain hole shall be inspected and thoroughly cleaned if necessary. The backfill around the hydrant shall be thoroughly compacted to the grade line in a manner satisfactory to the Engineer. Hydrants shall have the interior cleaned of all foreign matter before installation.

All hydrants will be installed with the pumper connection facing the main access road or as directed by the Engineer.

Stuffing boxes shall be tightened and the hydrants shall be inspected in open and closed position to see that all parts are in working condition.

## **4.0 AIR VALVES**

### **4.1 AIR RELEASE VALVES**

A valve designed to allow exhaust of small pockets of air from the water main while in use shall be installed where shown on the plans or where directed by the Engineer. The air release valve shall have a  $\frac{3}{4}$ " iron pipe thread inlet, cast iron body construction, bronze trim, with all internal parts of stainless steel. The valve shall have a minimum orifice size of  $\frac{3}{32}$ ". Valves shall be suitable for a working water pressure of 150 PSIG. The air release valve shall be mounted on  $\frac{3}{4}$ " bronze riser pipe. The riser pipe shall be connected to the water main by use of a service clamp and a corporation stop. The riser shall also have a  $\frac{3}{4}$ " bronze ball valve with stainless steel handle and be suitable for a 250 PSIG working water pressure. Air release valves shall be as manufactured by APCO Models 65 or 50, or approved equal.

Air release valves will be installed in the same type of box used for meter installation. The box must allow for adequate cover over the pipe at the installation.

In locations where the air release valve can not be placed directly above the water main, such as roadway drainage ditches, then a section of service tubing shall be used to locate the valve as directed by the Engineer. The service tubing shall be installed with a continuous upward slope to eliminate air pockets. Additional payment for the tubing shall be made based on the linear foot bid for service tubing. Tubing shall also be rodded through the box to support the valve. No additional payment will be made for the tubing supports.

## **5.0 VALVE BOXES**

All valves (gate, air release, check, etc.) installed underground shall be installed in an approved valve box. Each gate valve shall be installed in a vertical position with a valve box. Valve boxes shall be of a cast iron, two or three-piece, slip-type consisting of a base, a center section and a top section with a cover marked "water". Where valve box is constructed in a paved area the box

shall be a screw type box. The entire assembly shall be adjustable for elevation and shall be set vertically and be properly adjusted so that the cover will be in the same plane as the finished street surface (no more than 1/2" above ground in yards or pastures or 2" in unsodded areas). The assembly must provide for the required cover over the pipe at the installation site and shall rest on concrete pads as shown in the Standard Details. The Contractor shall furnish two valve wrenches for the project.

## **6.0 BLOW-OFF ASSEMBLIES**

Blow-off valves shall be installed in accordance with the details and the specifications at locations shown on the plans and in other locations as directed by the Engineer. The Contractor should refer to the Standard Details for blow-off installation. The blowoff pipe from the main to the flush valve shall be connected to the main by means of a tee. Do not use a corporation stop for this connection. The gate valve included in the blow-off connection shall be a resilient seat gate valves in conformance with AWWA C509.

## **7.0 TAPPING SLEEVE AND VALVE**

Tapping sleeves shall be as manufactured by Mueller or approved equal, and shall be rated for a minimum working water pressure of 250 psi. Contractor shall ascertain the type and size of pipe to which the connection is to be made prior to selection. The valve shall be as specified under Section 2.0 of this specification.

## **8.0 TIE IN CONNECTIONS**

All tie-in connections shall include a valve per Section 2.0 of this specification and any fittings suitable to make the required connection. The fittings shall be mechanical joint, ductile iron type as specified in other sections.

## **9.0 STUB-OUT**

A stub-out shall consist of a gate valve restrained with all-thread to the main line. The valve shall be the same size as the main line and be as close to the main line as practical. The valve shall be as specified under Section 2.0 of this specification. A minimum of one joint of pipe shall be laid past the valve with the bell end away from the valve. A cap matching the material and size of the pipe shall be placed at the end of the line.

## **10.0 MEASUREMENT AND PAYMENT**

Payment for gate valves, check valves and other special valves installed underground shall include all work necessary for a complete installation and shall include all valve stem boxes or other valve boxes and box covers. Payment will be made at the unit price bid for the type and size of valve installation. The unit price bid for blow-off assemblies shall constitute full compensation for the furnishing and installation of the complete blow-off assembly. Tapping sleeve and valve tie-in connections shall be paid as indicated in the bid schedule. Stub-outs shall be paid as indicated in the bid schedule.

**END OF SECTION 15101**

## SECTION 15102

### SPECIAL ITEMS OF CONSTRUCTION

#### 1.0 GENERAL

These specifications govern special crossings, installations and construction procedures required to deal with unusual construction items or special requirements of governing agencies.

#### 2.0 STATE HIGHWAY CROSSINGS

In all cases, these crossings will be made in compliance with the requirements of the State Highway Department. Such requirements will normally be described by the appropriate District Highway Office. In general, unless otherwise shown on the plans or directed otherwise by the Engineer, the crossing of all State Highways shall be accomplished by boring under the roadway. In addition, the crossing of service lines 1½ inches and greater under rigid and flexible surfaced paved roads shall be accomplished by boring and jacking a casing pipe under said roadway. In certain cases, as shown on the plans, service lines of all sizes will require casing pipe installed with the crossing.

##### 2.1 OPEN TRENCH CROSSINGS

The trench shall be excavated to a minimum width that will allow the pipe installation. The trench walls shall be kept as nearly vertical as possible. The minimum specified cover above the pipe shall be maintained. The Standard Details section shows the requirements for open trench crossings.

The backfill in the trench under any roads, driveways, or parking areas where the open trench method is used shall be of the type shown in the Standard Details and shall be deposited and compacted in uniform layers not to exceed the depth shown in the Standard Details.

The surface of the road, driveway, or parking area shall be replaced with the same type of material as specified under pavement replacement.

The pipeline trench through all paved areas (parking lots, driveways, roads, etc.) shall be fully backfilled with crushed stone, this includes the future roadway where open cut steel encasement is utilized.

## 2.2 BORING AND JACKING

The work is herein defined as the operations in which both the boring by auger and the jacking of the casing pipe are done mechanically and in which the diameter of the casing pipe is too small to permit hand working at the heading of the casing pipe. Two basic methods are; (1) pushing the casing pipe into the fill or earth simultaneously as the boring auger drills out the ground; and (2) drilling the hole through the fill or earth and pushing the casing or carrying pipe into the hole after the drill auger has completed the bore.

A suitable approach trench shall be opened adjacent to the slope of the embankment, or adjacent to point of bored and jacked section as shown on the plans. The approach trench shall be long enough to accommodate the selected working room. Guide timbers or rails for keeping the casing pipe on line and grade shall be accurately set and maintained in the bottom of the approach trench and with heavy timber back-stop supports installed at the rear of the approach trench to adequately take thrust of the jacks without any movement or distortion. It is paramount to the securing of acceptable tolerance limits of workmanship in the boring and jacking operation that extreme care be taken in the setting of all guides, rails and jacks to the end that the casing pipe in final position be within the limits of acceptability for the placing and laying of the carrier pipe. The minimum cover of 42 inches under the roadway must be maintained. Additional depth may be required as shown on the plans.

In general, the diameter, thickness, style, joints and materials selected for casing pipe shall be as shown on the plans and shall be considered as "minimum" requirements, all subject to prior approval of the Engineer. In all cases, the approval for construction by agreement with the private company and/or construction permit issued by the State, County, or Municipal agency will be required before construction starts.

Steel casing pipe for road and railroad crossings using the boring and jacking method shall be steel, plain end, uncoated and unwrapped, and shall be furnished in at least 18-foot lengths. Steel pipe shall meet the requirements of ASTM Specification A-120 and AWWA C200. Pipes up to and including 4 inches in diameter shall be Schedule 40. Pipe larger than 4 inches shall have a wall thickness equal to or greater than 0.312 inches under railroads and 0.250 for all other uses. The inside diameter of all casing pipes shall be a minimum of four (4") inches greater than the largest outside diameter of the carrier pipe, joint or coupling.

The steel casing pipe shall be bored and/or jacked in place at the locations as shown on the plans or as directed by the Engineer. All joints between lengths shall be solidly welded with a smooth non-obstructing joint inside. Any field welding shall be performed by a certified welder and shall be in accordance with AWWA C206. The casing pipe may be extended beyond the boring limits by

open trenching as shown in the Standard Details. This would apply when the casing is required from right-of-way to right-of-way or ditch line to ditch line. Open trenching at jacked or bored locations will be allowed no closer than 3 feet from edge of pavement.

Positioning guides (insulators) shall be utilized on all carrier pipe which is within the casing pipe. Positioning shall be accomplished by the use of prebuilt spacers such as those manufactured by CALPICO or an approved equal. The Contractor shall submit the type of position guide proposed for use for the approval of the Engineer. Spacing of the positioning guides shall be in accordance with the Standard Drawings.

The ends of the casing pipe shall be plugged and made watertight in a manner acceptable to the Engineer prior to backfilling. Casing seals as manufactured by Pipeline Seal & Insulator, Inc. (PSI), Advance Products & Systems, Inc. (APS) or equal shall be used.

Where road crossings are made using plastic pipe or copper, the location of joints under the roadway should be avoided by using lengths of adequate dimension for the crossing. This principle also applies to other types of pipe where sufficiently long lengths are available.

### **3.0 RAILROAD CROSSINGS**

At all railroad crossings, cover pipe (casing) for water lines (carrier pipe) shall be jacked or pushed beneath tracks and the carrier pipe jointed and pushed through the cover pipe. Detailed drawings of railroad crossings including the length of casing and depth below track are shown in the plans. Contractor shall obtain and pay for services of a representative of the railroad to direct the Contractor's operations while on the railroad property when required by the railroad.

### **4.0 STREAM CROSSINGS**

#### **4.1 NO-FLOW CONDITION**

Where required on the plans or instructed by the Engineer, the Contractor shall construct a special creek crossing as shown in the Miscellaneous Drawings. Crossings shall be scheduled for construction in times of no flow or very low flow, if practicable, otherwise the stream shall be directional bored. Concrete shall not be placed under water and Contractor shall provide suitable pumps to keep water out of trench excavation during stream crossing construction. Special creek crossings shall be designated as Type A or Type B as contained in the Standard Drawings.

## 4.2 NORMAL EARTHEN STREAM CROSSING

Where the stream crossing is made in earth or other beds which are stable (no casing or anchorage required), then the pipe will be laid in a narrow trench at the depth specified in the Standard Details to maintain the required cover between pipe and stream bed. Initial backfill will be mechanically compacted. Trench backfill in any stream crossing area from one (1) foot above the top of the pipe shall consist of trench excavated rock, if available. No extra payment will be made above normal construction for this type of creek crossing.

## 4.3 BLUE LINE STREAM CROSSINGS

All crossing of streams that appear as a blue line on a USGS 7.5 minute topographical map shall be accomplished in accordance with:

GENERAL CERTIFICATION  
NATIONWIDE PERMIT #58  
UTILITY LINE ACTIVITIES FOR WATER AND OTHER SUBSTANCES

This document is bound in front of the specifications. The Contractor shall read, understand and comply with the requirements and procedures.

Stream size, for purposes of this specification, is differentiated as large or small. A stream is classified as small when the distance across the stream channel at top of banks is 15 L.F. or less. A stream is classified as large when this measurement is greater than 15 L.F.

It is the intent of the plans to identify a stream crossing at each blue line stream. Small stream crossings may frequently be accomplished by trenching when the stream is in a no-flow condition. If the stream is in a flow condition, irregardless of the size classification, the crossing shall be accomplished by directional boring or other method that complies with the General Certification and is approved by the Engineer. Specific details for stream crossings are contained in the Miscellaneous Drawings.

See Section 15 for Basis of Payment.

## 5.0 **RIVER OR LAKE CROSSINGS**

Crossings in rivers or lakes where the pipe cannot be laid in a trench shall normally be made with ductile iron pipe having ball and socket joints or polyethylene pipe or directional bored as indicated on the Drawings. Details for any required installations of this type including pipe required; number, size and location of anchors; and, installation technique are shown in the plans and Miscellaneous Drawings. See Section 15100 for installation requirements.

## **6.0 BRIDGE CROSSINGS**

Wherever possible bridges will not be utilized for stream crossings. However, where it is necessary for the water line to be attached to bridges, the pipe shall be securely fastened to bridge stringers or beams using supports as dimensioned and located in the plans. The carrier pipe shall be insulated with Vermiculite or other approved material to prevent freezing. Expansion joints to allow for movement of the bridge will be required as shown on the plans.

## **7.0 FREE BORE**

### **7.1 WORK INCLUDED**

Under this item, the Contractor shall provide all labor, tools, equipment and materials to install the free bore at all bituminous and concrete driveways and/or county road unless otherwise directed by the Engineer.

### **7.2 INSTALLATION**

The Contractor shall provide a jacking pit and bore through the earth at the proper line and grade. The augured hole shall be as small as practical to allow the carrier pipe to pass through. This bid item does not apply to service tubing.

### **7.3 MEASUREMENT AND PAYMENT**

The unit price bid per linear foot for free boring, as measured from edge of pavement to edge of pavement, regardless of size of bore, shall constitute full compensation for the work specified.

## **8.0 WATER LINE AND SEWER LINE SEPARATION**

### **8.1 GENERAL**

Wherever sewer lines cross, or are adjacent to, each other, special precautions shall be taken.

### **8.2 PARALLEL WATER AND SEWER LINES**

Water lines must, if possible, be located a minimum lateral distance of 10 feet from any existing or future sewer lines measured from outside diameters. Where water lines and sewer lines must be placed in the same trench, the water line must be located on a shelf, 2 feet above and 2 feet to the side of the sewer line. Whenever this condition cannot be met, and upon direction from the Engineer, the water line shall be uncovered and encased with concrete per the standard encasement detail.

### 8.3 CROSSING WATER AND SEWER LINES

Wherever sewer lines and water lines cross, it is desirable, if practical, that the sewer line be at least 24 inches below the water line.

Where it is not practical to provide such a separation, care shall be taken to ascertain that the existing water line or existing sewer line is in good sound condition and that no evidence of joint leakage is known in that vicinity. If any such evidence does exist, the existing line shall be exposed by the Contractor at least 10 feet each side of the new pipe crossing, carefully examined and any defects positively corrected. The Owner will arrange for examining and correcting any defects in the existing lines, but the Contractor shall cooperate in every way possible.

When the water line must be below or less than 2 feet above the sewer line, the Contractor shall encase the water line 5 feet in each direction from the crossing as directed by the Engineer. This encasement should only be accomplished when directed by the Engineer and shall be accomplished in accordance with the details shown on the drawings. The encasement is a separate pay item.

## 9.0 **CLEANUP, SEEDING AND SODDING**

### 9.1 GENERAL

Upon completion of the installation of the work, the Contractor shall remove all debris and surplus construction materials resulting from the work. The Contractor shall fine grade all the disturbed surfaces around the area of the work in a uniform and neat manner leaving the construction area in a condition as near as possible to the original ground line or to the lines as directed by the Engineer. The Contractor shall provide effective cleanup of the work as it progresses. Procrastination of cleanup will not be tolerated.

### 9.2 ROUGH GRADE WORK AND CLEANUP

Rough Grade Work and Cleanup (Rough Cleanup) shall be defined to include the final backfill and windrowing of the ditch line, disposal of excess excavated material, level grading of the disturbed areas adjacent to the ditch line, filling and leveling street and driveway cuts, cleaning up and removal of rubbish, repair of fences and structures, and any other such work that may be required to result in a neat, orderly project area. Rough Cleanup shall be performed as other construction progresses and must be completed within one week of the adjacent pipeline construction.

Rough Cleanup is not a separate pay item. The cost for this work shall be included in the unit bid price for water lines. If Rough Cleanup is not performed

as specified, the Owner, after notification to the Contractor, will refuse payment for additional pipeline installation until the Rough Cleanup is accomplished.

### 9.3 FINAL CLEANUP

Final cleanup, grade work and seeding shall be performed on each line when backfilled trenches have had adequate time to settle, but at least within 30 days from the date each line is constructed. Final grade work and seeding on Kentucky Transportation Cabinet rights-of-way shall be done in accordance with said Cabinet's specifications and the permit granted to the Owner specifically for this project.

Where work was performed on private property in lawns, earth of good quality, free from rock shall be spread over the disturbed area and graded and compacted to match adjacent ground contours. The graded and seed bed area shall be prepared with a power landscape rake and further hand raked if necessary, until smooth and free from rock, potholes, and bumps. The disturbed area shall then be seeded with the seed variety used on the original lawn (e.g., a bluegrass lawn shall be reseeded with bluegrass seed). In the case of no preference by the Owner, the mixture of grasses shall consist of one-third (1/3) Rye grass, one-third (1/3) Kentucky Fescue and one-third (1/3) Kentucky Bluegrass by weight and shall be applied in accordance with the supplier's recommendations. The area shall be fertilized with 12-12-12 fertilizer applied at a rate of 6 pounds per 1,000 square feet of area. After the seed and fertilizer have been applied, the Contractor shall then lightly cover the seed by use of a drag or other approved device. The seeded area shall then be covered with clean straw to a depth of approximately one (1) inch.

Where work was performed on private property and not in lawns the trench line shall be graded and filled if necessary to match adjacent contours. All rock larger than 1½" in diameter shall be removed from the disturbed area. In general, pasture and fallow land shall be fertilized and seeded with Kentucky 31 Fescue and plowed fields shall be left unseeded, however, the desire of each property owner shall govern regarding seeding. The entire pipeline length that is seeded shall be strawed.

In all cases on private property the rate of seed and fertilizer application shall be that recommended by the material supplier or the University of Kentucky Cooperative Extension Service for new plantings of the variety of grass seed used.

If the trench line settles following final grade work or if grass seed fails to germinate within a reasonable time, the Contractor shall regrade or reseed the area in question as specified above and as directed by the Engineer.

Final cleanup will not constitute a separate pay item and shall be included in the unit bid price for pipe.

## **10.0 PAVEMENT AND OTHER STRUCTURE REPLACEMENT**

The Contractor shall replace all pavement cut or disturbed, with pavement similar in all respects to existing pavement in accordance with the Standard Details and at those locations approved by the Engineer. Every effort shall be made to avoid cutting the pavement. In restoring pavement, new pavement is required, except that granite paving blocks, sound brick or sound asphalt paving blocks may be reused. No permanent paving shall be placed within thirty (30) days after the backfilling has been completed. All concrete and asphalt paving materials shall be in conformance with the Standard Details shown in the plans. The pipeline trench through all paved areas (parking lots, driveways, roads, etc.) shall be fully backfilled with crushed stone, this includes the future roadway where the open cut steel encasement method is utilized.

### **10.1 CLASSIFICATIONS OF PAVEMENTS**

- A. Concrete Pavement Replacement - This pavement replacement shall be Portland cement concrete construction in accordance with the requirements shown in the Standard Details. It shall include all pavement replacement on concrete surfaced roads, concrete driveways, concrete sidewalks and concrete parking areas, both public and private.
- B. Heavy-Duty Bituminous Pavement Replacement - This type of asphalt pavement replacement shall be bituminous concrete surface over concrete base in accordance with the details. This type of pavement replacement shall be used on all heavily trafficked roads having an existing pavement greater than 2", whether public or private, or in other locations as directed by the Engineer.
- C. Light-Duty Bituminous Pavement Replacement - This type of pavement replacement shall be bituminous concrete constructed in accordance with the details. This item shall include all light-duty bituminous concrete roadways, bituminous driveways and bituminous parking lots, both public and private.
- D. Crushed Stone Surface Replacement - This type of surface replacement shall include all graveled roadways, driveways, parking areas, or other gravel surfaced areas, both private and public. This type of surfacing may also be required as a base course for other pavement replacement.

## 10.2 MATERIALS

The crushed stone backfill as noted on the drawings shall be dense graded aggregate per Kentucky Department of Highways Specifications or as noted on the Drawings. The Contractor shall continuously be responsible for the maintenance of the aggregate and the surface of the trenches until the pavement replacement is completed.

Portland cement concrete for pavement replacement shall contain a minimum of 6 sacks of cement per cubic yard, the maximum free water content shall be 6 gallons per sack of cement, the slump shall be between 2 and 4 inches, and the concrete shall have minimum 28-day compression strength of at least 3,500 PSI. Cement, aggregate and water shall be described in these specifications for Class "A" concrete. A set of cylinders shall be made and tested for each 25 cubic yards of concrete placed, or fraction thereof, to supply representative sampling and testing of the concrete, upon the direction of the Engineer. The Contractor shall produce a broomed, or burlaped uniformly smooth and nonskid surface, consistent with the existing pavement.

Bituminous materials and mixes shall be consistent with the recommended practice of the asphalt institute and it shall conform to the requirements of the Kentucky Department of Highways for prime coat and Class 1 bituminous concrete. The bituminous concrete shall consist of a binder or base course and a surface course.

## 10.3 INSTALLATION OF PAVEMENT REPLACEMENT

The Contractor shall cut back the surfacing adjacent to the trench for 12 inches on both sides of the trench and shall cut down the dense graded aggregate he has placed to a depth required for either type of pavement replacement. The resulting surface shall be rolled to yield a smooth, dense surface and a uniform depth.

The concrete shall be placed in accordance with standard practice, with the welded wire mesh if required in proper position and thoroughly vibrated into place. The Contractor shall produce a surface consistent with the existing pavement. The Contractor shall apply a liquid curing component, sprayed on the surface of the concrete, and shall provide adequate protection to the pavement until it has set.

For bituminous concrete, the Contractor shall clean and broom the prepared surface, then apply the prime coat at the rate of 0.20 to 0.25 gallons per square yard, with a pressure distributor or approved pressure spray method. When the prime coat has become tacky but not dry and hard, the bituminous binder course, or base course, whichever applies, shall be placed and compacted. The Contractor shall then apply the surface course. It is recommended, but not

required, that the base course remain in place for approximately one week before placing the surface course. The finished course shall be compacted and the completed surface shall match the grades and slopes of the adjacent existing surfacing and be free of offsets, depressions, raised places and all other irregular surfaces.

#### **10.4 SEASONAL AND WEATHER LIMITATIONS FOR PAVEMENT REPLACEMENT**

In the event the progress and scheduling of the work is such that the bituminous pavement replacement would occur in the winter months, during adverse cold weather and/or during such times the asphalt plants are not in operation, then the final pavement replacement shall be postponed until favorable weather occurs in the spring and the asphalt plants resume normal operations. No bituminous concrete shall be laid when the temperature is below 40°F except by written permission of the Engineer.

Concrete pavement shall not be placed when the temperature is such that the pavement placed will freeze before it has had adequate time to set and shall be placed in conformance with the temperature conditions approved by the Engineer.

The Contractor shall be responsible for replacement of pavement which he has placed which has been damaged by cold weather or freezing without additional compensation.

In the meantime, the Contractor will be required to maintain the temporary surfacing until the permanent pavement is placed. Such labor, materials and equipment as is required for temporary maintenance of the streets, roadways and driveways shall be provided at the Contractor's expense and is not a pay item. The Contractor will be required to use a cold mix asphaltic concrete as a temporary surface for trenches under heavy traffic use.

#### **10.5 GUARANTEE**

The one year guarantee as specified in the contract documents is also applicable to trench settlement and pavement replacement.

#### **11.0 SIDEWALK AND DRIVEWAY REPLACEMENT**

Sidewalks and driveways will be replaced if damaged by the Contractor in any way. Payment will be made for those pavements necessarily damaged by the line installation in accordance with the Standard Details. No pavements are to be replaced over a backfilled trench for at least 30 days after filling. Pavements damaged otherwise are to be replaced immediately at the Contractor's expense.

Materials and dimensions are to be at least equal to existing pavement and are to conform with the Standard Details.

## **12.0 PAYMENT FOR WATER**

All water used from the Utility shall be metered with meters supplied by the Contractor. The Contractor shall pay for such water monthly at the rates published by the water utility. Unmetered water lost through water line breakage shall also be paid at the rates published by the water utility. The quantity lost shall be computed on the basis of a discharge velocity of 7 feet/second, the diameter of the line, and the estimate duration of free uncontrolled discharge.

## **13.0 FINAL CLEAN-UP**

The Contractor shall provide effective cleanup of the work as it progresses. Procrastination of cleanup will not be tolerated. At the time of final inspection, no trenches shall show any undue evidence of the previous construction. All areas shall be left free of ruts due to construction equipment and shall have a clean and neat appearance without rubble or debris. The areas shall not be mounded up and shall be completely restored, and all yards and fields shall be reseeded so land may be cultivated, mowed, etc. Straw and fertilizing shall accompany the seeding in accordance with Section 9 - Cleanup, Seeding and Sodding of this section. If necessary to hasten proper restoration of terraces, principally along ditch lines, the Contractor shall sod such areas at the Engineer's direction. For all line segments, final cleanup shall be performed within 30 days from day of installation.

## **14.0 PROTECTION OF ADJACENT LANDSCAPE**

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

In the course of construction, the Contractor may deflect horizontal alignment of the water line to avoid trees and to keep from damaging their roots. The Contractor shall be fully responsible for settling all claims by private property owners concerning damage to trees and shrubs.

## 15.0 MEASUREMENT AND PAYMENT

15.1 Payment for crushed stone, black top and concrete pavement replacement will not be based on the quantities purchased by the Contractor. Payment for surfacing will be paid on the basis of linear feet installed in accordance with the Standard Drawings with a maximum width of pipe diameter plus 24 inches. Crushed stone or concrete sub-grade under paving and crushed stone trench backfill shall be included in paving price and not paid for separately. Any additional cost estimated by the Contractor must be included in the cost of pipe in place.

### 15.2 STREAM CROSSINGS

15.2.1 No-Flow Crossings. Payment for no-flow stream crossings delineated on the plans (excluding directional bores) will be at the unit price bid per lineal foot for that item and shall include encasement pipe, crushed stone, concrete, solid rock excavation and all other work necessary for a satisfactory installation. The carrier pipe installed in the casing shall be paid separately under the unit price bid for pipe installed.

15.2.2 Directional Bores. Payment shall be "Lump Sum" for specific individual Bid Items for Directional Bores of large stream crossings and/or some streams classified as small where the physical crossing characteristics differ significantly from the other small streams in the project. Determination of the required length to accomplish the bore is the responsibility of the Contractor.

Payment shall be "Each" for directional bores of small stream crossings with the exception of individual small streams covered in a specific bid item. All small stream crossings in the project shall be considered the same for payment regardless of width (up to 15 L.F.) or depth. It is the responsibility of the Contractor to determine an average unit price that will be used for payment in each instance a blue line stream is crossed. Small stream crossings may be added, for extended lines beyond those shown on the plans, at the same unit price providing the crossings are reasonably similar to those in the initial project. Stream crossings may be deleted, without affecting the unit price, if a line is deleted or shortened.

Payment shall include the directional bore, encasement pipe if specified on the plans, the carrier pipe as specified on the plans and the transition fittings. Payment limits are shown on the Miscellaneous Drawing for Directional Bore for Stream Crossings.

15.3 Additional costs for normal earth creek crossings shall be included in the unit price bid for pipe installation and no special payment will be made for these crossings.

15.4 Casing pipe unit price bids shall include the cost of boring or jacking under railroads and highways and shall include the cost of steel casing pipe. Carrier pipe will be paid for under the unit price bid for installing lines as described in Article 2.2 of this section.

15.5 Sidewalk/driveway crossings when included as a bid item shall include the extra cost of free-boring or the removal and disposal of existing pavement and replacement with new construction. Payment for pavement replacement will be on the basis of linear feet installed. Width for payment for a standard trench crossing is shown in the Standard Details. When sidewalk/driveway crossings or replacement are not included as a bid item, their costs shall be considered subsidiary to the bid for pipe installation.

## **END OF SECTION 15102**

## SECTION 15103

### PRESSURE TESTING AND STERILIZATION

#### 1.0 TESTING

1.1 After the pipe has been laid, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic pressure test of at least 1.5 times the working pressure at the point of testing, but in no case less than that required by other Sections herein. In addition, a leakage test shall be conducted concurrently with the pressure test.

#### 1.2 PRESSURE TEST

A. Test pressure shall:

1. Not be less than 1.25 times the working pressure at the highest point along the test section.
2. Not exceed pipe or thrust restraint design pressures at the lowest point along the test section.
3. Be of at least six (6) hour duration unless otherwise stipulated by Owner.
4. Not vary by more than plus or minus 5 psi.
5. Not exceed twice the rated pressure of the valves or hydrants when the pressure of the test section includes closed gate valves or hydrants.
6. Not exceed the rated pressure of resilient seat butterfly valves when used.

B. Each valved section of pipe shall be filled with water slowly and the specified test pressure, based on the elevation of the lowest point of the line or section under test and corrected to the elevation of the test gauge, shall be applied by means of a pump connected to the pipe in a manner satisfactory to the Engineer.

C. Before applying the specified test pressure, air shall be expelled completely from the pipe, valves, and hydrants. If permanent air vents are not located at all high points, the contractor shall install corporation cocks at such points so that the air can be expelled as the line is filled with water. After all the air has been expelled, the corporation cocks shall be closed and the test pressure applied. At the conclusion of the pressure test, the corporation cocks shall be removed and plugged, or left in place at the discretion of the Engineer.

- D. All exposed pipe, fittings, valves, hydrants, and joints shall be examined carefully during the test. Any damage or defective pipe, fittings, valves, hydrants or other appurtenances that are discovered during or following the pressure test shall be repaired or replaced with sound equipment and materials, and the test shall be repeated until all test results are satisfactory in the opinion of the Engineer.

### 1.3 LEAKAGE TESTING

- A. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, to maintain pressure within 5 psi of the specified test pressure after the air in the pipeline has been expelled and the pipe has been filled with water.
- B. No pipe installation will be accepted if the leakage is greater than that determined by the following formula:

$$\frac{\sqrt{\quad}}{\quad}$$

ND P

in which L is the allowable leakage, 200 gallons per hour; N is the length of pipeline tested in feet; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test, in pounds per square inch gauge.

1. Allowable leakage at various pressures is shown in Table K-1.
  2. When testing against closed metal-seated valves, an additional leakage per closed valve of 0.0078 gal/hr/in of nominal valve size shall be allowed.
  3. When hydrants are in the test section, the test shall be made through the open isolation valve and against the closed hydrant valve.
- C. Acceptance shall be determined on the basis of allowable leakage. If any test of pipe laid discloses leakage greater than that specified in Section 1.03.B the Contractor shall, at his own expense, locate and repair the defective material until the leakage is within the specified allowance.

All visible leaks are to be repaired regardless of the amount of leakage.

Table K-1  
Allowable Leakage Per 1,000 Ft. Of Pipeline (GPH)

Avg. Test Pressure (psi)	Nominal Pipe Diameter (Inches)								
	2	3	4	6	8	10	12	14	16
450	0.32	0.48	0.64	0.95	1.27	1.59	1.91	2.23	2.55
400	0.30	0.45	0.60	0.90	1.20	1.50	1.80	2.10	2.40
350	0.28	0.42	0.56	0.84	1.12	1.40	1.69	1.97	2.25
300	0.26	0.39	0.52	0.78	1.04	1.30	1.56	1.82	2.08
275	0.25	0.37	0.50	0.75	1.00	1.24	1.49	1.74	1.99
250	0.24	0.36	0.47	0.71	0.95	1.19	1.42	1.66	1.90
225	0.23	0.34	0.45	0.68	0.90	1.13	1.35	1.58	1.80
200	0.21	0.32	0.43	0.64	0.85	1.06	1.28	1.48	1.70
175	0.20	0.30	0.40	0.59	0.80	0.99	1.19	1.39	1.59
150	0.19	0.28	0.37	0.55	0.74	0.92	1.10	1.29	1.47
125	0.17	0.25	0.34	0.50	0.67	0.84	0.01	1.18	1.34
100	0.15	0.23	0.30	0.45	0.60	0.75	0.90	1.05	1.20

Avg. Test Pressure (psi)	Nominal Pipe Diameter (Inches)							
	18	20	24	30	36	42	48	54
450	2.87	3.18	3.82	4.78	5.73	6.69	7.65	8.60
400	2.70	3.00	3.60	4.50	5.41	6.31	7.21	8.11
350	2.53	2.81	3.37	4.21	5.06	5.90	6.74	7.58
300	2.34	2.60	3.12	3.90	4.68	5.46	6.24	7.02
275	2.24	2.49	2.99	3.73	4.48	5.23	5.98	6.72
250	2.14	2.37	2.85	3.56	4.27	4.99	5.70	6.41
225	2.03	2.35	2.70	3.38	4.05	4.73	5.41	6.03
200	1.91	2.12	2.55	3.19	3.82	4.46	5.09	5.73
175	1.79	1.98	2.38	2.98	3.58	4.17	4.77	5.36
150	1.66	1.84	2.21	2.76	3.31	3.86	4.41	4.97
125	1.51	1.68	2.01	2.52	3.02	3.53	4.03	4.53
100	1.35	1.50	1.80	2.25	2.70	3.15	3.60	4.05

## 2.0 STERILIZATION

### 2.1 GENERAL

It is the intent of this Section to present essential procedures for disinfecting new and repaired water mains. This Section is patterned after AWWA C651. The basic procedure comprises:

- A. Preventing contaminating materials from entering the water mains during construction or repair and removing by flushing materials that may have entered the water main.
- B. Disinfecting any residual contamination that may remain.
- C. Determining the bacteriologic quality by laboratory test after disinfection.

### 2.2 PREVENTIVE MEASURES DURING CONSTRUCTION

- A. Precautions shall be taken to protect pipe interiors, fittings, and valves against contamination. Pipe delivered for construction shall be strung so as to minimize entrance of foreign material. When pipe laying is not in progress, for example at the close of the day's Work, all openings in the pipe line shall be closed by water tight plugs. Joints of all pipe in the trench shall be completed before Work is stopped. If water accumulates in the trench, the plugs shall remain in place until the trench is dry.

If dirt that, in the opinion of the Engineer, will not be removed by the flushing operation (Section 2.3) enters the pipe, the interior of the pipe shall be cleaned and swabbed as necessary, with a five (5%) percent hypochlorite disinfecting solution.

- B. Packing Materials and Joints—No contaminated material or any material capable of supporting prolific growth of micro-organisms shall be used for sealing joints. Packing material shall be handled in such a manner as to avoid contamination. Where applicable, packing materials must conform to AWWA standards. Packing material for cast iron pipe must conform to AWWA C600. Yarning or packing material shall consist of molded or tubular rubber rings, rope of asbestos or treated paper. Materials such as jute or hemp shall not be used. The lubricant used in the installation of sealing gaskets shall be suitable for use in potable water. It shall be delivered to the job in enclosed containers and shall be kept clean.

## 2.3 PRELIMINARY FLUSHING

The main shall be flushed prior to disinfection unless disinfected by the method in Section 2.04.B.1. It is recommended that the flushing velocity be not less than 2.5 ft/sec. The rate of flow required to produce this velocity in various diameters is shown in Table K-2. No site for flushing should be chosen unless it has been determined that drainage is adequate at the site.

**Table K-2  
Required Openings To Flush Pipelines  
(40-PSI Residual Pressure)**

Pipe Size (in.)	Flow Required to Produce 2.5 fps Velocity (gpm)	Orifice Size (in.)	Hydrants Required	
			Number of Hydrants	Nozzle Size (in.)
4	100	15/16	1	2 1/2
6	220	1 3/8	1	2 1/2
8	390	1 7/8	1	2 1/2
10	610	2 5/16	1	2 1/2
12	880	2 13/16	1	2 1/2
14	1,200	3 1/4	2	2 1/2
16	1,565	3 5/8	2	2 1/2
18	1,980	4 3/16	2	2 1/2

## 2.4 FORM OF CHLORINE FOR DISINFECTION

The most common forms of chlorine used in the disinfecting solutions are liquid chlorine (gas at atmospheric pressure), calcium hypochlorite granules, and sodium hypochlorite solutions.

### A. Liquid Chlorine

1. Use: Liquid chlorine shall be used only when suitable equipment is available and only under the direct supervision of a person familiar with the physiological, chemical, and physical properties of this element and who is properly trained and equipped to handle any emergency that may arise. Introduction of chlorine-gas directly from the supply cylinder is unsafe and shall not be permitted.

NOTE: The preferred equipment consists of a solution fed chlorinator in combination with a booster pump for injecting the chlorine-gas water mixture into the main to be disinfected. Direct feed chlorinators are not recommended because their use is limited

to situations where the water pressure is lower than the chlorine cylinder pressure.

B. Hypochlorites

1. Calcium Hypochlorite: Calcium hypochlorite contains seventy (70%) percent available chlorine by weight. It is either granular or tabular in form. The tablets, 6-8 to the ounce, are designed to dissolve slowly in water. Calcium hypochlorite is packaged in containers of various types and sizes ranging from small plastic bottles to one hundred (100) pound drums.

A chlorine-water solution is prepared by dissolving the granules in water in the proportion requisite for the desired concentration.

2. Sodium Hypochlorite: Sodium hypochlorite is supplied in strengths from five and one-quarter (5.25%) to sixteen (16%) percent available chlorine. It is packaged in liquid form in glass, rubber, or plastic containers ranging in size from one (1) quart bottles to five (5) gallon carboys. It may also be purchased in bulk for delivery by tank truck.

The chlorine-water solution is prepared by adding hypochlorite to water. Product deterioration must be reckoned with in computing the quantity of sodium hypochlorite required for the desired concentration.

3. Application: The hypochlorite solutions shall be applied to the water main with a gasoline or electrically powered chemical feed pump designed for feeding chlorine solutions. For small applications, the solutions may be fed with a hand pump, for example, a hydraulic test pump. Feed lines shall be of such material and strength as to withstand safely the maximum pressures that may be created by the pumps. All connections shall be checked for tightness before the hypochlorite solution is applied to the main.

## 2.5 METHODS OF CHLORINE APPLICATION

- A Continuous Feed Method: This method is suitable for general application.

1. Water from the existing distribution system or other approved sources of supply shall be made to flow at a constant, measured rate into the newly-laid pipe line. The water shall receive a dose of chlorine, also fed at a constant, measured rate. The two rates shall be proportioned so that the chlorine concentration in the water in

the pipe is maintained at a minimum of 50 mg/L available chlorine. To assure that this concentration is maintained, the chlorine residual should be measured at regular intervals in accordance with the procedures described in the current edition of Standard Methods and AWWA M12—Simplified Procedures for Water Examination.

NOTE: In the absence of a meter, the rate may be determined either by placing a pitot gauge at the discharge or by measuring the time to fill a container of known volume.

Table K-3 gives the amount of chlorine residual required for each one hundred (100) feet of pipe of various diameters. Solutions of one (1%) percent chlorine may be prepared with sodium hypochlorite or calcium hypochlorite. The latter solution requires approximately one pound (1 lb.) of calcium hypochlorite in eight and five tenths (8.5) gallons of water.

**Table K-3**  
**Chlorine Required To Produce 50 mg/L Concentration**  
**In 100 Ft. Of Pipe (By Diameter)**

Pipe Size (in.)	100 Percent Chlorine (lb)	1 Percent Chlorine Solutions (gal)
4	0.027	0.33
6	0.061	0.73
8	0.108	1.30
10	0.170	2.04
12	0.240	2.88

2. During the application of the chlorine, valves shall be manipulated to prevent the treatment dosage from flowing back into the line supplying the water. Chlorine application shall not cease until the entire main is filled with the chlorine solution. The chlorinated water shall be retained in the main for at least twenty-four (24) hours during which time all valves and hydrants in the section treated shall be operated in order to disinfect the appurtenances. At the end of this twenty-four (24) hour period, the treated water shall contain no less than 25 mg/L chlorine throughout the length of the main.
- B. Slug Method: This method is suitable for use with mains of large diameter for which, because of the volumes of water involved, the continuous feed method is not practical.

1. Water from the existing distribution system or other approved source of supply shall be made to flow at a constant, measured rate (see section 2.5.1.1) into the newly laid pipe line. The water shall receive a dose of chlorine also fed at a constant, measured rate. The two rates shall be proportioned so that the concentration in the water entering the pipe line is maintained at no less than 300 mg/L. The chlorine shall be applied continuously and for a sufficient period to develop a solid column or "slug" of chlorinated water that will, as it passes along the line, expose all interior surfaces to a concentration of at least 300 mg/L for at least three (3) hours. The application shall be checked at a tap near the upstream end of the line by chlorine residual measurements.
2. As the chlorinated water flows past tees and crosses, related valves and hydrants shall be operated as to disinfect appurtenances.

## 2.6 FINAL FLUSHING

After the applicable retention period, the heavily chlorinated water shall be flushed from the main until the chlorine concentration in the water leaving the main is no higher than that generally prevailing in the system, or less than 1 mg/L. Chlorine residual determination shall be made to ascertain that the heavily chlorinated water has been removed from the pipe line.

## 2.7 BACTERIOLOGIC TESTS

1. After final flushing, and before the water main is placed in service, a sample or samples shall be collected from the end of the line and tested for bacteriologic quality and shall show the absence of coliform organisms. If the number and frequency of samples is not prescribed by the public health authority having jurisdiction, at least one (1) sample shall be collected from chlorinated supplies where a chlorine residual is maintained throughout the new main. From unchlorinated supplies at least two (2) samples shall be collected at least twenty-four (24) hours apart.
2. Samples for bacteriologic analysis shall be collected in sterile bottles treated with sodium thiosulphate. No hose or fire hydrant shall be used in collection of samples. A suggested sampling tap consists of a standard corporation cock installed in the main with a copper tube gooseneck assembly. After samples have been collected, the gooseneck assembly may be removed, and retained for future use.

## 2.8 REPETITION OF PROCEDURE

If the initial disinfection fails to produce satisfactory samples, disinfection shall be repeated until satisfactory samples have been obtained. The tablet method cannot be used in these subsequent disinfections. When the sample tests indicate that disinfection has been effective, the main may be placed in service.

## 2.9 PROCEDURE AFTER CUTTING INTO OR REPAIRING EXISTING MAINS

The procedures outlined in this Section apply primarily when mains are wholly or partially dewatered. Leaks or breaks that are repaired with clamping devices while the mains remain full of water under pressure present little danger of contamination and require no disinfection.

- A. Trench "Treatment": When an old line is opened, either by accident or by design, the excavation will likely be wet and may be badly contaminated from nearby sewers. Liberal quantities of hypochlorite applied to open trench areas will lessen the danger from such pollution. Tablets have the advantage in such a situation because they dissolve slowly and continue to release hypochlorite as water is pumped from the excavation.
- B. Main Disinfection: The following procedure is considered as a minimum that may be used.
  - 1. Swabbing With Hypochlorite Solution: The interior of all pipe and fittings used in making the repair (particularly couplings and tapping sleeves) shall be swabbed with a five (5%) percent hypochlorite solution before they are installed.
  - 2. Flushing: Thorough flushing is the most practical means of removing contamination introduced during repairs. If valving and hydrant locations permit, flushing from both directions is recommended. Flushing shall be started as soon as the repairs are completed and continued until discolored water is eliminated.
  - 3. Slug Method: Where practicable, in addition to the procedures of section 2.9.2.1, a section of main in which the break is located shall be isolated, all service connections shut off, and the section flushed and chlorinated as described in section 2.5.2, except that the dose may be increased to as much as 500 mg/L, and the contact time reduced to as little as one-half (1/2) hour. After chlorination, flushing shall be resumed and continued until discolored water is eliminated.

- C. Sampling: Bacteriologic samples shall be taken after repairs to provide a record by which the effectiveness of the procedures used can be determined. If the direction of flow is unknown, samples shall be taken on each side of the main break.

### **3.0 PAYMENT**

No separate payment shall be made for testing and sterilization of water lines. Items described in this Section shall be incidental to the cost of installing the water line.

**END OF SECTION 15103**

## **Nationwide Permit 58 - Utility Line Activities for Water and Other Substances**

Effective Date: March 15, 2021; Expiration Date: March 14, 2026

(NWP Final Notice, 86 FR 2744)

### **Nationwide Permit 58 - Utility Line Activities for Water and Other Substances.**

Activities required for the construction, maintenance, repair, and removal of utility lines for water and other substances, excluding oil, natural gas, products derived from oil or natural gas, and electricity. Oil or natural gas pipeline activities or electric utility line and telecommunications activities may be authorized by NWPs 12 or 57, respectively. This NWP also authorizes associated utility line facilities in waters of the United States, provided the activity does not result in the loss of greater than 1/2-acre of waters of the United States for each single and complete project.

*Utility lines:* This NWP authorizes discharges of dredged or fill material into waters of the United States and structures or work in navigable waters for crossings of those waters associated with the construction, maintenance, or repair of utility lines for water and other substances, including outfall and intake structures. There must be no change in pre-construction contours of waters of the United States. A “utility line” is defined as any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose that is not oil, natural gas, or petrochemicals. Examples of activities authorized by this NWP include utility lines that convey water, sewage, stormwater, wastewater, brine, irrigation water, and industrial products that are not petrochemicals. The term “utility line” does not include activities that drain a water of the United States, such as drainage tile or french drains, but it does apply to pipes conveying drainage from another area.

Material resulting from trench excavation may be temporarily sidecast into waters of the United States for no more than three months, provided the material is not placed in such a manner that it is dispersed by currents or other forces. The district engineer may extend the period of temporary side casting for no more than a total of 180 days, where appropriate. In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench. The trench cannot be constructed or backfilled in such a manner as to drain waters of the United States (e.g., backfilling with extensive gravel layers, creating a french drain effect). Any exposed slopes and stream banks must be stabilized immediately upon completion of the utility line crossing of each waterbody.

*Utility line substations:* This NWP authorizes the construction, maintenance, or expansion of substation facilities associated with a utility line in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not result in the loss of greater than 1/2-acre of waters of the United States. This NWP does not authorize discharges of dredged or fill material into non-tidal wetlands adjacent to tidal waters of the United States to construct, maintain, or expand substation facilities.

*Foundations for above-ground utility lines:* This NWP authorizes the construction or maintenance of foundations for above-ground utility lines in all waters of the United States, provided the foundations are the minimum size necessary.

*Access roads:* This NWP authorizes the construction of access roads for the construction and maintenance of utility lines, including utility line substations, in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. This NWP does not authorize discharges of dredged or fill material into non-tidal wetlands adjacent to tidal waters for access roads. Access roads must be the minimum width necessary (see Note 2, below). Access roads must be constructed so that the length of the road minimizes any adverse effects on waters of the United States and must be as near as possible to pre-construction contours and elevations (e.g., at grade corduroy roads or geotextile/gravel roads). Access roads constructed above pre-construction contours and elevations in waters of the United States must be properly bridged or culverted to maintain surface flows.

This NWP may authorize utility lines in or affecting navigable waters of the United States even if there is no associated discharge of dredged or fill material (see 33 CFR part 322). Overhead utility lines constructed over section 10 waters and utility lines that are routed in or under section 10 waters without a discharge of dredged or fill material require a section 10 permit.

This NWP authorizes, to the extent that Department of the Army authorization is required, temporary structures, fills, and work necessary for the remediation of inadvertent returns of drilling fluids to waters of the United States through sub-soil fissures or fractures that might occur during horizontal directional drilling activities conducted for the purpose of installing or replacing utility lines. These remediation activities must be done as soon as practicable, to restore the affected waterbody. District engineers may add special conditions to this NWP to require a remediation plan for addressing inadvertent returns of drilling fluids to waters of the United States during horizontal directional drilling activities conducted for the purpose of installing or replacing utility lines.

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

**Notification:** The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) a section 10 permit is required; or (2) the discharge will result in the loss of greater than 1/10-acre of waters of the United States. (See general condition 32.) (Authorities: Sections 10 and 404)

**Note 1:** Where the utility line is constructed, installed, or maintained in navigable waters of the United States (i.e., section 10 waters) within the coastal United States, the Great Lakes, and United States territories, a copy of the NWP verification will be sent by the Corps to the National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), for charting the utility line to protect navigation.

**Note 2:** For utility line activities crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Utility line activities must comply with 33 CFR 330.6(d).

**Note 3:** Access roads used for both construction and maintenance may be authorized, provided they meet the terms and conditions of this NWP. Access roads used solely for construction of the utility line must be removed upon completion of the work, in accordance with the requirements for temporary fills.

**Note 4:** Pipes or pipelines used to transport gaseous, liquid, liquescent, or slurry substances over navigable waters of the United States are considered to be bridges, not utility lines, and may require a permit from the U.S. Coast Guard pursuant to the General Bridge Act of 1946. However, any discharges of dredged or fill material into waters of the United States associated with such pipelines will require a section 404 permit (see NWP 15).

**Note 5:** This NWP authorizes utility line maintenance and repair activities that do not qualify for the Clean Water Act section 404(f) exemption for maintenance of currently serviceable fills or fill structures.

**Note 6:** For activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b)(4) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

## **2021 Nationwide Permit General Conditions**

**Note:** To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific

conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. **Navigation.** (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. **Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. **Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. **Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. **Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. **Adverse Effects From Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. **Management of Water Flows.** To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. **Fills Within 100-Year Floodplains.** The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. **Equipment.** Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. **Soil Erosion and Sediment Controls.** Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. **Removal of Temporary Structures and Fills.** Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. **Proper Maintenance.** Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. **Single and Complete Project.** The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. **Wild and Scenic Rivers.** (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. **Tribal Rights.** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. **Endangered Species.** (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of “effects of the action” for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA

section 7 regarding “activities that are reasonably certain to occur” and “consequences caused by the proposed action.”

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP.

(e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where

"take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. **Migratory Birds and Bald and Golden Eagles.** The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. **Historic Properties.** (a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate

documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. **Discovery of Previously Unknown Remains and Artifacts.** Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. **Designated Critical Resource Waters.** Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. **Mitigation.** The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address

documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

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

25. **Water Quality.** (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401,

a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. **Coastal Zone Management.** In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

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

28. **Use of Multiple Nationwide Permits.** The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. **Transfer of Nationwide Permit Verifications.** If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

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(Transferee)

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(Date)

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

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the

certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

**31. Activities Affecting Structures or Works Built by the United States.** If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

**32. Pre-Construction Notification.** (a) *Timing.* Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33

CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed activity;
- (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
- (4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.
- (ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.
- (iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided

results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification*: The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) *Agency Coordination*: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will

consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

## **2021 District Engineer's Decision**

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the single and complete crossings of waters of the United States that require PCNs to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district

engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant

submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

## **2021 Further Information**

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

## **2021 Nationwide Permit Definitions**

**Best management practices (BMPs):** Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

**Compensatory mitigation:** The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

**Currently serviceable:** Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

**Direct effects:** Effects that are caused by the activity and occur at the same time and place.

**Discharge:** The term “discharge” means any discharge of dredged or fill material into waters of the United States.

**Ecological reference:** A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat

type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

**Enhancement:** The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

**Establishment (creation):** The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

**High Tide Line:** The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

**Historic Property:** Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

**Independent utility:** A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

**Indirect effects:** Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

**Loss of waters of the United States:** Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. The loss of stream bed includes the acres of stream bed that are permanently adversely affected by filling or excavation because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters or wetlands for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

**Navigable waters:** Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

**Non-tidal wetland:** A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

**Open water:** For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of “open waters” include rivers, streams, lakes, and ponds.

**Ordinary High Water Mark:** The term ordinary high water mark means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

**Perennial stream:** A perennial stream has surface water flowing continuously year-round during a typical year.

**Practicable:** Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

**Pre-construction notification:** A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The

request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

**Preservation:** The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

**Re-establishment:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

**Rehabilitation:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

**Restoration:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

**Riffle and pool complex:** Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

**Riparian areas:** Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

**Shellfish seeding:** The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable

substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

**Single and complete linear project:** A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

**Single and complete non-linear project:** For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

**Stormwater management:** Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

**Stormwater management facilities:** Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

**Stream bed:** The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

**Stream channelization:** The manipulation of a stream’s course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized jurisdictional stream remains a water of the United States.

**Structure:** An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef,

permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

**Tidal wetland:** A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

**Tribal lands:** Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

**Tribal rights:** Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

**Vegetated shallows:** Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

**Waterbody:** For purposes of the NWP, a waterbody is a “water of the United States.” If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)).

## **ADDITIONAL INFORMATION**

Information about the U.S. Army Corps of Engineers Regulatory Program, including nationwide permits, may also be accessed at  
<http://www.swt.usace.army.mil/Missions/Regulatory.aspx> or  
<http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits.aspx>

# Standard Sanitary Sewer Bid Item Descriptions

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

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

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

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

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

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

**S CONCRETE PIPE ANCHOR** This item shall be constructed on the sewer pipe at the locations shown on the plans in accordance with sanitary sewer specifications and standard drawings. Payment for concrete anchors will be made at the contract unit price each in place complete and ready for use. Each concrete anchor of sewer pipe or force main shall be paid under one bid item per contract regardless of the sizes of carrier pipe being anchored in the contract. No separate bid items will be established for size variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

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

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

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

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

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

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

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

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

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

**S FORCE MAIN AIR RLS/VAC VLV** This bid item description shall apply to all force main air release/vacuum valve installations of every size except those defined as “Special”. This item shall include the air release/vacuum valve, main to valve connecting line or piping, manhole/vault/structure, access casting or doors, tapping the main, labor, equipment, excavation, proper backfill and restoration required to install the air release/vacuum valve at the location shown on the plans or as directed in accordance with the specifications and standard drawings complete and ready for use. All air release/vacuum valves on a project shall be paid under one bid item regardless of size. No separate pay items will be established for size variations. Only in the case of the uniqueness of a particular air release/vacuum valve would a separate bid item be established. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

**S FORCE MAIN POINT RELOCATE** This item is intended for payment for horizontal and/or vertical relocation of a short length of an existing main at the locations shown on the plans. This bid item is to be used to relocate an existing force main at point locations such as to clear a conflict at a

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

**S FORCE MAIN TAP SLEEVE/VALVE RANGE 1 OR 2** This item shall include the specified tapping sleeve, valve, valve box, concrete pad around valve box (when required in specifications or plans), labor, and equipment to install the specified tapping sleeve and valve, complete and ready for use in accordance with the plans and specifications. The size shall be the measured internal diameter of the live pipe to be tapped. The size tapping sleeve and valve to be paid under sizes 1 or 2 shall be as follows:

- Range 1 = All live tapped main sizes up to and including 8 inches
- Range 2 = All live tapped main sizes greater than 8 inches

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

**S FORCE MAIN TIE-IN** This bid description shall be used for all force main tie-in bid items of every size except those defined as "Special". This item includes all labor, equipment, excavation, fittings, sleeves, reducers, couplings, blocking, anchoring, restoration, testing and backfill required to make the force main tie-in as shown on the plans and in accordance with the specifications complete and ready for use. This bid item shall include purge and sanitary disposal of any sewage from any abandoned segments of force main. Pipe for tie-ins shall be paid under separate bid items. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

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

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

**S LATERAL CLEANOUT** This item shall be for payment for installation of a cleanout in a service lateral line. This item shall include furnishing and installation of a tee, vertical pipe of whatever length required, and threaded cap. The cleanout shall extend from the lateral to final grade elevation. The size of the cleanout shall be equivalent to the size of the lateral. The cleanout materials shall meet the same specification as those for the lateral. The cleanout shall be installed at the locations shown on the plans or as directed by the engineer. Only one pay item shall be established for cleanout installation. No separate pay items shall be established for size or height variances. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

**S LATERAL LONG SIDE** This bid item description shall apply to all service lateral installations of every size up to and including 6 inch internal diameter, except those lateral bid items defined as "Special". This item includes the specified piping material, main tap, bends, clean outs, labor, equipment, excavation, backfill, testing, and restoration, at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready for use. This bid item is to pay for service lateral installations where the ends of the lateral connection are on opposite sides of the public roadway. The new lateral must cross the centerline of the public roadway to qualify for payment as a long side lateral. The length of the service lateral is not to be specified. Payment under this item shall not be restricted by a minimum or maximum length. The contractor shall draw his own conclusions as to the length of piping that may be needed. Payment under this item shall include boring, jacking, or excavating across the public roadway for placement. Placement of a service lateral across a private residential or commercial entrance alone shall not be reason to make payment under this item. Private or commercial entrances shall not be considered a public roadway in defining payment under this item. No additional payment will be made for rock excavation or for bedding required in rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

**S LATERAL SHORT SIDE** This bid item description shall apply to all service lateral installations of every size up to and including 6 inch, except those lateral bid items defined as “Special”. This item includes the specified piping material, main tap tee, bends, clean outs, labor, equipment, excavation, backfill, testing, and restoration, at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready for use. This bid item is to pay for lateral installations where both ends of the lateral connection are on the same side of the public roadway, or when an existing lateral crossing a public roadway will remain and is being extended, reconnected, or relocated with all work on one side of the public roadway centerline as shown on the plans. The length of the service lateral is not to be specified and shall not be restricted to any minimum or maximum length. Payment shall be made under this item even if the lateral crosses a private residential or commercial entrance; but, not a public roadway. Private or commercial entrances shall not be considered a public roadway in defining payment under this item. The contractor shall draw his own conclusions as to the length of piping that may be needed. No additional payment will be made for rock excavation or for bedding required in rock excavation. Please refer to the Utility Company’s Specifications. If the Company does not have specifications, KYTC’s Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

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

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

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

**S MANHOLE ADJUST TO GRADE** Payment under this item is for the adjustment of sanitary sewer casting elevation on all sizes of existing sanitary manholes. This work shall be performed in accordance with the sanitary sewer specifications. Payment shall be made under this bid item regardless of the amount of adjustment necessary to a sanitary sewer manhole casting or diameter of the manhole. Work under this pay item may be as simple as placing a bed of mortar under a casting; but, shall also be inclusive of installation of adjusting rings, and /or addition, removal, or replacement of barrel sections. The existing casting is to be reused unless a new casting is specified on the plans. New casting, when specified, shall be paid as a separate bid item. Anchoring of the casting shall be incidental to this item. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

**S MANHOLE CASTING STANDARD** Payment under this bid items is for furnishing of a new standard traffic baring casting for sanitary manholes meeting the requirements of the sanitary sewer specifications and standard drawings. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when installed.

**S MANHOLE CASTING WATERTIGHT** Payment under this bid item is for furnishing of a new watertight traffic baring casting for sanitary manholes meeting the requirements of the sanitary sewer specifications and standard drawings. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when installed.

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

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

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

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

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

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

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

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

**S PIPE** This description shall apply to all PVC and ductile iron gravity sewer pipe bid items of every size and type 8 inches internal diameter and larger, except those bid items defined as "Special". This item includes the pipe specified by the plans and specifications, all fittings (including, but not limited to, tap tees and couplings for joining to existing similar or dissimilar pipes), polyethylene wrap (if required by specification), labor, equipment, excavation, bedding, restoration, pressure or vacuum testing, temporary testing materials, video inspection, backfill, and etc., required to install the specified new pipe and new fittings at the locations shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. This bid item shall include material and placement of flowable fill under existing and proposed pavement, and wherever specified on the plans or in the specifications. No additional payment will be made for rock excavation. Measurement of quantities under this item shall be through fittings and encasements to a point at the outside face of manhole barrels, or to the point of main termination at dead ends or lamp holes. Carrier pipe placed within an encasement shall be paid under this item and shall include casing spacers and end seals. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF).

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

**S PUMP STATION** This item is for payment for installation of sanitary pump stations including above or below ground structure for housing of the pumps. This item shall include all pumps, piping, fittings, valves, electrical components, building materials, concrete, any other appurtenances, labor, equipment, excavation, and backfill, to complete the pump station installation as required by the plans, standard drawings, and specifications, complete and ready for use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall

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

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

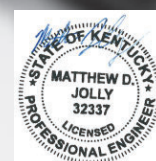
**S STRUCTURE REMOVAL** This item is to be used to pay for removal of larger above or below ground sewer structures such as air release/vacuum valve vaults, pump stations, tanks, and etc. Payment under this time shall not be limited to size or scope; however, structures with connecting pipes of 2 inches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

# Salyersville Ivy Point Relocation Project

SALYERSVILLE WATER WORKS

## TECHNICAL SPECIFICATIONS

MAY 2022



Prepared by:

Summit Engineering  
3205 Summit Square Place  
Lexington, KY 40509

Prepared for:

Salyersville Water Works  
182 College Street  
Salyersville, KY 41501

**Salyersville Ivy Point Relocation Project**  
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**SECTION I**  
**TECHNICAL SPECIFICATIONS**  
**SPECIAL PROVISIONS**

**1.1 SCOPE**

This specification sets forth OWNER'S special project requirements which are UNIQUE to this project. All requirements of this section shall be considered as integral parts of the successful completion of the Project. All items discussed herein are considered incidental to the overall accomplishment of the Project and no separate payment shall be made for these items.

**1.2 START UP PERIOD, SUBSTANTIAL COMPLETION, COMPLETE AND READY FOR FINAL PAYMENT**

1.2.1 Start Up Requirements – For the contract to be deemed ready to commence the startup period, the Contractor shall have completed the following:

- a) ALL sanitary sewer lines (includes all service lines) shall have been acceptance tested,
- b) ALL grinder pump stations shall have been installed, shall have been successfully acceptance tested, and shall be ready to be energized.
- c) Copies of official startup reports for each grinder pump shall have been submitted to the Engineer and,
- d) The Owner's Operators shall have been successfully trained in the operation of the collection system and its components,

1.2.3 Start Up Period - The start up period commences after the startup requirements have been met. During the start up period the Contractor will be required to:

- a) Complete the final plumbing connection of ninety percent (90%) of the residential grinder pumping stations and put stations into service,
- b) Continue work on remaining project items to be completed to reach substantial/final completion.
- c) Be responsible for ALL power, fuel, chemicals, and other consumables.
- d) Be responsible for compliance testing as needed to comply with these specifications.

1.2.4 Substantial Completion – Contract 1 will be deemed substantially complete when ninety percent (90%) of the residential grinder pumping units are fully connected

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and put into service, as well as all major lift stations have been started up and are complete and in service.

1.2.5 Complete and Ready for Final Payment – See general conditions Article 14 requirements.

### 1.3 EXISTING OPERATIONS / SEQUENCE OF WORK

1.3.1 The CONTRACTOR shall coordinate all work through the ENGINEER. The CONTRACTOR shall notify OWNER and ENGINEER at least fourteen calendar days in advance of any shutdown of any wastewater process necessary to perform the work required by the Contract. In no event, shall the CONTRACTOR cause a discharge of raw wastewater into the waters of the Commonwealth.

1.3.2 The CONTRACTOR shall notify the OWNER and ENGINEER at least 10 calendar days prior to any construction activity at the site.

### 1.4 WORKING HOURS

Paragraph 6.3 of the General Conditions is supplemented as follows:

1.4.1 Regular working hours are defined as up to 8 hours per day, Monday through Friday, beginning no earlier than 7:00 a.m. and ending no later than 7:00 p.m., excluding holidays. Whenever the CONTRACTOR is performing any part of the work, with the exception of equipment maintenance and clean-up, OWNER'S representation and/or inspection will be required.

1.4.2 Requests to work other than regular working hours must be submitted to the OWNER'S designated representative, at least 48 hours prior to any proposed weekend work or scheduled extended work weeks, to give the OWNER ample time to arrange for representation and/or inspection during those periods. Periodic unscheduled overtime on weekdays will be permitted provided that two hours notice is provided to OWNER'S designated representative. Maintenance and clean-up may be performed during hours other than regular working hours.

1.4.3 The OWNER incurs additional expense when the CONTRACTOR exceeds regular working hours. Consequently, CONTRACTOR shall reimburse the OWNER for additional engineering and/or inspection costs incurred as a result of overtime work and in excess of the regular working hours stipulated herein. These costs shall be a line item deduction from the CONTRACTOR'S monthly payment request. Overtime costs for OWNER'S personnel shall be based on the individual's current overtime wage rate. Overtime costs for personnel employed by the ENGINEER shall be calculated in accordance with the terms of the ENGINEER'S contract with the OWNER.

1.4.4 Contractor shall perform work in compliance with OSHA (P.L. 91-596) and the Contract Work Hours and Safety Standards Act (P.L. 91-54).

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## **1.5 CONFLICTING ELEMENTS**

In the event of a conflict between the elements of the Contract Documents, the MORE STRINGENT REQUIREMENT ON THE CONTRACTOR SHALL GOVERN.

## **1.6 FISH AND WILDLIFE**

The Contractor shall not remove trees larger than 5-inches in diameter at breast height between the dates, March 31 and October 15.

The Contractor is required to comply with all Indiana Bat Conservation Requirements as set forth by the United States Department of the Interior, Fish and Wildlife Service. It is the Contractor's responsibility to obtain any and all permits or surveys pertaining to the Indiana Bat and bear all costs associate therewith.

**-- THE END --**

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## SECTION II

### TECHNICAL SPECIFICATIONS

#### GENERAL PROVISIONS

#### 2.1 SCOPE

This section of the technical specifications is prepared to establish general requirements applicable to the entire Contract. All items discussed herein are considered incidental to the overall accomplishment of the Contract and no separate payment shall be made for these items.

#### 2.2 IDENTIFICATION OF PARTIES

OWNER -	Salyersville Water Works The OWNER owns and is responsible for the completed wastewater facilities.
ENGINEER -	Registered professional engineer designated by OWNER to provide design, construction inspection, and certification services.
CONTRACTOR-	The entity(s) responsible under contract to OWNER to furnish labor, equipment, etc. to complete the work specified herein.

#### 2.3 RECORD DRAWINGS

The CONTRACTOR shall furnish field marked up record drawings in accordance with the requirements of the 'Submittals' section of these specifications.

#### 2.4 EXISTING UTILITIES AND UNDERGROUND FACILITIES

Attention is called to the presence of existing utilities and underground facilities. The CONTRACTOR is solely responsible to accurately locate, and avoid damage to, all existing utilities and underground facilities. See “Existing Utilities” Section herein.

#### 2.5 SCHEDULES

2.5.1 Progress and Payment Schedules. Within 10 calendar days of Notice of Award, prepare and submit to the ENGINEER a proposed construction progress schedule. The schedule shall be in the form of a bar chart addressing the major project activities. The bar chart shall provide for a comparison of the proposed schedule to actual completion.

2.5.2 Submittal Schedules. Within 10 calendar days of Notice of Award, prepare and submit to the ENGINEER a proposed submittal schedule (See Standard General Conditions).

2.5.3 Schedule Updates. All project schedules shall be updated for each CONTRACTOR pay request.

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2.5.4 WARNING: NO CONTRACTOR PAYMENTS SHALL BE APPROVED BY THE ENGINEER UNTIL ACCEPTABLE PROJECT SCHEDULES HAVE BEEN PROVIDED BY THE CONTRACTOR. CONTRACTOR PAY REQUEST APPLICATIONS WILL BE IMMEDIATELY RETURNED IF THEY ARE NOT ACCOMPANIED BY THE REQUIRED SCHEDULE UPDATES.

## 2.6 STAKING AND MARKING

The ENGINEER will be responsible for providing the survey reference monuments and benchmarks. Construction stakeout and "as built" surveys shall be the responsibility of the CONTRACTOR.

## 2.7 CONSTRUCTION PHOTOGRAPHS

2.7.1 The term "photograph" as used herein refers to a photographic view, including similar exposures taken to assure the usefulness of the photographic record. All photographs shall be taken in color, not black and white.

2.7.2 The CONTRACTOR shall digitally photograph the project limits prior to construction. The same views shall be re-photographed upon completion of all construction activities. In lieu of photography, CONTRACTOR may opt to video the project limits. The CONTRACTOR shall furnish the ENGINEER two copies of this video cassette for a completeness review. NO WORK CAN BE PERFORMED UNTIL THE ENGINEER HAS REVIEWED, AND ACCEPTED, THE PRE-CONSTRUCTION PHOTOGRAPHS AND/OR VIDEOS.

2.7.3 The CONTRACTOR shall have an average of 100 photographs per month made of the work during its progress and twenty (20) photographs of the completed facilities, in addition to those required above in paragraph 2.7.2.

2.7.4 All photographic work shall be done by a qualified, established photographer acceptable to the ENGINEER. A CD containing all construction photographs shall be provided to both the OWNER and ENGINEER upon project completion.

2.7.5 The photographer shall release all copyrights, or other restrictions, on the use of the photographic prints and/or film negatives and/or digital copies.

2.7.6 Each photograph shall have an identification label which provides:

1. Contractor's name
2. Short Description of View
3. Photo No. and Date Taken
4. Photographer's Firm Name

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## **2.8 TESTING**

The cost of all testing shall be borne by the CONTRACTOR unless directed otherwise. CONTRACTOR will not be paid for work performed each period until all necessary testing results have been provided to the ENGINEER in hard copy form.

## **2.9 INSTALLATION REQUIREMENTS**

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as suggested by the respective manufacturers, unless otherwise specified herein.

## **2.10 PROOF OF COMPLIANCE**

See Quality Control - Section IV

## **2.11 MAINTAINING DRAINAGE**

At no time shall the flow of any existing streams or gullies be blocked. Ditches or culverts which become inoperable during the work effort shall be promptly cleaned out.

## **2.12 DUST AND LITTER CONTROL**

All access roads, excavations, embankments, waste areas, etc. within the project boundaries shall be maintained free of dust and litter which could cause a nuisance to others. Dust control shall be performed as the work proceeds and whenever a dust nuisance occurs. From time to time, as the need arises, the construction area shall be policed to collect all scattered litter and debris.

## **2.13 CLEAN UP**

After all construction work is complete, and prior to final inspection, all disturbed areas shall be cleaned and left in a slightly condition. All unused material shall be removed and disposed of properly.

## **2.14 REPAIR OF DAMAGE**

Any damage done to structures, fills, roadways, or other areas shall be repaired at the CONTRACTOR'S expense before final payment is made.

Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing. All repairs or replacements of vegetation will be at the Contractor's expense before final payment is made.

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## **2.15 PROJECT LIMITS**

The CONTRACTOR shall be responsible for satisfying himself as to the construction limits for the project. The CONTRACTOR shall not establish work, storage, or staging areas outside the project limits, unless otherwise directed or approved by the ENGINEER.

## **2.16 BURNING**

There shall be no burning on this Project.

## **2.17 MATERIALS SUITABLY STORED**

Request for payment for stored materials MUST be prepared in compliance with Paragraph 14.02 A.1 of the General Conditions.

## **2.18 EXPLANATION OF MEASUREMENT AND PAYMENT TERMINOLOGY**

The various items of work will be measured and paid for as "Lump Sum," "Each," or by "Unit Prices" as established in these specifications. These methods of payment are defined as follows:

- a) Lump Sum: When this term is used as an item of payment, it shall be inferred that the complete structure, structural unit or element of work is specified as the unit measurement. As such, it will be construed to include all necessary materials and accessories required for installation. No final measurements will be made.
- b) Each: The definition for Lump Sum applies to the term "each" except more than one may be included in the Project and the actual number installed will be the final measurement.
- c) Unit Price Quantities: When unit price quantities for a specific portion of the project are designated in the Contract Documents as the pay quantity, actual quantities for such specified portion serve as the basis for payment. Actual quantities shall be determined by the differences in measurements taken before and after construction.
- d) Plan Quantities: When the specifications indicate that 'Plan Quantities' are the basis of payment, the design quantities enumerated on the bid schedule shall be the final pay quantity unless the related dimensions in the Drawings are revised by the Engineer.

**-- THE END --**

TS-III-1

## SECTION III

### TECHNICAL SPECIFICATIONS

#### SUBMITTALS

#### 3.1 SCOPE

This specification sets forth the procedure to be employed in submitting and processing all CONTRACTOR submittals.

#### 3.2 SHOP DRAWINGS

3.2.1 The CONTRACTOR shall submit for the review of the ENGINEER Shop Drawings for all fabricated work and for all manufactured items required to be furnished in the Contract in accordance with the General Conditions and as specified herein. Shop Drawings shall be submitted in sufficient time to allow at least twenty-one (21) calendar days after receipt of the Shop Drawings from the CONTRACTOR for checking and processing by the ENGINEER.

3.2.2 ENGINEER's review of the CONTRACTOR's drawings shall be considered as a gratuitous service, given as assistance to the CONTRACTOR in interpreting the requirements of the Contract, and in no way shall it relieve the CONTRACTOR of any of his responsibilities under the Contract. Any fabrication, erection, setting or other Work done in advance of the receipt of Shop Drawings returned by the ENGINEER and noted as "Approved" or "Approved as Noted" shall be entirely at the CONTRACTOR's risk. The ENGINEER's review will be confined to general arrangement and compliance with the design concept and Specifications only, and will not be for the purpose of checking dimensions, weights, clearances, fitting, tolerances, interferences, coordination of trades, etc.

3.2.3 Unless otherwise stated elsewhere in the Contract Drawings, a total of six (6) copies of all reviewed Shop Drawings shall be furnished to the ENGINEER for his use in accordance with the following sequence of operations:

- A) Initially six copies and one (1) reproducible copy shall be submitted to the Engineer for review. The ENGINEER will return one (1) copy and the reproducible copy to the CONTRACTOR after review.
- B) When Shop Drawings are returned for correction, they shall be immediately corrected and resubmitted for review as described above, and such procedures will not be considered as grounds for delay in completing the Work.
- C) Shop Drawings submitted by subcontractors shall be sent directly to the CONTRACTOR for preliminary checking. The CONTRACTOR shall be responsible for their submission to the ENGINEER at the proper time so as to prevent delays in delivery of materials.

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- D) The CONTRACTOR shall thoroughly check all subcontractors Shop Drawings as regards to measurements, sizes of members, materials and details to satisfy himself that they conform to the intent of the Specifications. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors by the CONTRACTOR for correction before submitting them to the ENGINEER. Before submission, the CONTRACTOR shall mark (stamp) the drawings as being checked and approved by him, dated and signed. The CONTRACTOR's approval (stamp) shall constitute a representation that all quantities, dimensions, field construction criteria, materials, catalog numbers, performance criteria and similar data have been verified and that, in his opinion, the submittal fully meets the requirements of the Contract Documents and the scope of work involved. Shop Drawings that are not stamped will not be reviewed.
- E) All details on Shop Drawings submitted for review shall clearly show the relation of the various parts and where the Work depends upon field measurements, such measurements shall be obtained by the CONTRACTOR and noted on the Shop Drawings before being submitted to the ENGINEER for review.
- F) All submissions shall be properly referenced to indicate clearly the specification section, location, service and function of each particular item. All submissions for one item or group of related items shall be complete. The ENGINEER reserves the right to reject manufacturer's publications in the form of catalogues, pamphlets, or other data sheets when they are submitted in lieu of prepared Shop Drawings. Such submissions shall specifically indicate the item for which approval is requested. Identification of items shall be made in ink, and submissions showing only general information are not acceptable.
- G) If the Shop Drawings contain any departures from the Contract requirements, specific mention thereof shall be made in the CONTRACTOR's letter of transmittal. Where such departures require revisions to layouts or structural changes to the Work, the CONTRACTOR shall, at his own expense, prepare and submit for approval revised layout and structural drawings. Such drawings shall be of the size approved by the ENGINEER.
- H) All shop drawings shall be in English.

3.2.4 The ENGINEER will review the first and second shop drawing submittals at no cost to the CONTRACTOR. Review of the third submittal and any subsequent submittal will be at the CONTRACTOR's expense. Payment will be deducted from the Contract amount at a rate of 3 times direct labor cost plus expense.

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### **3.3 RECORD DRAWINGS**

3.3.1 The Record Drawings shall consist of the Contract Drawings (updated to 'As Built' conditions) and the approved Shop Drawings in reproducible form and shall be submitted to the ENGINEER at any time upon request during construction, but no later than the Final Inspection.

3.3.2 Contract Drawings shall be legibly marked to record actual construction including:

- A) All deviations in location or elevation of any underground installation from that shown on the Contract Drawings.
- B) Any significant changes in above ground installation from approved Shop Drawings or Contract Drawings.
- C) No such deviations from the Contract Drawings or approved Shop Drawings shall be made without approval by the ENGINEER.

3.3.3 Specifications and addenda shall be legibly marked up to record:

- A) Manufacturer, trade name, catalog number, and Supplier of each product and item of equipment actually installed.
- B) Changes made by Change Order or Field Order.
- C) Other matters not originally specified.

3.3.4 Shop Drawings shall be legibly annotated to record changes made after review.

3.3.5 Reproducible Record Drawings shall be submitted in accordance with the General Conditions, Supplementary Conditions, and General Requirements.

### **3.4 MEASUREMENT AND PAYMENT**

Submittals shall be considered a part of CONTRACTOR'S Lump Sum Bid for "Mobilization/DeMobilization" and shall not be measured for separate payment.

**-- THE END --**

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**SECTION IV**  
**TECHNICAL SPECIFICATIONS**  
**QUALITY CONTROL**

**4.1 CODES, STANDARDS AND INDUSTRY SPECIFICATIONS**

A) Material or operations specified by reference to published specifications of a manufacturer, testing agency, society, association or other published standards shall comply with requirements in latest revisions thereof and amendments or supplements thereto in effect on date of Advertisement for Bidders.

B) Discrepancies between referenced codes, standards, specifications and Contract Documents shall be governed by the latter unless written interpretation is obtained from ENGINEER.

C) Material or work specified by reference to conform to a standard, code, law, or regulation shall be governed by Contract Document when they exceed requirements of such references; referenced standards shall govern when they exceed Contract Documents.

D) Proof of Compliance:

Whenever Contract Documents require that a product be in accordance with Federal Specification, ASTM designation, ANSI specification, or other association standard, at ENGINEER'S request, CONTRACTOR shall present an affidavit from manufacturer certifying that product complies therewith. Where requested or specified, submit supporting test data to substantiate.

**4.2 MANUFACTURER'S DIRECTIONS**

Utilize manufactured articles, materials and equipment as directed by manufacturers unless herein specified to contrary. Discrepancy between an installation required by Contract Documents and manufacturer's instructions and recommendations shall be resolved by ENGINEER before work may proceed. In all cases, the more stringent requirements shall govern.

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### **4.3 TESTING**

- A) All testing (when required) will be in accordance with the pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.
- B) The OWNER will select the testing laboratories.
- C) The CONTRACTOR will bear the cost of all testing unless directed otherwise.

**-- THE END --**

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**SECTION V**  
**TECHNICAL SPECIFICATIONS**  
**TEMPORARY FACILITIES**

**5.1 TEMPORARY OFFICE**

5.1.1. Any CONTRACTOR whose combined aggregate value of contract work for the project exceeds \$500,000 shall furnish and maintain a field office on site. The office shall be established at a location approved by the ENGINEER. AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR SHALL BE IN THE FIELD OFFICE AT ALL TIMES WHILE WORK IS IN PROGRESS. Any CONTRACTOR whose combined aggregate value of work for the project is less than \$500,000 is not required to furnish a field office on site. AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR SHALL BE AT THE JOB SITE AT ALL TIMES WHILE WORK IS IN PROGRESS, HOWEVER.

5.1.2. The CONTRACTOR shall provide for the duration of the project at least 400 sq. ft. of floor space in his building (and/or trailer) for the exclusive use of the ENGINEER throughout the period of construction. It shall be weathertight, have a tight floor at least 8-inches off the ground and shall be insulated all around with rigid insulation board not less than 1/2 inch thick, and suitably ventilated. The office shall have at least three screened windows capable of being opened, a screen door and a solid door provided with cylinder lock and three keys. The CONTRACTOR shall furnish and equip the ENGINEER's field office complete within five days of Notice-to-Proceed.

5.1.3. The field office provided for the ENGINEER shall be furnished by the CONTRACTOR as follows:

1. One plan table, 3 ft. x 5 ft. and one stool
2. Three additional chairs
3. Four-drawer, filing cabinet with lock
4. Air conditioner (12,000 BTU)
5. Waste paper basket

5.1.4. The CONTRACTOR shall supply all fuel for heating and pay all electrical bills. A watt-hour meter shall be installed for determination of electric consumption and appropriate charges for that consumption.

5.1.5. The CONTRACTOR shall furnish the ENGINEER's field office access to a telephone. With the exception of charges for long distance and toll calls, the CONTRACTOR shall pay all bills charged against the office telephone by the ENGINEER, including installation charge and all monthly charges throughout the construction period.

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## **5.2 MATERIAL STORAGE**

All CONTRACTORS must make arrangements for his/her staging areas and areas of material storage.

## **5.3 SANITARY FACILITIES**

ALL CONTRACTORS shall provide and maintain all necessary sanitary facilities at the site, in accordance with all applicable regulations, and shall properly remove same at completion of the project.

## **5.4 UTILITIES**

The obtaining of all utilities which may be required for the construction shall be the responsibility of each CONTRACTOR.

## **5.5 PROJECT SIGN**

The CONTRACTOR shall furnish and install a sign reasonably conforming to the sign shown in the General Conditions and conforming to the size and dimensions shown on Figure 1.

## **5.6 SAFETY**

CONTRACTORS shall comply with all pertinent provisions of Kentucky Safety Standards of Division of Occupational Safety, Department of Labor, and Federal Occupational Safety and Health Construction Standards, that are in effect at time this Contract is entered into and during period in which Contract is to be performed.

## **5.7 MEASUREMENT AND PAYMENT**

Provision of temporary facilities shall be considered a part of CONTRACTOR'S lump sum for mobilization and shall not be measured for separate payment.

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**SECTION VI**  
**TECHNICAL SPECIFICATIONS**  
**MOBILIZATION/DEMOBILIZATION**

**6.1 SCOPE**

This element of work shall consist of the mobilization of the CONTRACTOR'S forces and equipment necessary for performing the work required under the Contract.

It shall include the purchase of contract bonds; video taping pre-construction conditions of the project area and submitting copies to the OWNER, transportation of personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other temporary facilities at the site; development of submittals and record drawings in accordance with Section III of these specifications; and other preparatory and incidental work.

This specification covers mobilization for work required by the Contract at the time of award. If additional mobilization costs are incurred during performance of the Contract as a result of changes or added items of adjustment in contract price, compensation for such costs will be included in the price adjustment for the items of work changed or added.

**6.2 PAYMENT**

THE CONTRACTOR'S LUMP SUM BID FOR MOBILIZATION/DEMOBILIZATION MAY NOT EXCEED THREE PERCENT (3%) OF THE TOTAL BASE BID FOR THIS CONTRACT. Payment of the total lump sum price for "Mobilization/ DeMobilization" will constitute full compensation for all labor, materials, equipment, and all other items necessary for and incidental to completion of the work. If the CONTRACTOR elects to demobilize and remobilize before completion of the work, no additional payment will be made.

Payment will not be made under this item for the purchase costs of materials having a residual value, the purchase costs of materials to be incorporated in the project, or the purchase costs of operating supplies.

Fifty percent (50%) of the "Mobilization/Demobilization" price may be invoiced when the following conditions have been met:

- 1) the CONTRACTOR has submitted two (2) copies of the pre-construction conditions video of the project area to the OWNER.
- 2) the field office and sanitary facilities are in-place;
- 3) the CONTRACTOR has furnished the bond for the Kentucky Department of Highways Encroachment Permit in the name of the OWNER.

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- 4) the CONTRACTOR's project schedules (construction, payment, and submittals) have been approved by the ENGINEER;
- 5) the CONTRACTOR has furnished a plan for disposal of waste materials;
- 6) the Project Sign has been erected; and
- 7) all project silt control systems have been installed.

The remaining fifty percent of "Mobilization/DeMobilization may **not** be invoiced until the CONTRACTOR has submitted acceptable 'Record Drawings' (As-Built Plans and Shop Drawings) in accordance with the requirements of Section III of these specifications.

-- THE END --

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## SECTION VII

### TECHNICAL SPECIFICATIONS

### MAINTAIN & CONTROL TRAFFIC

#### 7.1 SCOPE

The purpose of this section is to outline the requirements for maintenance and control of traffic during construction.

#### 7.2 QUALITY CONTROL

The Contractor's traffic control activities shall conform to the AASHTO Manual of Uniform Traffic Control Devices, the Kentucky Department of Highways publication "Standard Drawings", and to the requirements of Section 107 of the current edition of the Kentucky Department of Highways publication "Standard Specifications for Road and Bridge Construction."

#### 7.3 CLOSING OF STREETS

It is understood that the construction activities may require the closure of certain streets within the Project Limits. The Contractor shall erect Detour signs when an alternate route is available at the intersections to inform motorists of the closures. If no alternate is available then the CONTRACTOR shall abide by KYDOH standards in stoppage of traffic. Appropriate barricades shall be erected to prevent traffic from entering the Project Limits when necessary.

In the event that the Owner does not secure right of access to the entire Project Area, access shall be maintained at all times for residents and emergency vehicles.

The roads in the project area are highly trafficked. The CONTRACTOR shall provide two (2) flashing message signs to alert drivers of utility work ahead and that delays may be possible. One sign shall be erected on each end of the "active" work area and shall be relocated as work progresses.

#### 7.4 MEASUREMENT AND PAYMENT

"Maintain and Control Traffic" shall be considered a necessary and integral part of the Work and shall not be measured for separate payment. "Maintain and Control Traffic" shall be incidental to "Mobilization/Demobilization".

--- THE END ---

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## SECTION VIII

### TECHNICAL SPECIFICATIONS

### CONSTRUCTION STAKING

#### 8.1 SCOPE

The CONTRACTOR shall furnish all necessary personnel and equipment to provide all customary construction surveys including, but not limited to, the following:

- a) Establish right-of-way and construction easement limits.
- b) Establish the project construction centerlines
- c) Provide adequate reference points to permit prompt re-establishment of the construction centerline throughout the construction.
- d) Grade staking
- e) Structure staking
- f) Establish final “as-built” plan and profile location of all completed facilities and depict same on record drawings.

The CONTRACTOR's staking (survey) party shall be under the general supervision of an ENGINEER registered in the State of Kentucky. IT SHALL BE UNDERSTOOD THAT SUPERVISION OF THE CONSTRUCTION STAKING PARTY IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR AND ANY ERRORS AND INACCURACIES RESULTING FROM THE OPERATIONS OF THE CONSTRUCTION STAKING PARTY SHALL BE CORRECTED AT **NO** COST TO THE OWNER.

#### 8.2 SUBMITTALS

Upon completion of the project, the CONTRACTOR shall submit the following to the ENGINEER:

- a) the field notes,
- b) 'as built' plans on hard annotated on construction plan set to show deviations from design with distances from permanent landmarks/benchmarks, of no less scale than the design drawings depicting the “as built” plan and profile location of all constructed facilities.

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### **8.3 MEASUREMENT AND PAYMENT**

"Construction Staking" shall be considered a necessary and integral part of the Work and shall not be measured for separate payment. "Construction Staking" shall be incidental to "Mobilization /DeMobilization."

**-- THE END --**

SECTION IX

TECHNICAL SPECIFICATIONS

SILT CONTROL STRUCTURES

9.1 SCOPE

This work shall consist of furnishing all materials, equipment, labor, and incidentals necessary for the installation, maintenance, and removal of silt control facilities as directed by the ENGINEER.

9.2 GENERAL

The exact locations, configuration, and dimensions of the various types of silt control shall be directed by the ENGINEER at the time of construction. These structures shall be installed prior to any surface disturbance on the area for which they are necessary to control silt.

The CONTRACTOR shall schedule construction activities so that the amount of exposed soil is minimized. This is to be accomplished by disturbing only those areas which are to be worked immediately and by revegetating each area as soon as practical.

9.3 MATERIALS

9.3.1 Silt Control Hay Bales: Silt Control Bales shall consist of either straw or hay bales. All bales are to be firmly bound by twine, and are to be installed using wooden stakes or steel bars.

9.3.2 Silt Fence: Silt Fence filter fabric shall be specifically designed for this purpose by the manufacturer and shall meet or exceed the following specifications:

Bursting Strength	(ASTM D751)	150 psi
Grab Strength	(ASTM D1682)	100 psi
Permeability		0.02 to 0.03 cm/sec

Silt fence posts shall be either timber stakes (2" x 2" min) or pressed steel stakes set plumb and to sufficient depth to provide a sound anchor for the supporting wire fence and/or filter fabric.

9.3.3 Gabion Wire: The wire incorporated in the lid and body of gabion units shall be constructed of galvanized steel. The mesh shall be constructed by double twisting the adjoining wire, i.e., both wires must be twisted in an interlocking, nonraveling fashion. All wire for corners, edges, selvages, and binding in both types of units shall be heavily galvanized with a minimum zinc coating of 0.80 ounces per square foot of uncoated wire surface, as determined by tests conducted in accordance with ASTM A90. The tensile strength of the wire shall be at least 60,000 pounds per square inch, and the mesh must have sufficient elasticity to permit 10 percent elongation diameter of the individual wires. The following minimum wire diameters are required for non-PVC coated units only.

<u>Type /Use of Wire</u>	--Minimum Diameters--
	<u>Gabion</u>
Mesh wire	0.118
Selvedge/corner wire	0.150
Lacing/connecting wire	0.0866

9.3.4 Gabion Rock Fill: The baskets shall be filled with clean, hard, durable limestone from a source approved by the ENGINEER. The stone shall be well-graded, with sizes ranging from a minimum of 5 inches to a maximum of 8 inches for gabion baskets, as measured in the greatest dimension; and shall otherwise comply with the requirements of these Technical Specifications.

9.3.5 Gabion Anchors: Steel anchors shall be standard deformed type bars conforming to ASTM A-615. The bars shall be manufactured from new billet steel of American manufacture, and shall have a minimum yield strength of 60,000 psi (Grade 60).

9.4 FABRICATION OF GABIONS

9.4.1 General: The gabion units shall be fabricated in such a manner that the base, sides, ends, and lids can be assembled at the construction site into a rectangular unit of the specified sizes. The body of the units shall be of single unit construction, the base, ends, sides, and lids formed of a single woven mesh unit.

All perimeter edges of the mesh forming the unit shall be securely selvedged so that the joints formed by tying the selvedges have at least the same strength as the body of the mesh.

Lacing wire shall be supplied in sufficient quantity to permit all sides, ends, and diaphragms of the body to be securely fastened, as well as to fasten the top to all sides, ends, and diaphragms of the body.

Dimensions for height, length, and width are subject to a tolerance limit of +3% of the manufacturer's stated sizes.

9.4.2 Gabions: The gabions shall be constructed with a hexagonal weave having an opening of approximately 3 1/4 inches by 4 1/2 inches. When the gabion length exceeds its width, it shall be supplied with diaphragms to form individual cells of equal length and width. The gabion unit shall be furnished with the necessary diaphragms secured in proper position on the base in such a manner that no additional tying at this juncture will be necessary. The diaphragms shall be of the same material composition as the gabion.

9.4.3 Certification: Each shipment of gabions to a job site shall be accompanied by a certification from the manufacturer, which states that the material conforms to the requirements of this Specification. The certification shall be on the manufacturer's letterhead and shall be signed by an officer of that company.

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## 9.5 INSTALLATION

9.5.1 Silt Control Bales: The general locations and typical configurations of the type of silt control is subject to adjustments based on individual site conditions. Installation is labor intensive in order to assure stable and durable usage; additional hand labor may be required to provide adequate footing for the bales.

9.5.2 Silt Fences: Silt fences shall be supported with vertical wood posts which are protected by means of a metal cap or other device to prevent damage when hammers are used to drive the posts into the ground.

9.5.3 Gabions: The foundation shall be accurately prepared to accept the gabions. The foundation shall be inspected and approved by the ENGINEER prior to placement of the units.

Empty units shall be assembled individually on a hard, flat surface -- generally at the installation site. Care must be exercised to assure that each basket is stretched or manipulated as necessary to achieve the proper rectangular shape. Sides, ends, and diaphragms must be erected (and laced) to ensure the correct orientation of all seams and creases. Once assembled, empty units shall be set to the lines and grades directed by the ENGINEER.

All units shall be connected to the adjoining units, while empty, by lacing wire along the perimeters of their contact surfaces. Securing diaphragms, ends and sides, closure of units, and connecting adjoining units shall be accomplished by continuous stitching with alternating single and double loops at 4-inch intervals. All ends of lacing wire are to be securely fastened and not protruding.

Empty units are to be stretched, after being properly laced and connected to the adjoining unit(s), to obtain uniform alignment and to remove kinks. A standard fence stretcher, "come-along" or other means of tensioning the unit may be used. Adjacent rows of gabion units are to be placed such that the seams are offset.

The units shall be carefully filled with stone by hand and/or machine to maintain alignment; to avoid bulges, damage to coating, and/or separation of units; and to minimize voids. The maximum height from which stone may be dropped into gabion units shall not exceed 36 inches. In gabions over 2-foot high, the stone is to be placed in 12-inch lifts; adjusted by hand, if necessary, to form a reasonable smooth surface, and cross-ties (or bracing wires) installed. Cross-ties are to be looped through the mesh on opposing sides of the basket, and the wire tightened by twisting.

The ENGINEER may require the CONTRACTOR to use hand labor to selectively place the layers of stone along exposed surfaces (i.e., top, front, and ends) to provide a uniform surface and an overall appearance suitable to the site-specific situation at each installation. After each unit has been filled, the lid shall be leveled as necessary and secured to the sides, ends, and diaphragms using the previously described lacing (or stitching) technique.

## 9.6 MAINTENANCE

During the course of the project, silt control structures shall be maintained in sound condition and

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accumulations of silt which may threaten their effectiveness shall be removed. Silt removed from silt control structures shall be spread in the general vicinity of the individual structures, except when such practices may be a detriment to the environment and/or the project.

Upon completion of the project, the ENGINEER may direct the CONTRACTOR to remove, clean, or replace silt control structures and revegetate such disturbances in accordance with the seeding section of these Technical Specifications.

## **9.7 MEASUREMENT AND PAYMENT**

Provision of all silt control structures shall be a part of CONTRACTOR'S Lump Sum bid for "Mobilization/DeMobilization" and shall not be measured for separate payment.

**-- THE END --**

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## SECTION X

### TECHNICAL SPECIFICATIONS

#### EXISTING UTILITIES

##### 10.1 SCOPE

It shall be the CONTRACTOR's sole responsibility to locate existing utilities, make appropriate arrangements regarding relocation of existing utilities, either temporary or permanent, maintain the utility service throughout the construction period, and have final relocations performed at the end of the construction period. The CONTRACTOR shall notify affected utility owners, record locations of utilities on record drawings, hire specialty contractors, etc. as necessary.

All utility relocation work shall be conducted with the full knowledge and written consent of the ENGINEER and the utility owners involved. The CONTRACTOR shall comply with all applicable Federal, State and Local utility ordinances.

The CONTRACTOR shall bear sole, and full, responsibility for loss of project time arising from poor relocation coordination and from claims of damage relating to disruption of utility service. **The OWNER will not extend the Contract time for delays resulting from utility relocations.**

The utility owners affected by this project are as follows:

**(See cover page of plans for name and contact numbers.)**

##### 10.2 AGREEMENTS

In general, when relocation of a utility is required, the relocation must be performed by the Utility Company or licensed agent of the utility company. Contractor shall secure written relocation agreements with each utility documenting the scope of the relocation activities and the responsibilities of the Utility Company and the Contractor with respect to the work and payment therefore.

##### 10.3 SPECIAL REQUIREMENTS

The relocation agreements are subject to special requirements. These include:

-- NONE --

##### 10.4 MEASUREMENT AND PAYMENT

CONTRACTOR'S protection and relocation of existing utilities as described in this section shall be considered a part of CONTRACTOR's Lump Sum bid for "Mobilization/DeMobilization" and shall not be measured for separate payment.

-- THE END --

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## SECTION XI

### TECHNICAL SPECIFICATIONS

### SANITARY SEWER FORCE MAINS

#### 11.1 PURPOSE

The purpose of this section is to outline the requirements for the proper construction of sanitary sewer force mains. A force main is defined as any wastewater pipeline conveying wastewater under pressure.

#### 11.2 GENERAL REQUIREMENTS

The sanitary sewer force mains shall be laid in reasonable conformance to the lines and grades shown on the Design Drawings. In no event shall any section of force main be constructed at an elevation higher than that specified for the air release valve. No reach of force main shall be laid on a 0% slope. A #8 copper trace wire shall be laid on top of all non-metallic force mains and siphons. This includes ALL 1.25" sanitary sewer service lines.

#### 11.3 QUALITY CONTROL

Submit five copies of the following:

- A) Documentation to substantiate pipe material's compliance with these specifications.
- B) Documentation to substantiate that pipe bedding materials will conform to requirements of these specifications.
- C) Documentation of pressure and leak testing.

#### 12.4 PIPE MATERIALS1

PIPE:

11.4.1 HIGH DENSITY POLYETHYLENE PIPE: The pipe shall be Green Stripe Pipe. The Pipe shall be equal to Chevron Phillips Performance Pipe 4200 Series and shall be supplied in the following classes:

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Nominal Size	Outside Dimension	Approximate ID
1.25" DR 11	1.64	1.34
2" DR 11	2.349	1.917
3" DR 11	3.462	2.826
4" DR 11	4.431	3.633
6" DR 11	6.553	5.349
8" DR 11	8.531	6.963
10" DR 11	10.633	8.679
12" DR 11	12.611	10.293
14" DR 11	13.847	11.301

Sizes are in inches

Pipe shall be manufactured from a PE 3408 resin listed with the Plastic Pipe Institute (PPI) as TR-4. The resin material shall meet the specifications of ASTM D3350-99 with a minimum cell classification of PE345464C. Pipe shall have a manufacturing standard of ASTM D3035 and be manufactured by an ISO 9001 certified manufacturer. The pipe shall contain no recycled compounds except that generated in the manufacturer's own plant from resin of the same specification from the same raw material. The pipe shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, voids, or other injurious defects.

11.4.2 ASTM 2241 POLYVINYL CHLORIDE PRESSURE PIPE, FITTINGS AND JOINTS – **ASTM 2241 PVC shall not be used on this project for force main construction**

FITTINGS:

11.4.3 BUTT FUSION FITTINGS: Butt fusion fittings shall be in accordance with ASTM D3261 and shall be manufactured by injection molding, a combination of extrusion and machining, or fabricated from HDPE pipe conforming to this specification. All fittings shall be pressure rated to provide a working pressure rating no less than that of the pipe. Fabricated fittings shall be manufactured using a McElroy Datalogger to record fusion pressure and temperature. A graphic representation of the temperature and pressure data for all fusion joints made producing fittings shall be maintained as part of the quality control. The fitting shall be homogeneous throughout and free of visible cracks, holes, foreign inclusions, voids, or other injurious defects.

11.4.4 ELECTROFUSION FITTINGS: Electrofusion Fittings shall be PE3408 HDPE, Cell Classification of 345464C as determined by ASTM D3350-99 and be the same base resin as the pipe. Electrofusion Fittings shall have a manufacturing standard of ASTM F1055.

11.4.5 FLANGED AND MECHANICAL JOINT ADAPTERS: Flanged and Mechanical Joint Adapters shall be PE 3408 HDPE, Cell Classification of 345464C as determined by ASTM D3350-99 and be the same base resin as the pipe. Flanged and mechanical joint adapters shall have a manufacturing standard of ASTM D3216. All adapters shall be pressure rated to provide a working pressure rating no less than that of the pipe.

11.4.6 MECHANICAL RESTRAINT: Mechanical restraint for HDPE may be provided by mechanical means separate from the mechanical joint gasket sealing gland. The restrainer shall provide wide, supportive contact around the full circumference of the pipe and be equal to the listed widths. Means of restraint shall be machined serrations on the inside surface of the restrainer equal to or greater than the listed serrations per inch and width. Loading of the restrainer shall be by a ductile iron follower that provides even circumferential loading over the entire restrainer. Design shall be such that restraint shall be increased with increases in line pressure.

Serrated restrainer shall be ductile iron ASTM A536-80 with a ductile iron follower; bolts and nuts shall be corrosive resistant, high strength alloy steel.

The restrainer shall have a pressure rating of, or equal to that of the pipe on which it is used or 150 PSI which ever is lesser. Restrainers shall be JCM Industries, Sur-Grip or pre-approved equal.

Nominal Size	Restraint Width	Serrations per inch
4", 6"	1-1/2"	8
8", 10" & 12"	1-3/4"	8

Pipe stiffeners shall be used in conjunction with restrainers. The pipe stiffeners shall be designed to support the interior wall of the HDPE. The stiffeners shall support the pipe's end and control the "necking down" reaction to the pressure applied during normal installation. The pipe stiffeners shall be formed of 304 or 316 stainless steel to the HDPE manufacturers published average inside diameter of the specific size and DR of the HDPE. Stiffeners shall be by JCM Industries or pre-approved equal.

11.5 INSTALLATION

GENERAL:

11.5.1 PIPE & FITTINGS: Size as indicated on the plans. Install as shown in accordance with manufacturer's recommendations.

JOINING:

11.5.2 BUTT FUSION: Sections of polyethylene pipe should be joined into continuous lengths on the jobsite above ground. The joining method shall be the butt fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedures should be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, temperature requirements of 400 degrees Fahrenheit, alignment, and an interfacial fusion pressure of 75 PSI. The butt fusion joining will produce a joint weld strength equal to or greater than the tensile strength of the pipe itself.

11.5.3 SIDEWALL FUSION: Sidewall fusion shall not be used or accepted.

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11.5.4 MECHANICAL: Bolted joining may be used where the butt fusion method cannot be used. Flange joining will be accomplished by using an HDPE flange adapter with a ductile iron back-up ring. Mechanical joint joining will be accomplished using either a molded mechanical joint adapter or the combination of a Sur-Grip Restrainer and Pipe Stiffener as manufactured by JCM Industries, Inc. Either mechanical joint joining method will have a ductile iron mechanical joint gland.

11.5.5 OTHER: Socket fusion, hot gas fusion, threading, solvents, and epoxies may not be used to join HDPE pipe.

11.5.6 QUALITY AND WORKMANSHIP: The pipe and/or fitting manufacturer's production facility shall be open for inspection by the owner or his designated agents with a reasonable advance notice. During inspection, the manufacturer shall demonstrate that it has facilities capable of manufacturing and testing the pipe and/or fittings to the standards required by this specification.

11.5.7 PACKAGING, HANDLING & STORAGE: The manufacturer shall package the pipe in a manner designed to deliver the pipe to the project neatly, intact and without physical damage. The transportation carriers shall use appropriate methods and intermittent checks to insure the pipe is properly supported, stacked and restrained during transportation such that the pipe is not nicked, gouged, or physically damaged.

Pipe shall be stored on clean, level ground to prevent undue scratching or gouging. If the pipe must be stacked for storage, such stacking shall be done in accordance with the pipe manufacturer's recommendations. The pipe shall be handled in such a manner that it is not pulled over sharp objects or cut by chokers or lifting equipment.

Sections of pipe having been discovered with cuts or gouges in excess of 10% of the pipe wall thickness shall be cut out and removed. The undamaged portions of the pipe shall be rejoined using the heat fusion joining method.

Fused segments of the pipe shall be handled so as to avoid damage to the pipe. Chains or cable type chokers must be avoided when lifting fused sections of pipe. Nylon slings are preferred. Spreader bars are recommended when lifting long fused sections.

## 11.6 INSTALLATION

11.6.1 Installation of force main pipe shall conform to the installation requirements set forth in the Gravity Sewer Section of these specifications and the standard bedding and backfilling details of the Drawings.

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## 11.7 TESTING

The completed force main and siphon shall be subjected to a combined pressure and leakage test as described in Section 4 of AWWA C600. The testing shall be subject to the following:

- A) All tests shall be conducted in the presence of the ENGINEER.
- B) The OWNER shall furnish a recording pressure gauge to be used for the pressure and leak test. The pressure charts from the test shall be retained by the OWNER as evidence of the testing.
- C) Test waters can be potable water from the OWNER's water distribution system or raw water from a local reservoir. Withdrawals of water from the OWNER's system must be both authorized by the Public Works superintendent and metered. The OWNER will bill the CONTRACTOR for all waters used in accordance with its current rate schedule.
- D) The test pressure shall be 100 psi or the maximum operating pressure of the lift station, whichever is greater.
- E) Duration of test shall be no less than two hours.
- F) Where leaks are evident on the surface where joints are covered, the joints shall be recaulked, repoured, bolts retightened or relaid, and leakage minimized regardless of total leakage as shown by test.
- G) All pipe fittings and other materials found to be defective under test shall be removed and replaced.
- H) Lines which fail to meet test requirements shall be repaired and retested as necessary until test requirements are complied with at no additional cost to OWNER.

## 11.8 CONNECTING FORCE MAIN TO MANHOLE

All sanitary sewer force mains to be connected to manholes must connect at the elevation indicated on the design drawings. If no connection elevation is listed, it shall be assumed that the force main shall penetrate at the invert elevation of the manhole that the connection is being made.

## 11.9 CONCRETE THRUST BLOCKS

Concrete thrust blocks shall be provided at all bends in the force main as shown on the Detail Sheets of the Design Drawings.

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## 11.10 MARKING PIPE

11.10.1 The force main pipe shall be clearly labeled as a SANITARY SEWER at regular intervals so that the pipe cannot be confused with a potable water line. Marking tape is one alternate for complying with this specification. Fabricating the pipe with a resin color different from water line pipe is another alternate. Green Stripe Pipe is required.

**11.10.2 Tracer Wire:** A #8 copper trace wire shall be laid on top of all non-metallic force mains and siphons. Trace wires shall be installed along ALL 1.25-inch sanitary sewer service force mains and ALL trunk force mains 2-inch and larger.

Trace wire shall be pigtailed up for easy access by OWNER at the following locations:

1. Residential grinder pump stations' wet well lids or control panel
2. Pressure sewer lateral assembly meter pits
3. Valve cans
4. Air release meter pits
5. Major lift stations' valve pits.

## 11.11 MEASUREMENT AND PAYMENT

11.11.1 Measurement: Pipe for force mains and siphons in place, complete, successfully pressure tested shall be measured in linear feet along the pipe centerline. Pipe bends will not be measured for separate payment. Bends shall be measured in linear feet. No allowance shall be made for laps or drops at connections.

11.11.2 Payment: Payment for force mains and siphons will be made at the contract unit price for the applicable diameter as set forth in the Bid Schedule. Such payment shall constitute full compensation for all materials, labor, equipment, and incidentals necessary for the completion of the work.

-- THE END --

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## SECTION XII

### TECHNICAL SPECIFICATIONS

#### VALVES

#### 12.1 SCOPE

This work shall consist of furnishing and installing valves on 1.25-inch diameter and greater High Density Polyethylene Pipe.

##### 12.1.A QUALITY ASSURANCE/SUBMITTALS

12.1.A.1 Submit five copies of manufacturer's certification of compliance with applicable AWWA specifications. Certificate to be signed by corporate officer having authority to legally bind the company.

#### 12.2 MATERIALS

12.2.1 General: Valves 2" and larger shall be resilient wedge gate valves. Valves less than 2" shall be thermoplastic ball valves (Nordstrom or equal) unless otherwise stated.

12.2.2 Gate Valves: All gate valves shall be of the **AWWA C515 RESILIENT WEDGE GATE VALVE TYPE** suitable for wastewater applications with iron body, nonrising stem, fully bronze mounted (Mueller or approved equal). GATE VALVES SHALL BE RATED FOR WORKING WATER PRESSURES OF 150 PSI. Valves shall be of standard manufacture and of the highest quality both as to materials and workmanship.

All gate valves for "below ground" service shall be furnished with mechanical joint end connections. Gate valves for "above ground" (or pit) installations shall be furnished with flanged end connections.

All gate valves shall have the name or monogram of the manufacturer, the year the valve casting was made, the size of the valve, and the working water pressure cast on the body of the valve.

Each gate valve for "below ground" service shall be installed in a vertical position with a valve box, as shown in the Design Drawings. Gate valves set with boxes shall be provided with a two inch square operating nut and shall be opened by turning to the left (counterclockwise). Each gate valve for "above ground" (or pit) installations shall be furnished with a hand wheel operator.

12.2.3 Ball Valves: Shall be Nordstrom Poly-Water Valves suitable for wastewater applications, or approved equal. Valves shall be manufactured from materials of equal or better quality to those as specified in the table below and be rated for working pressures of 160 psi or greater.

Valve Part	Material
Body	Polyethylene
Ball	Polypropylene
Seat	EPDM
Seat Retainer	Polypropylene
Stem	Modified Phenylene Oxide
Stem Seal	EPDM
Ground Water Seal	Neoprene
Adapter	Polypropylene

13.2.4 Eccentric Plug Valves: Valves shall be of the non-lubricated eccentric type with resilient faced plugs and shall be furnished with end connections as those shown on the plans. Flanged valves shall be drilled to the ANSI 125/150-lb. Standard.

Valve bodies shall be of the ASTM A126 Class B Cast Iron. Bodies in 4” and larger shall be furnished with 1/8” welded overlay seam of not less than 90% pure nickel. Seat area shall be raised with raised surface completely covered with weld to insure that the plug face only contacts the nickel. Screwed in seats shall not be acceptable.

Port areas shall be unobstructed when open. Port area shall be rectangular and not less than 80% of full pipe area.

Plugs shall be of the ASTM A126 class B cast iron. The plug shall have a cylindrical seating surface eccentrically offset from the center of the plug shaft. The interference between the plug face and the body seat, with the plug in the close position, shall be externally adjustable in the field with the valve in the line under pressure.

Bearings shall be sleeve type metal bearings and shall be sintered, oil impregnated permanently lubricated type 316 ASTM A743 Grade CD-8M.

Valve shaft seals shall be of the multiple V-ring type and shall be externally adjustable and repackable without removing the bonnet or actuator from the valve. Valve utilizing O-ring seals, non-adjustable packing, or so-called grit-excluders shall not be acceptable.

Pressure rating shall be 175 psi for valve through 12” and 150 psi for valves 14” through 72”. Each valve shall be given a hydrostatic and seat test results being certified when the required by the specifications.

Valves shall be furnished with actuators as shown on the plans.

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All valves shall be as manufactured by DeZurik, model PEC or pre-approved equal.

12.2.5 Valve Box and Cover: The valve box and cover shall be of cast iron construction (Clow F-2450, or equal) and shall be engraved with the word “SEWER”. Valve Box (can) shall be vertically adjustable.

12.2.6 Valve Markers: Each valve assembly shall be delineated by a valve marker as detailed in the Drawings. The marker shall consist of a 3” green PE pipe embedded vertically adjacent to the valve. The marker shall include a weatherproof label identifying the valve owner and provide an emergency phone number for the owner.

12.2.7 Line Plug: If the valve is to be installed at the end of a line the CONTRACTOR shall provide a thrust backed plug.

### 12.3 INSTALLATION

Trenching, bedding, and backfilling requirements for gate valves shall conform to the installation requirements for water lines and fittings. The base of the valve shall be anchored in concrete as shown in the Design Drawings. The valve box shall be installed vertically, centered over the stem of the operating nut. The valve box base shall be placed at least two inches above the flanged joint of the valve cover. The top of the operating nut should be no higher than the hub or upper part of the valve box base where it connects to the center section.

### 12.4 MEASUREMENT AND PAYMENT

12.4.1 Measurement: Valves for buried service in-place, tested, and accepted shall be measured each. Valves installed in vaults, pits, and pumping stations shall be considered incidental to the complete price for the vault, pit or pumping station and shall not be measured for separate payment. All valve marking requirements shall be incidental to the cost of construction of the valve.

12.4.2 Payment: Valves measured for payment shall be paid for at the contract price "each" as set forth in the Bid Schedule. Payment as specified shall be considered as full compensation for all labor, materials, equipment, and incidentals necessary to perform the work as required. The valve box and cover and end valve marker shall be considered incidental to the installation and shall not be measured for separate payment.

-- THE END --

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## SECTION XIII

### TECHNICAL SPECIFICATIONS

#### BORE AND/OR ENCASE

#### 13.1 SCOPE

This work shall consist of furnishing and installing steel encasement pipes for sanitary sewer lines and force mains by boring, jacking, or open cut methods.

##### 13.1.A Quality Assurance/Submittals

13.1.A.1 Submit five copies of certified mill test report on steel encasement pipe.

#### 13.2 GENERAL

The CONTRACTOR shall comply with the previously obtained permits and approvals for completion of this work. Copies of the permits and/or approvals are reproduced in the Permits section of this document.

#### 13.3 MATERIALS

13.3.1 Encasement Pipe: Encasement pipe shall be steel, plain end, uncoated, unwrapped, have continuously welded joints and have a yield point strength of 35,000 psi and conform to AWWA Specifications C200. The minimum wall thickness of the pipe shall be as indicated in the Detail Drawings.

In general, the inside diameter of the encasement pipe shall be 4 inches greater than the largest outside diameter of the carrier pipe. The Detail Drawings provide a table from which required encasement pipe diameters may be derived.

Field welding of encasement pipe shall be performed by a certified welder in accordance with the requirements of AWWA Specification C206-82.

13.3.2 Seals: A removable watertight rubber seal shall be used to seal the annulus between the excavation and the encasement pipe.

#### 13.4 INSTALLATION - BORE AND JACK

**No distinction shall be made between boring through earth or boring through rock. The CONTRACTOR shall conduct his own investigation of subsurface conditions and shall base his bid on his own findings.**

The jacking will be allowed in one direction only. The installation procedure must provide for the placement of the encasement pipe concurrently with the removal of the soil.

Grouting between the excavation and the encasement pipe will be required if ordered by the ENGINEER or if, for any reason, the excavation exceeds one (1) inch larger than the outside diameter of the liner. Grout holes shall be provided in the tunnel lining with a spacing not to

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exceed four and one-half (4.5) feet measured longitudinally. The location of the holes shall be varied around the periphery of the encasement pipe to suit field conditions which will permit the proper grouting sequence to insure complete filling of void spaces outside the encasement pipe. The CONTRACTOR shall fill all the void space outside the encasement pipe with Portland Cement grout. The machine used for grouting shall permit the application of a pressure up to seventy-five (75) pounds per square inch in excess of any external water pressure. A gage shall be provided which will accurately indicate working pressure and this gage shall be carefully watched during grouting operations. The pressure shall at no time be allowed to exceed that considered safe or which would distort the encasement pipe. Grout pipes shall be one and one-half (1½) inches inside diameter.

The carrier pipe shall be installed after the encasement pipe is in place. The installation of the carrier pipe shall be in accordance with the manufacturer's specifications using casing skids as shown in the Detail Sheets of the Design Drawings. After the carrier pipe has been installed, inspected, and tested as specified, both ends of the encasement pipe shall be closed with a removable, water-tight "boot" in a manner acceptable to the OWNER.

### **13.5 INSTALLATION - OPEN CUT**

Where the encasement pipe is placed in open cut, the encasement pipe trenching, bedding, laying, and backfilling shall conform to the requirements of the applicable sections of these Specifications. The carrier pipe shall be installed after the encasement pipe is in place. The installation of the carrier pipe shall be in accordance with the manufacturer's specification using casing skids as shown in the Detail Sheets of the Design Drawings. After the carrier pipe has been installed, inspected, and tested as specified, both ends of the cover pipe shall be closed with a removable, watertight "boot" in a manner acceptable to the OWNER.

### **13.6 MEASUREMENT AND PAYMENT**

13.6.1 Measurement: "Bore and Encasement for 'X' inch Pipe" of the applicable diameter will be measured by the linear foot of steel encasement pipe furnished, installed, inspected and accepted. "Open Cut Encase for 'X' inch Pipe" of the applicable diameter will be measured by the linear foot of steel encasement pipe furnished, installed, inspected and accepted.

13.6.2 Payment: Payment for "Bore and Encasement for 'X' inch Pipe" of the applicable diameter will be made at the contract unit price per linear foot as set forth in the Bid Schedule for the number of feet of encasement pipe measured. Payment for "Open Cut Encase for 'X' inch Pipe" of the applicable diameter will be made at the contract unit price per linear foot as set forth in the Bid Schedule for the number of feet of encasement pipe measured. Such payment shall constitute full compensation for all materials, labor, equipment and incidentals necessary for the completion of the work. Carrier pipe installed in the encasement pipe will be measured and paid for as indicated in the applicable sections of these Specifications.

-- THE END --

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**SECTION XIV**  
**TECHNICAL SPECIFICATIONS**  
**PAVEMENT REPLACEMENT**

**14.1 PURPOSE**

The purpose of this section is to outline requirements for the proper replacement of roadway and parking lot surfaces damaged through installation of utilities and the construction of new surfaces to serve the completed facilities.

**14.2 QUALITY ASSURANCE/SUBMITTALS**

- A) All standards, material, methods of installation, equipment and construction shall be in accordance with the current edition of the Kentucky Department of Highways (KYDOH) publication "Standard Specifications for Road and Bridge Construction," except as modified herein.
- B) Submit five copies of the following:
  - 1) Documentation to substantiate compliance with the materials section of this specification.

**14.2 GENERAL**

Existing paving in roadways, entrances, parking lots, etc. shall be restored to a condition equal to that which existed before the work began and to the satisfaction of the OWNER. In restoring improved surfaces new pavement is required. No permanent surface shall be placed within thirty (30) days after backfilling shall have been completed, except by order of the ENGINEER!

It is a project requirement that the CONTRACTOR furnish a temporary pavement equal in character to the existing pavement damaged by the construction within thirty (30) days of the completion of the trench backfilling. The CONTRACTOR shall maintain this temporary pavement until such time as the CONTRACTOR effects the permanent pavement replacement as set forth herein. CONTRACTOR'S INSTALLATION AND MAINTENANCE OF TEMPORARY PAVEMENT REPLACEMENT SHALL BE AT CONTRACTOR'S SOLE EXPENSE. This project requirement is established to encourage CONTRACTOR to complete permanent pavement replacements at the earliest possible date following backfilling.

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### 14.3 PAVEMENT REPLACEMENT CLASSES

Pavement replacement includes the following types or classes:

- 1) Full Width Bituminous Replacement/Construction.
- 2) Bituminous Pavement Replacement with Concrete Sub-Slab.
- 3) Bituminous Pavement Replacement without Concrete Sub-Slab.
- 4) Concrete Pavement Replacement.
- 5) Gravel Surface Replacement.

### 14.4 MATERIALS

14.4.1 Bituminous Concrete Surface: Bituminous concrete conforming to Sections 401 and 402 of the current edition of the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction shall be used for replacement of all existing bituminous surfaces. All bituminous material aggregates, mineral fillers, tack and seal coats shall meet the appropriate materials specifications of the aforementioned Department of Highways publication. Before placing any bituminous surface, the CONTRACTOR shall submit the design plant mix for the ENGINEER'S approval. This submittal shall address both the last date the mix was approved by the Department of Highways and the location where the mix was most recently used.

14.4.2 Concrete Surface: Concrete for pavement replacement shall be a mixture of Portland Cement, fine aggregate, coarse aggregate, with or without air extraintment, as required, combined in the proportions, mixed, and placed as specified for Class "A" concrete in Sections 501 and 601 of the publication Standard Specifications for Road and Bridge Construction, (1983 Edition, Kentucky Transportation Cabinet, Department of Highways).

14.4.3 Dense Graded Aggregate: Dense graded aggregate used for a base shall be a durable, crushed limestone meeting the requirements of Section 805 of the publication Standard Specifications for Road and Bridge Construction, (1983 Edition, Kentucky Transportation Cabinet, Department of Highways).

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## 14.5 INSTALLATION OF BITUMINOUS SURFACES

14.5.1 General: The three classes of bituminous surface are Full Width Bituminous Pavement Replacement/Construction, Bituminous Pavement Replacement with Concrete Sub-Slab and Bituminous Pavement Replacement for Pavements without Concrete Sub-Slab. The main differences between these classes are as follows:

- a) "Full Width Bituminous Pavement Replacement/ Construction" shall be the complete replacement of an existing pavement. The pavement thickness for "Full Width" replacement or construction shall be three (3) inches. The pavement width is subject to the width of the existing paved surface or as specified in the plans.
- b) "Bituminous Pavement Replacement with Concrete Sub-Slab" shall require a 6" concrete sub-slab. The pavement thickness shall be no less than 3 inches. The pavement width shall not exceed the maximum widths as specified in the Detail Drawings.
- c) "Bituminous Pavement Replacement without Concrete Sub-Slab" does not require a concrete sub-slab. The pavement thickness shall be no less than the existing pavement thickness. The pavement width shall not exceed the maximum widths as specified in the Detail Drawings.

14.5.2 Base Preparation: The pipe trench shall be backfilled as indicated on the Detail Drawings. This backfill shall be cut back, shaped, graded, and compacted. A base course of 6" of dense graded aggregate shall then be placed and compacted.

For Full Width Pavement Replacement/Construction the base course shall be prepared as follows:

- a. Compact 6" of DGA in pipe trench per the Detail Drawings.
- b. Clean the existing pavement of construction debris (mud, gravel, etc.) This requires brooming!
- c. Potholes, ruts, and other severely deteriorated portions of existing pavement shall be patched with bituminous base.
- d. The cleaned and patched surface shall be jointly inspected by the CONTRACTOR and the ENGINEER. The surface must be accepted in writing by the ENGINEER before tacking operations begin.
- e. The cleaned and patched surface shall be shot with 0.4 lb/sy of RS-2 tack.

14.5.3 Surface Course: If the pavement replacement is "With Concrete Sub-Slab" then the subgrade shall be cut back to accommodate a 6" thick Class "A" concrete sub-slab (concrete shall conform to the applicable specifications herein).

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The prepared pipe trench shall be paved with bituminous concrete Class I per the Detail Drawings. For full width construction, the full surface width shall receive a 2" base course and 1" surface course of bituminous concrete Class I per the Detail Drawings.

#### **14.6 INSTALLATION OF CONCRETE SURFACES**

14.6.1 Base Course: The pipe trench shall be backfilled as indicated on the Design Drawings. This backfill shall be cut-back, shaped, graded and compacted. A base course of 6" of dense graded aggregate shall then be placed and compacted.

14.6.2 Surface Course: The existing concrete pavement shall be cut-back with a concrete saw the distance as specified on the Design Drawings so that the final surface can be placed in a strip of uniform width. The subgrade shall be shaped, graded and compacted as directed by the ENGINEER. Class "A" concrete as described herein shall be placed to the greater of the existing pavement thickness or 6". The concrete slab shall be reinforced with 6" x 6" No. 4 wire mesh.

#### **17.7 INSTALLATION OF GRAVEL SURFACES**

14.7.1 Gravel Pavement Replacement: The pipe trench shall be backfilled as indicated on the Design Drawings. The trench backfill shall be cut-back, shaped, graded and compacted. A 6" course of dense graded aggregate shall then be placed and compacted.

#### **14.8 MEASUREMENT AND PAYMENT**

14.8.1 Measurement and Payment: Restoration, replacement, and repair of bituminous, gravel, and concrete surfaces, in place, and accepted by OWNER shall be made at the contract LUMP SUM price for "Pavement Replacement" as set forth in the bid schedule. Said payment shall be considered full compensation for all labor, materials, and incidentals required to replace damaged surfaces. CONTRACTOR is cautioned to carefully study the site surfaces and prepare his lump sum bid accordingly as there shall be NO other payment for surface restoration.

-- THE END --

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## SECTION XV

### TECHNICAL SPECIFICATIONS

### SEEDING, CLEAN-UP & LANDSCAPING

#### 15.1 SCOPE

The purpose of this section is to outline the requirements for proper seeding, clean-up, and landscaping of all areas disturbed by construction.

#### 15.2 SUBMITTALS

Submit six copies of documentation demonstrating compliance with the materials requirements of this specification.

#### 15.3 SEEDING AND CLEAN-UP

15.3.1 General: All areas disturbed by construction which are not specifically designated for future construction 'by others' shall be seeded in accordance with this specification.

15.3.2 Requirements: Seeding shall be accomplished as described hereinafter. Unless otherwise specified by the OWNER, all areas to be seeded shall be left smooth and thickly sown with a mixture of grasses at a rate of not less than 87 pounds per acre. Unless otherwise specified, the mixture shall consist of 60 percent Kentucky Fescue #31, 30 percent Creeping Red Fescue, and 10 percent White Clover. After completion of rough grading in seeding areas, the CONTRACTOR shall apply agricultural limestone at a rate of 4 tons/ac and then re-distribute previously stockpiled site topsoils to a loose depth of 6 inches. The topsoil shall then be fertilized with number 12-12-12 fertilizer at a rate of 1000 pounds per acre. After fertilizer has been distributed, the CONTRACTOR shall disc or harrow the ground to thoroughly work the fertilizer into the soil. The seed shall then be broadcast either by hand or by approved sowing equipment at the rate specified. The CONTRACTOR shall protect the seeded area with straw mulch or hay mulch at a rate of two tons per acre. Plastic netting shall be used to anchor the mulch on all slopes steeper than 3:1. **All seed shall be certified.** Any necessary reseeding or repairing shall be accomplished by the CONTRACTOR prior to final acceptance. If the construction work is brought to completion when, in the opinion of the ENGINEER, the season is not favorable for the seeding of grounds, then the CONTRACTOR shall delay this item of work until the proper season for such seeding as directed by the ENGINEER.

15.3.3 Success and Maintenance: All areas seeded shall have a ninety (90) percent vegetative cover of lawn grasses, free of noxious weeds, at the end of the first growing season. Additionally, no individual area of bare ground, where seeding has been unsuccessful, shall exceed one square yard in surface area. CONTRACTOR shall be responsible for full expense of corrective seeding necessary to meet this performance criterion. OWNER shall incur no expense for remedial seeding.

18.3.4 Equivalency: These seeding specifications are intended to establish an attractive cover of lawn grasses. The CONTRACTOR may submit an alternate plan for establishment of vegetative cover. However, no alternative revegetation methodology shall be employed

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without the express written approval of the ENGINEER. If the CONTRACTOR employs an alternative revegetation methodology, he is still bound by the Success and Maintenance requirements of this specification.

## **18.4 LANDSCAPING**

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

During the course of construction, some existing vegetation may be damaged to an extent that the ENGINEER believes it will not survive. The ENGINEER may then direct the CONTRACTOR to replace said vegetation upon completion of the construction. THE ENGINEER MUST APPROVE (IN WRITING) ALL LANDSCAPING ACTIVITIES (and the cost of same) PRIOR TO THEIR PERFORMANCE. PAYMENT WILL NOT BE MADE FOR ANY LANDSCAPING ACTIVITIES PERFORMED WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.

## **18.5 MEASUREMENT AND PAYMENT**

18.5.1 Measurement: There shall be no measurement for “Seeding and Cleanup” as the work shall be Lump Sum. Landscaping shall be performed on a direct cost basis as described below.

18.5.2 Payment: Payment for “Seeding and Cleanup” shall be made at the Lump Sum contract price as set forth on the Bid Schedule. Payment as specified shall constitute full compensation for all labor, materials, equipment and incidentals necessary to complete the “Seeding and Cleanup” work specified herein.

The fixed amount shown on the Bid Schedule for “Landscape Allowance” represents the ENGINEER’S best estimate of the cost of repairing existing landscape features. The method of payment shall be reimbursement of the actual, documented costs of replacement plus five (5) percent. The ENGINEER must pre-approve the type, location, and cost of all landscape plantings as set forth above. Payment as specified shall constitute full compensation for all labor, materials, equipment and incidentals necessary to complete the “Landscaping” work specified herein.

**-- THE END --**



MATTHEW G. BEVIN  
GOVERNOR

CHARLES G. SNAVELY  
SECRETARY

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

ANTHONY R. HATTON  
COMMISSIONER

300 SOWER BOULEVARD  
FRANKFORT, KENTUCKY 40601

March 27, 2019

Mr. Greg Preece  
Kentucky Transportation Cabinet (KYTC)  
200 Mero Street  
Frankfort, KY 40622

Re: §401 Water Quality Certification  
US 460 - Magoffin Co  
AI No.: 36050; Activity ID: APE20190001  
KYTC Item No: 10-8901  
Unnamed Tributaries of Meade Branch  
(37.7491 N, 83.0791 W)  
Magoffin County, Kentucky

Dear Mr. Preece:

The Kentucky Division of Water, Water Quality Certification Section received an *Application for Permit to Construct Across or Along a Stream and/or Water Quality Certification* on March 8, 2019 for the US 460 Ivy Point Curve Realignment Project in Magoffin County, Kentucky. A site visit was conducted on March 22, 2019 with representatives present from KYTC and the U.S. Army Corps of Engineers. It is my understanding that the proposed impacts include 1,676 linear feet of ephemeral stream. A Kentucky Water Quality Certification is not required for this activity. Appropriate BMPs should be implemented during construction activities. If the scope of the project changes please let me know, as a Water Quality Certification may be required.

The Water Quality Certification Program is the Commonwealth's review and authorization of the U.S. Army Corps of Engineers §404 Permit, including Nationwide Permits. Please contact the U.S. Army Corps of Engineers for information regarding U.S. Army Corps of Engineers §404 permitting requirements.

Other permits from the Division of Water may be required. If this activity occurs within a floodplain, a Floodplain Construction Permit may be required. Please contact the Floodplain Management Supervisor (502-564-3410) if you have questions regarding the Floodplain Construction Permit. If the project will disturb one acre or more of land, or is part of a larger common plan of development or sale that will ultimately disturb one acre or more of land, a Kentucky Pollution Discharge Elimination System (KPDES) Stormwater Permit shall be required. Please contact the Surface Water Permits Branch (502-564-3410 or SWPBSupport@ky.gov) for more information.

Be advised that impacts to stream and/or wetlands may not occur until all permits have been issued.

Please note that the reference number for this project is AI No. 36050. Please contact me by phone at 502-782-6995 or email at [samantha.vogeler@ky.gov](mailto:samantha.vogeler@ky.gov) if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Samantha Vogeler". The script is cursive and fluid, with the first name and last name clearly distinguishable.

**Samantha Vogeler, Project Manager**  
Water Quality Certification Section  
Kentucky Division of Water

cc: Crystal Byrd, USACE: Louisville District (via email: [crystal.d.byrd@usace.army.mil](mailto:crystal.d.byrd@usace.army.mil))  
Joshua George, DOW Hazard Regional Field Office (via email: [joshua.george@ky.gov](mailto:joshua.george@ky.gov))  
Dale Booth, Licking River Basin Coordinator (via email: [dale.booth@ky.gov](mailto:dale.booth@ky.gov))

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**Kentucky Transportation Cabinet**

**Highway District 10**

**And**

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

**Kentucky Pollutant Discharge Elimination System**

**Permit KYR10**

**Best Management Practices (BMP) plan**

**Groundwater protection plan**

**For Highway Construction Activities**

**For KYTC SYP #10-8901.00**

**[Reconstruction of US 460 in Magoffin County at  
Ivy Point Hill west of Saylorsville]**

**Project: PCN ## - #####**

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### Project information

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

1. Owner – Kentucky Transportation Cabinet, District \_10\_
2. Resident Engineer: (2)
3. Contractor name: (2)  
Address: (2)  
  
Phone number: (2)  
Contact: (2)  
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route (Address) US 460 in Salyersville, Magoffin County from MP 10.0 to 10.7 (1)
6. Latitude/Longitude (project mid-point) 37°44'54", -83°04'45" (1)
7. County (project mid-point) Magoffin County. (1)
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

### A. Site description:

1. Nature of Construction Activity (from letting project description)  
Reconstruction of US 460 near Salyersville, Magoffin County. Excavation and blasting, constructing of culvert pipes and pavement. (1)
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved  
843,601 cubic yards to be excavated. (1)

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4. Estimate of total project area (acres) 20 acre (1)
5. Estimate of area to be disturbed (acres) 19.3 acre (1)
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
7. Data describing existing soil condition (2)
8. Data describing existing discharge water quality (if any) (1) & (2)  
Muddy due to failing roadway embankment slope.
9. Receiving water name Licking River
10. TMDLs and Pollutants of Concern in Receiving Waters: (1 DEA)
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
12. Potential sources of pollutants:  
  
The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

## B. Sediment and Erosion Control Measures:

1. Plans for highway construction projects will include erosion control sheets that depict Disturbed Drainage Areas (DDAs) and related information. These plan sheets will show the existing project conditions with areas delineated by DDA within the right of way limits, the discharge points and the areas that drain to each discharge point. Project managers and

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designers will analyze the DDAs and identify Best Management Practices (BMPs) that are site specific. The balance of the BMPs for the project will be listed in the bid documents for selection and use by the contractor on the project with approval by the resident engineer.

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

2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.
3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
  - Construction Access – This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
  - At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.
  - Clearing and Grubbing – The following BMP's will be considered and used where appropriate.
    - Leaving areas undisturbed when possible.
    - Silt basins to provide silt volume for large areas.
    - Silt Traps Type A for small areas.
    - Silt Traps Type C in front of existing and drop inlets which are to be saved

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- Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
- Brush and/or other barriers to slow and/or divert runoff.
- Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
- Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
- Non-standard or innovative methods.
- Cut & Fill and placement of drainage structures - The BMP Plan will be modified to show additional BMP's such as:
  - Silt Traps Type B in ditches and/or drainways as they are completed
  - Silt Traps Type C in front of pipes after they are placed
  - Channel Lining
  - Erosion Control Blanket
  - Temporary mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
  - Non-standard or innovative methods
- Profile and X-Section in place – The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
  - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
  - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
  - Additional Channel Lining and/or Erosion Control Blanket.
  - Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
  - Special BMP's such as Karst Policy
- Finish Work (Paving, Seeding, Protect, etc.) – A final BMP Plan will result from modifications during this phase of construction. Probably changes include:
  - Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
  - Permanent Seeding and Protection
  - Placing Sod
  - Planting trees and/or shrubs where they are included in the project
- 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

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discharges that will occur after construction has been completed  
are : (1)

### C. Other Control Measures

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

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.

2. Hazardous Waste

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

3. 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

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- 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

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be covered with mulch or blankets or worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

### ➤ **Paints:**

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

### ➤ **Concrete Truck Washout:**

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

### ➤ **Spill Control Practices**

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

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- 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.

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### D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. (1)

### E. Maintenance

1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
  - Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance. (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.

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- Inspection reports will be written, signed, dated, and kept on file.
- Areas at final grade will be seeded and mulched within 14 days.
- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 70 percent of the design capacity and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

## G. Non – Storm Water discharges

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

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

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## H. Groundwater Protection Plan (3)

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

➤ Contractors statement: (3)

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

\_\_\_\_\_ 2. (e) land treatment or land disposal of a pollutant;

\_\_\_\_\_ 2. (f) Storing, ..., or related handling of hazardous waste, solid waste or special waste, ..., in tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);

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

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

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

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

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

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

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;

## KyTC BMP Plan for Project PCN ## - #####

- (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.)

KyTC BMP Plan for Project PCN ## - #####

Contractor and Resident Engineer Plan certification

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

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

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

Resident Engineer and Contractor Certification:

(2) Resident Engineer signature

Signed \_\_\_\_\_ title \_\_\_\_\_, \_\_\_\_\_  
Typed or printed name<sup>2</sup> signature

(3) Signed \_\_\_\_\_ title \_\_\_\_\_, \_\_\_\_\_  
Typed or printed name<sup>1</sup> signature

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

## Sub-Contractor Certification

Subcontractor

Name:  
Address:  
Address:

Phone:

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

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

Signed \_\_\_\_\_ title \_\_\_\_\_,  
 Typed or printed name<sup>1</sup> \_\_\_\_\_ signature \_\_\_\_\_

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

## ***SPECIAL NOTE***

### **Filing of eNOI for KPDES Construction Stormwater Permit**

**County: Magoffin  
Item No.: 10-8901.00**

**Route: US 460  
KDOW Submittal ID:**

**Project Description: Reconstruct US 460 in Menifee County in Magoffin County near Salyersville between M.P. 10.0-10.7.**

A Notice of Intent for obtaining coverage under the Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Stormwater Discharges Associated with Construction Activities (KYR10) has been drafted, copy of which is attached. Upon award, the Contractor will be identified in Section III of the form as the "Building Contractor" and it will be submitted for approval to the Kentucky Division of Water. The Contractor shall be responsible for advancing the work in a manner that is compliant with all applicable and appropriate KYTC specifications for sediment and erosion control as well as meeting the requirements of the KYR10 permit and the KDOW.

Upon award of the project, the appropriate District Project Delivery & Preservation Branch is Responsible for providing the eNOI preparer (Brandy Fletcher) with the Contractor's name, address and CID #. The project eNOI preparer is responsible for completing and submitting the eNOI document.

The eNOI preparer will notify the appropriate Project Delivery & Preservation Branch when the NOI is approved. The approved NOI will be placed in Site Manager. This will need to be accomplished prior to any on-site work.

This note confirms with the Joint Design (05-2017)/Construction (02-2017) Memorandum issued on March 28, 2017.

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

EROSION CONTROL MEASURES EMPLOYED BY THE CONTRACTOR WILL BE UNIQUE TO THE PROJECT AND WORK CONDITIONS AND SHALL BE APPROVED BY THE SECTION ENGINEER. THE DEVELOPMENT AND UTILIZATION OF THESE MEASURES WILL BE RECORDED AS PART OF THE BMP, KEPT ON SITE, AND AVAILABLE FOR PUBLIC INSPECTION.

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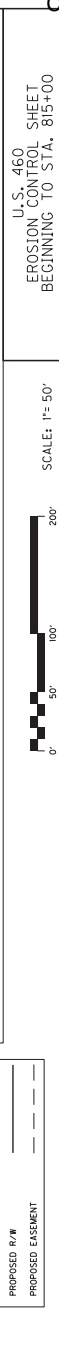
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DISTURBED DRAINAGE AREAS		
SACCTON	ESTIMATED AREA ACRES	WATERSHED SEDIMENT VOLUME CU YDS
DDA 1	0.26	936
DDA 2	0.23	828
DDA 3	0.65	2,340
DDA 4	0.35	1,260
DDA 5	1.89	6,804

• TOTAL DISTURBED AREA (AC.)	19.3
TEMP. SEED & PROTECT. (SY.)	46,730
TOTAL DISTURBED AREA, LESS AREAS WHICH WILL BE PERMANENTLY STABILIZED (AC.)	17.4
PERMANENT SEED & MULCH (SY.)	84,223

EROSION CONTROL LEGEND	
SILT TRAP TYPE A ALTERNATE 1	
SILT TRAP TYPE A ALTERNATE 2	
SILT TRAP TYPE B	
SILT TRAP TYPE C	
SILT FENCE	
TEMPORARY SILT DITCH	
DISTURBED DRAINAGE AREA	
OVERLAND SHEET FLOW	
PROPOSED R/W	
PROPOSED EASEMENT	

U.S. 460  
EROSION CONTROL SHEET  
BEGINNING TO STA. 815+00

SCALE: 1"= 50'

0' 50' 100' 200'

PROPOSED R/W  
PROPOSED EASEMENT




50'

3.07812794

LONG-8

Id

50'

100'

3

WD.179.270

6	8		

1.91	6.87
0.63	2.26
0.01	36

DDA 11
DDA 12
DDA 15

De

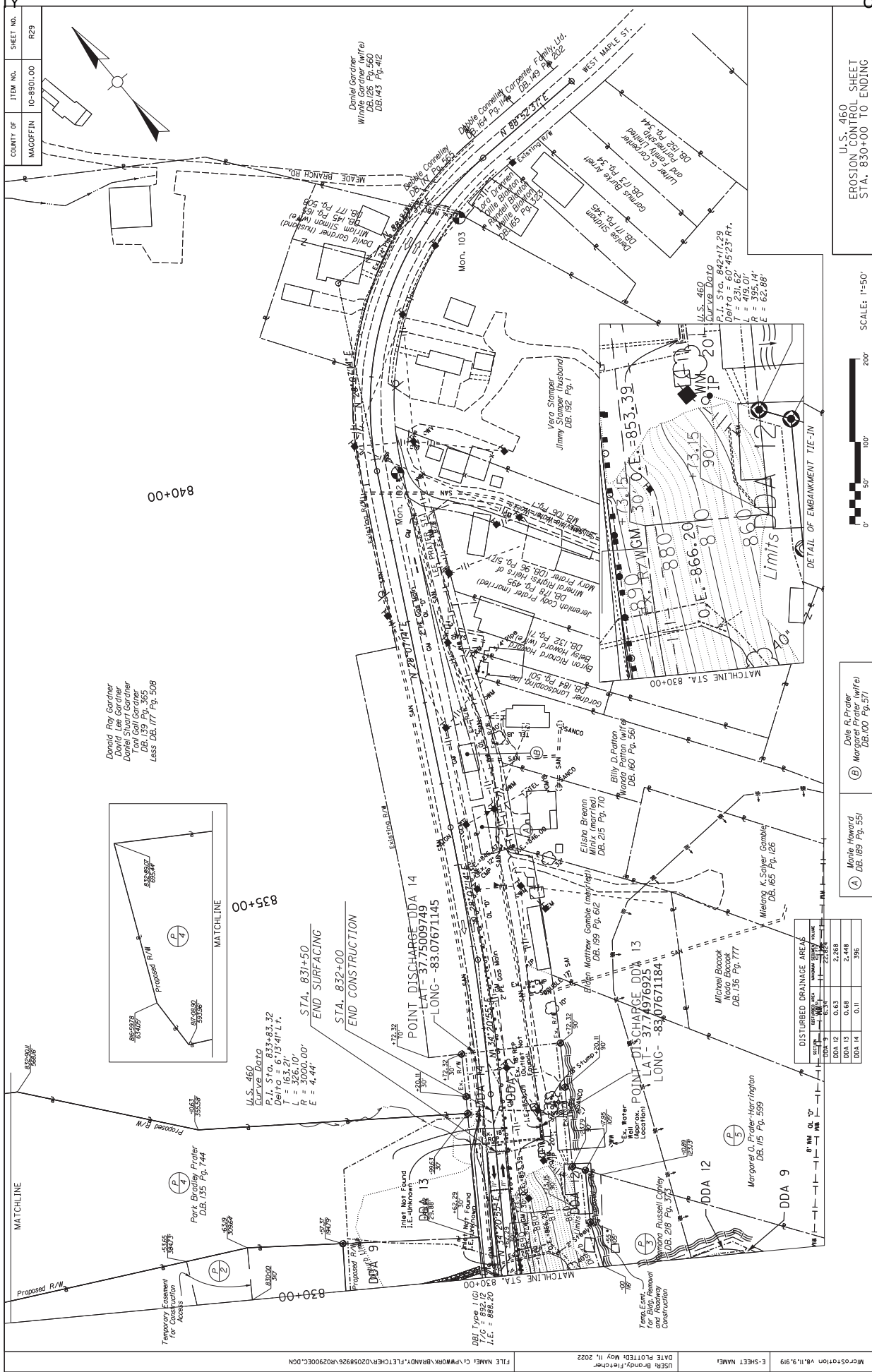


EXHIBIT #2

May-22


Reconstruct U.S. 460 in Magoffin County Salyersville, KY between M.P 10.0 to 10.7.

KPDES NOI for Stormwater Discharges Associated with  
Construction Activity Under the KPDES General Permit

Transaction ID:

37a355f6-7776-4d40-b859-6ac472ea95d6

To be submitted by the eNOI Preparer

	<h2>KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES)</h2> <p>Notice of Intent (NOI) for coverage of Storm Water Discharge Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000</p> <p>Click here for Instructions (Controls/KPDES_FormKYR10_Instructions.htm)</p> <p>Click here to obtain information and a copy of the KPDES General Permit. (<a href="http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf">http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf</a>)</p> <p>(*) indicates a required field; (✓) indicates a field may be required based on user input or is an optionally required field</p>		
Reason for Submittal: (*) Application for New Permit Coverage	Agency Interest ID: Agency Interest ID	Permit Number: (✓) KPDES Permit Number	
If change to existing permit coverage is requested, describe the changes for which modification of coverage is being sought: (✓)			
<b>ELIGIBILITY:</b> Stormwater discharges associated with construction activities disturbing individually one (1) acre or more, including, in the case of a common plan of development, contiguous construction activities that cumulatively equal one (1) acre or more of disturbance.			
<b>EXCLUSIONS:</b> The following are excluded from coverage under this general permit: 1) Are conducted at or on properties that have obtained an individual KPDES permit for the discharge of other wastewaters which requires the development and implementation of a Best Management Practices (BMP) plan; 2) Any operation that the DOW determines an individual permit would better address the discharges from that operation; 3) Any project that discharges to an Impaired Water listed in the most recent Integrated Report, §305(b) as impaired for sediment and for which an approved TMDL has been developed.			
SECTION I -- FACILITY OPERATOR INFORMATION (PERMITTEE)			
Company Name: (✓) Kentucky Transportation Cabinet	First Name: (✓) Corbett	M.I.: MI	Last Name: (✓) Caudill
Mailing Address: (*) 473 Highway 15 South	City: (*) Jackson	State: (*) Kentucky	Zip: (*) 41339

5/31/22, 12:19 PM

eMail Address:(*) Corbett.Caudill@ky.gov		Business Phone:(*) 6066668841		Alternate Phone: Phone	
SECTION II -- GENERAL SITE LOCATION INFORMATION					
Project Name:(*) US 460 Ivy Point Hill		Status of Owner/Operator(*) State Government		SIC Code(*) 1611 Highway and Street Constr	
Company Name:(✓) Kentucky Transportation Cabinet		First Name:(✓) Corbett		M.I.: MI	
Site Physical Address:(*) U.S. 460 Magoffin County, Kentucky					
City:(*) Salyersville		State:(*) Kentucky		Zip:(*) 41465	
County:(*) Magoffin		Latitude(decimal degrees)(*)DMS to DD Converter (https://www.fcc.gov/media/radio/dms-decimal) 37.749623		Longitude(decimal degrees)(*) -83.080964	
SECTION III -- SPECIFIC SITE ACTIVITY INFORMATION					
Project Description:(*) IMPROVE US-460 IN MAGOFFIN COUNTY AT IVY POINT HILL WEST OF SALYERSVILLE.					
a. For single projects provide the following information					
Total Number of Acres in Project:(✓) 20		Total Number of Acres Disturbed:(✓) 19.3			
Anticipated Start Date:(✓) 10/1/2022		Anticipated Completion Date:(✓) 4/1/2024			
b. For common plans of development provide the following information					
Total Number of Acres in Project:(✓) # Acre(s)		Total Number of Acres Disturbed:(✓) # Acre(s)			

Number of individual lots in development, if applicable:(✓)

# lot(s)

Number of lots in development:(✓)

# lot(s)

Total acreage of lots intended to be developed:(✓)

Project Acres

Number of acres intended to be disturbed at any one time:(✓)

Disturbed Acres

Anticipated Start Date:(✓)

Anticipated Completion Date:(✓)

List Building Contractor(s) at the time of Application:(\*)

Company Name

+

SECTION IV -- IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED

Discharge Point(s):

Unnamed Tributary?	Latitude	Longitude	Receiving Water Name	
1	0	0		Delete
2	No	37.7486544	Licking River	Delete
3	No	37.7500974	Licking River	Delete
4	No	37.7497692	Licking River	Delete
5	No	37.7471876	Licking River	Delete
6	No	37.7491030	Licking River	Delete
7	No	37.7497155	Licking River	Delete
8	No	37.7504819	Licking River	Delete
9	No	37.7509627	Licking River	Delete
+				

SECTION V -- IF THE PERMITTED SITE DISCHARGES TO A MS4 THE FOLLOWING INFORMATION IS REQUIRED

Name of MS4:

Date of application/notification to the MS4 for construction site permit coverage:

Discharge Point(s):(\*)

<div>Date</div>		<div></div>	
SECTION VI -- WILL THE PROJECT REQUIRE CONSTRUCTION ACTIVITIES IN A WATER BODY OR THE RIPARIAN ZONE?			
Will the project require construction activities in a water body or the riparian zone?:(*)		<div>No</div>	
If Yes, describe scope of activity: (✓)		<div>describe scope of activity</div>	
Is a Clean Water Act 404 permit required?:(*)		<div>Yes</div>	
Is a Clean Water Act 401 Water Quality Certification required?:(*)		<div>No</div>	
SECTION VII -- NOI PREPARER INFORMATION			
First Name:(*) BRANDY	M.I.: MI	Last Name:(*) FLETCHER	Company Name:(*) Kentucky Transportation Cabinet
Mailing Address:(*) 473 Highway 15 South	City:(*) Jackson	State:(*) Kentucky	Zip:(*) 41339
eMail Address:(*) brandy.fletcher@ky.gov	Business Phone:(*) 606-666-8841		Alternate Phone: Phone
SECTION VIII -- ATTACHMENTS			
Facility Location Map:(*)		<div>Upload file</div>	
Supplemental Information:		<div>Upload file</div>	
SECTION IX -- CERTIFICATION			
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that			

qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information 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.

Signature: (*) Brandy Fletcher		Title: (*) TET II	
First Name: (*) Brandy	M.I.: MI	Last Name: (*) Fletcher	
eMail Address: (*) brandy.fletcher@ky.gov	Business Phone: (*) 606-666-8841	Alternate Phone: Phone	Signature Date: (*) 5/31/2022
<div>Click to Save Values for Future Retrieval</div> <div>Click to Submit to EEC</div>			

**PART II**

**SPECIFICATIONS AND STANDARD DRAWINGS**

### **SPECIFICATIONS REFERENCE**

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2019* and *Standard Drawings, Edition of 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:

<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

## **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:

- 1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- 2) 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.
  - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
  - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
  - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.

- 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/⇒⇒⇒/	/MIN/SPEED/**MPH/
/KEEP/LEFT/⇐⇐⇐/	/ICY/BRIDGE/AHEAD/ /ONE
/LOOSE/GRAVEL/AHEAD/	LANE/BRIDGE/AHEAD/
/RD WORK/NEXT/**MILES/	/ROUGH/ROAD/AHEAD/
/TWO WAY/TRAFFIC/AHEAD/	/MERGING/TRAFFIC/AHEAD/
/PAINT/CREW/AHEAD/	/NEXT/***/MILES/
/REDUCE/SPEED/**MPH/	/HEAVY/TRAFFIC/AHEAD/
/BRIDGE/WORK/***() FT/	/SPEED/LIMIT/**MPH/
/MAX/SPEED/**MPH/	/BUMP/AHEAD/
/SURVEY/PARTY/AHEAD/	/TWO/WAY/TRAFFIC/

\*Insert numerals as directed by the Engineer.  
Add other messages during the project when required by the Engineer.

2.3 Power.

- 1) 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

11  
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:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02671	Portable Changeable Message Sign	Each

Effective June 15, 2012

11N

## **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.

11N

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

Code  
20071EC

Pay Item  
Joint Adhesive

Pay Unit  
Linear Foot

May 7, 2014

## **PART III**

### **EMPLOYMENT, WAGE AND RECORD REQUIREMENTS**

REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. 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
- XI. 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 design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) 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 non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

III. NONSEGREGATED FACILITIES

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the 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.

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

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

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

## 2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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

#### **4. Apprentices and trainees (29 CFR 5.5)**

##### **a. Apprentices (programs of the USDOL).**

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

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

##### **b. Trainees (programs of the USDOL).**

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

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

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

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

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract 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 (29 CFR 5.5)**

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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 watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 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. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum 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. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) 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.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## **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)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 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 200.326.

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 200.326.

**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 (<https://www.sam.gov/>). 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.

**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 contractor). "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 (<https://www.sam.gov/>), 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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#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) 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;

(b) 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

(c) 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)

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

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **Standard Title VI/Non-Discrimination Statutes and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (7) provides:

No present or former public servant shall, within six (6) months following termination of his office or employment, accept employment, compensation, or other economic benefit from any person or business that contracts or does business with, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his tenure in state government. This subsection shall not prohibit the performance of ministerial functions, including but not limited to filing tax returns, filing applications for permits or licenses, or filing incorporation papers, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

A former public servant shall not represent a person or business before a state agency in a matter in which the former public servant was directly involved during the last thirty-six (36) months of his tenure, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 1025 Capital Center Drive, Suite 104, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: May 23, 2022

"General Decision Number: KY20220107 02/25/2022

Superseded General Decision Number: KY20210107

State: Kentucky

Construction Type: Highway

Counties: Adair, Barren, Bell, Breathitt, Casey, Clay, Clinton, Cumberland, Estill, Floyd, Garrard, Green, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lincoln, Magoffin, Martin, McCreary, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Powell, Pulaski, Rockcastle, Russell, Taylor, Wayne, Whitley and Wolfe Counties in Kentucky.

#### HIGHWAY CONSTRUCTION PROJECTS

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)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$15.00 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 2022.</li></ul>
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:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$11.25 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 2022.</li></ul>

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

<https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

SUKY2015-047 10/20/2015

	Rates	Fringes
BOILERMAKER.....	\$ 24.65	12.94
BRICKLAYER		
Bricklayer.....	\$ 22.90	8.50
Stone Mason.....	\$ 21.50	8.50
CARPENTER		
Carpenter.....	\$ 24.90	14.50
Piledriver.....	\$ 24.55	14.50
CEMENT MASON.....	\$ 21.25	8.50
ELECTRICIAN		
Electrician.....	\$ 29.36	10.55
Equipment Operator.....	\$ 26.90	10.31
Groundsman.....	\$ 17.79	8.51
Lineman.....	\$ 30.09	10.94

When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet.

IRONWORKER.....	\$ 27.56	20.57
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# LABORER

Group 1.....	\$ 21.80	12.36
Group 2.....	\$ 22.05	12.36
Group 3.....	\$ 22.10	12.36
Group 4.....	\$ 22.70	12.36

GROUP 1: Aging and Curing of Concrete (Any Mode or Method), Asbestos Abatement Worker, Asphalt Plant Laborers, Asphalt Laborers, Batch Truck Dumpers, Carpenter Tenders, Cement Mason Tenders, Cleaning of Machines, Concrete Laborers, Demolition Laborers, Dredging Laborers, Drill Tender, Environmental Laborer - Nuclear, Radiation, Toxic and Hazardous Waste - Level D, Flagmen, Grade Checkers, All Hand Digging and Hand Back Filling, Highway Marker Placers, Landscaping Laborers, Mesh Handlers and Placers, Puddler, Railroad Laborers, Rip-rap and Grouters, Right of Way Laborers, Sign, Guard Rail and Fence Installers (All Types), Signalmen, Sound Barrier Installer, Storm and Sanitary Sewer Laborers, Swampers, Truck Spotters and Dumpers, Wrecking of Concrete Forms, General Cleanup

GROUP 2: Batter Board Men (Sanitary and Storm Sewer), Brickmason Tenders, Mortar Mixer Operator, Scaffold Builders, Burner and Welder, Bushammers, Chain Saw Operator, Concrete Saw Operators, Deckhand Scow Man, Dry Cement Handlers, Environmental Laborers - Nuclear, Radiation, Toxic and Hazardous Waste - Level C, Forklift Operators for Masonry, Form Setters, Green Concrete Cutting, Hand Operated Grouter and Grinder Machine Operator, Jack Hammers, Lead Paint

Abatement, Pavement Breakers, Paving Joint Machine, Pipe Layers - Laser Operators (Non-metallic), Plastic Pipe Fusion, Power Driven Georgia Buggy and Wheel Barrow, Power Post Hole Diggers, Precast Manhole Setters, Walk-behind Tampers, Walk-behind Trenchers, Sand Blasters, Concrete Chippers, Surface Grinders, Vibrator Operators, Wagon Drillers  
GROUP 3: Air Track Driller (All Types), Asphalt Luteman and Rakers, Gunnite Nozzleman, Gunnite Operators and Mixers, Grout Pump Operator, Powderman and Blaster, Side Rail Setters, Rail Paved Ditches, Screw Operators, Tunnel Laborers (Free Air), Water Blasters  
GROUP 4: Caisson Workers (Free Air), Cement Finishers, Environmental Laborer - Nuclear, Radiation, Toxic and Hazardous Waste - Level A and B, miners and Drillers (Free Air), Tunnel Blasters, and Tunnel Mockers (Free Air), Directional and Horizontal Boring, Air Track Drillers (All Types), Powder Man and Blasters, Troxler and Concrete Tester if Laborer is Utilized

PAINTER

All Excluding Bridges.....	\$ 19.92	9.57
Bridges.....	\$ 23.92	10.07

PLUMBER.....	\$ 22.52	7.80
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POWER EQUIPMENT OPERATOR:

Group 1.....	\$ 29.95	14.40
Group 2.....	\$ 29.95	14.40
Group 3.....	\$ 27.26	14.40
Group 4.....	\$ 26.96	14.40

GROUP 1: Auto Patrol, Batch Plant, Bituminous Paver, Cable-Way, Clamshell, Concrete Mixer (21 cu ft or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Engineer, Elevator (regardless of ownership when used for hoisting any building material), Elevating Grader and all types of Loaders, Hoe-type Machine, Hoisting Engine, Locomotive, LeTourneau or Carry-all Scoop, Bulldozer, Mechanic, Orangepeel Bucket, Piledriver, Power Blade, Roller (Bituminous), Roller (Earth), Roller (Rock), Scarifier, Shovel, Tractor Shovel, Truck Crane, Well Point, Winch Truck, Push Dozer, Grout Pump, High Lift, Fork Lift (regardless of lift height), all types of Boom Cats, Multiple Operator, Core Drill, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Grade-All, Hoist, Hyster, Material Pump, Pumpcrete, Ross Carrier, Sheepfoot, Sideboom, Throttle-Valve Man, Rotary Drill, Power Generator, Mucking Machine, Rock Spreader attached to Equipment, Scoopmobile, KeCal Loader, Tower Cranes, (French, German and other types), Hydrocrane, Tugger, Backfiller Gurries, Self-propelled Compactor, Self-Contained Hydraulic Percussion Drill  
GROUP 2: All Air Compressors (200 cu ft/min or greater), Bituminous Mixer, Concrete Mixer (21 cu. ft. or over), Welding Machine, Form Grader, Tractor (50 hp and over), Bull Float, Finish Machine, Outboard Motor Boat, Brakeman, Mechanic Tender, Whirly Oiler, Tract-air, Road Widening Trencher, Articulating Trucks  
GROUP 3: Greaser on Grease Facilities servicing Heavy Equipment  
GROUP 4: Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Pump, Tamping Machine, Tractor (under 50 hp), Vibrator, Oiler, Air Compressor (under 200 cu ft per minute), Concrete Saw, Burlap and Curing Machine, Hydro Seeder, Power Form Handling Equipment, Deckhand Oiler, Hydraulic Post Driver

SHEET METAL WORKER.....	\$ 20.40	7.80
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TRUCK DRIVER

Driver (3 Tons and Over), Driver (Truck Mounted Rotary Drill).....\$ 23.74	14.50
Driver (3 Tons and Under), Tire Changer and Truck Mechanic Tender.....\$ 23.53	14.50
Driver (Semi-Trailer or Pole Trailer), Driver (Dump Truck, Tandem Axle), Driver of Distributor.....\$ 23.40	14.50
Driver on Mixer Trucks (All Types).....\$ 23.45	14.50
Driver on Pavement Breakers.\$ 23.55	14.50
Driver, Euclid and Other Heavy Earth Moving Equipment and Low Boy.....\$ 24.31	14.50
Driver, Winch Truck and A- Frame when used in Transporting Materials.....\$ 23.30	14.50
Greaser on Greasing Facilities.....\$ 24.40	14.50
Truck Mechanic.....\$ 23.50	14.50
Truck Tender and Warehouseman.....\$ 23.20	14.50

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

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

# WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

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

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

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

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

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

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

**Overtime is to be paid to an employee at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. Wage violations or questions should be directed to the designated Engineer or the undersigned.**

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

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
7.0%	6.9%

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

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

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

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

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

## **PART IV**

## **INSURANCE**

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

**PART V**

**BID ITEMS**

Report Date 7/25/22

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	3,519.00	TON		\$	
0020	00020		TRAFFIC BOUND BASE	57.00	TON		\$	
0030	00078		CRUSHED AGGREGATE SIZE NO 2	200.00	TON		\$	
0040	00100		ASPHALT SEAL AGGREGATE	186.00	TON		\$	
0050	00103		ASPHALT SEAL COAT	4.00	TON		\$	
0060	00190		LEVELING & WEDGING PG64-22	201.00	TON		\$	
0070	00212		CL2 ASPH BASE 1.00D PG64-22	890.00	TON		\$	
0080	00221		CL2 ASPH BASE 0.75D PG64-22	1,070.00	TON		\$	
0090	00307		CL2 ASPH SURF 0.38B PG64-22	761.00	TON		\$	
0100	00356		ASPHALT MATERIAL FOR TACK	3.00	TON		\$	
0110	20071EC		JOINT ADHESIVE	2,700.00	LF		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0120	00078		CRUSHED AGGREGATE SIZE NO 2	2.00	TON		\$	
0130	01984		DELINEATOR FOR BARRIER - WHITE	31.00	EACH		\$	
0140	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	8.00	EACH		\$	
0150	02003		RELOCATE TEMP CONC BARRIER	220.00	LF		\$	
0160	02014		BARRICADE-TYPE III	8.00	EACH		\$	
0170	02091		REMOVE PAVEMENT	745.00	SQYD		\$	
0180	02159		TEMP DITCH	1,500.00	LF		\$	
0190	02160		CLEAN TEMP DITCH	750.00	LF		\$	
0200	02200		ROADWAY EXCAVATION	843,601.00	CUYD		\$	
0210	02242		WATER	35.00	MGAL		\$	
0220	02351		GUARDRAIL-STEEL W BEAM-S FACE	607.50	LF		\$	
0230	02360		GUARDRAIL TERMINAL SECTION NO 1	2.00	EACH		\$	
0240	02381		REMOVE GUARDRAIL	160.00	LF		\$	
0250	02391		GUARDRAIL END TREATMENT TYPE 4A	3.00	EACH		\$	
0260	02399		EXTRA LENGTH GUARDRAIL POST	94.00	EACH		\$	
0270	02429		RIGHT-OF-WAY MONUMENT TYPE 1	35.00	EACH		\$	
0280	02432		WITNESS POST	10.00	EACH		\$	
0290	02488		CHANNEL LINING CLASS IV	970.00	CUYD		\$	
0300	02545		CLEARING AND GRUBBING APPROXIMATELY 18.9 ACRES	1.00	LS		\$	
0310	02555		CONCRETE-CLASS B	25.00	CUYD		\$	
0320	02562		TEMPORARY SIGNS	573.00	SQFT		\$	
0330	02585		EDGE KEY	44.00	LF		\$	
0340	02602		FABRIC-GEOTEXTILE CLASS 1	7,721.00	SQYD		\$	
0350	02607		FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	823.00	SQYD	\$2.00	\$	\$1,646.00
0360	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0370	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0380	02690		SAFELOADING	13.60	CUYD		\$	
0390	02701		TEMP SILT FENCE	1,500.00	LF		\$	
0400	02703		SILT TRAP TYPE A	20.00	EACH		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0410	02704		SILT TRAP TYPE B	20.00	EACH		\$	
0420	02705		SILT TRAP TYPE C	20.00	EACH		\$	
0430	02706		CLEAN SILT TRAP TYPE A	20.00	EACH		\$	
0440	02707		CLEAN SILT TRAP TYPE B	20.00	EACH		\$	
0450	02708		CLEAN SILT TRAP TYPE C	20.00	EACH		\$	
0460	02726		STAKING	1.00	LS		\$	
0470	02898		RELOCATE CRASH CUSHION	2.00	EACH		\$	
0480	03171		CONCRETE BARRIER WALL TYPE 9T	1,360.00	LF		\$	
0490	05950		EROSION CONTROL BLANKET	955.00	SQYD		\$	
0500	05952		TEMP MULCH	62,306.00	SQYD		\$	
0510	05953		TEMP SEEDING AND PROTECTION	46,730.00	SQYD		\$	
0520	05963		INITIAL FERTILIZER	2.60	TON		\$	
0530	05964		MAINTENANCE FERTILIZER	4.40	TON		\$	
0540	05985		SEEDING AND PROTECTION	84,223.00	SQYD		\$	
0550	05989		SPECIAL SEEDING CROWN VETCH	14,483.00	SQYD		\$	
0560	05992		AGRICULTURAL LIMESTONE	52.00	TON		\$	
0570	06510		PAVE STRIPING-TEMP PAINT-4 IN	7,772.00	LF		\$	
0580	06514		PAVE STRIPING-PERM PAINT-4 IN	560.00	LF		\$	
0590	06542		PAVE STRIPING-THERMO-6 IN W	4,433.00	LF		\$	
0600	06543		PAVE STRIPING-THERMO-6 IN Y	2,155.00	LF		\$	
0610	06568		PAVE MARKING-THERMO STOP BAR-24IN	16.00	LF		\$	
0620	08100		CONCRETE-CLASS A	1.68	CUYD		\$	
0630	08901		CRASH CUSHION TY VI CLASS BT TL2	4.00	EACH		\$	
0640	10020NS		FUEL ADJUSTMENT	147,559.00	DOLL	\$1.00	\$	\$147,559.00
0650	20430ED		SAW CUT	1,814.00	LF		\$	
0660	21289ED		LONGITUDINAL EDGE KEY	1,103.00	LF		\$	
0670	24540		R/W MONUMENT TYPE 3	2.00	EACH		\$	
0680	24814EC		PIPELINE INSPECTION	224.00	LF		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0690	00441		ENTRANCE PIPE-18 IN	54.00	LF		\$	
0700	00522		STORM SEWER PIPE-18 IN	94.00	LF		\$	
0710	00524		STORM SEWER PIPE-24 IN	246.00	LF		\$	
0720	01000		PERFORATED PIPE-4 IN	400.00	LF		\$	
0730	01010		NON-PERFORATED PIPE-4 IN	30.00	LF		\$	
0740	01020		PERF PIPE HEADWALL TY 1-4 IN	1.00	EACH		\$	
0750	01024		PERF PIPE HEADWALL TY 2-4 IN	1.00	EACH		\$	
0760	01208		PIPE CULVERT HEADWALL-24 IN	3.00	EACH		\$	
0770	01433		SLOPED BOX OUTLET TYPE 1-18 IN	1.00	EACH		\$	
0780	01451		S & F BOX INLET-OUTLET-24 IN	1.00	EACH		\$	
0790	01490		DROP BOX INLET TYPE 1	3.00	EACH		\$	
0800	01650		JUNCTION BOX	1.00	EACH		\$	
0810	20166ES810		TEMPORARY PIPE	54.00	LF		\$	

Section: 0004 - GASLINE - KY FRONTIER GAS

Report Date 7/25/22

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0820	16015		G PIPE POLYETHYLENE/PLASTIC 02 INCH	83.00	LF		\$	
0830	16016		G PIPE POLYETHYLENE/PLASTIC 03 INCH	55.00	LF		\$	
0840	16041		G TIE-IN POLYETHYLENE/PLASTIC 02 INCH	4.00	EACH		\$	
0850	16042		G TIE-IN POLYETHYLENE/PLASTIC 03 INCH	2.00	EACH		\$	
0860	16050		G VALVE POLYETHYLENE/PLASTIC 03 INCH	1.00	EACH		\$	
0870	16065		G LINE MARKER	6.00	EACH		\$	

Section: 0005 - SEWER - SALYERSVILLE WATER WORKS

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0880	15021		S ENCASEMENT STEEL OPEN CUT RANGE 2	40.00	LF		\$	
0890	15029		S FORCE MAIN AIR RLS/VAC VLV SPCL	1.00	EACH		\$	
0900	15049		S FORCE MAIN PE/PLASTIC 02 INCH	1,005.00	LF		\$	
0910	15056		S FORCE MAIN PE/PLASTIC 14 INCH	2,750.00	LF		\$	
0920	15084		S FORCE MAIN VALVE GATE	3.00	EACH		\$	
0930	15085		S FORCE MAIN VALVE SPECIAL	3.00	EACH		\$	
0940	15143		S DISINFECT BYPASS & REPORT INCIDENT	2.00	EACH		\$	
0950	15144		S HAUL SEWAGE TO TREATMENT PLANT	6.00	MGAL		\$	

Section: 0006 - WATERLINE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0960	14503		W CAP EXISTING MAIN INST	4.00	EACH		\$	
0970	14505		W ENCASEMENT STEEL OPEN CUT RANGE 2 INST	55.00	LF		\$	
0980	14547		W PIPE PVC 08 INCH INST	70.00	LF		\$	
0990	14573		W TAPPING SLEEVE AND VALVE SIZE 1 INST	4.00	EACH		\$	
1000	14637		W BLOWOFF ASSEMBLY INST -	2.00	EACH		\$	

Section: 0007 - DEMOBILIZATION AND/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1010	02568		MOBILIZATION	1.00	LS		\$	
1020	02569		DEMOBILIZATION	1.00	LS		\$	