



CALL NO. 202

CONTRACT ID. 221044

KENTON COUNTY

FED/STATE PROJECT NUMBER 059GR22D030

DESCRIPTION RICHARDSON ROAD(KY-1829) and DECOURSEY PIKE (KY 177)

WORK TYPE ASPHALT REHAB WITH GRADE & DRAIN

PRIMARY COMPLETION DATE 10/15/2023

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 - 7%

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

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 06

CONTRACT ID - 221044
059GR22D030
COUNTY - KENTON
PCN - 0605901772201
HSIP 5220(003)

DECOURSEY PIKE (KY 177) (MP 9.050) FROM 0.12 MILE SOUTH OF KY 536 EXTENDING NORTH TO 0.13 MILE NORTH OF KY 536 (MP 9.300), A DISTANCE OF 0.25 MILES.ASPHALT PAVEMENT & ROADWAY REHAB SYP NO. 06-09018.01.
GEOGRAPHIC COORDINATES LATITUDE 38:54:45.80 LONGITUDE 84:27:07.20
ADT 2,139

PCN - DE05918292214
HSIP 8202005

RICHARDSON ROAD(KY-1829) (MP 1.2) CORRECT DROP OFFS, IMPROVE DITCHING, REMOVE TREES IN CLEAR ZONE, AND INSTALL HFS FROM MP 1.2 TO MP 2.25 PM KY 1829 IN KENTON COUNTY (MP 2.25), A DISTANCE OF 0.86 MILES.ASPHALT REHAB WITH GRADE & DRAIN SYP NO. 06-09016.00.
GEOGRAPHIC COORDINATES LATITUDE 38:58:21.00 LONGITUDE 84:35:23.00
ADT

COMPLETION DATE(S):
COMPLETED BY 10/15/2023 APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

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

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

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 2nd 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
6th 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 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.

DGA BASE

Unless otherwise noted, the Department estimates the rate of application for DGA Base to be 115 lbs/sy per inch of depth.

DGA BASE FOR SHOULDERS

Unless otherwise noted, the Department estimates the rate of application for DGA Base for Shoulders to be 115 lbs/sy per inch of depth. The Department will not measure necessary grading and/or shaping of existing shoulders prior to placing of DGA Base, but shall be incidental to the Contract unit price per ton for DGA Base.

Accept payment at the Contract unit price per ton as full compensation for all labor, materials, equipment, and incidentals for grading and/or shaping of existing shoulders and furnishing, placing, and compacting the DGA Base.

INCIDENTAL SURFACING

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

OPTION B

Be advised that the Department will control and accept compaction of asphalt mixtures furnished on this project under OPTION B in accordance with Sections 402 and 403.

Special Notes Applicable to Project
GENERAL NOTES and DESCRIPTION OF WORK – Item 6-9018.01

CAUTION

The information in this proposal and shown on the plans and the type of work listed herein are approximate only and are not to be taken as an accurate evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions. The Department does not give any guarantee as to the accuracy of the data and no claim for money or time extension will be considered if the conditions encountered are not in accordance with the information shown.

STATIONING – Item 6-9018.01

The contractor is advised that the planned locations of work were established from a beginning station number which is STA 8+05 which is 0.04 miles southwest of the intersection of KY 177 and KY 536 (Visalia Road). Milepoints were established from a beginning Milepoint which is MP 10.21 which is 0.3 miles southwest of the intersection of KY 177 and KY 536. The existing mile marker signs may not correspond to the proposed work locations.

ON-SITE INSPECTION

Before submitting a bid for the work, make a thorough inspection of the site and determine existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid to be evidence of this inspection having been made. The Department will not honor any claims for money or time extension resulting from site conditions.

CONTROL

Perform all work under the absolute control of the Department of Highways. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties.

Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and his/her decision shall be final and binding upon the Contractor.

DESCRIPTION OF WORK – Item 6-9018.01

Work at the intersection of KY 177 and KY 536 will consist of installing an intersection conflict warning system and raising the grade of KY 536, including all operations associated with this improvement, including ditching and shouldering, removing and reinstalling signs, installation of an entrance pipe, tree trimming, and all other work contained in the plans. Removal of the existing flashing beacons, including the existing wood pole at LT. Sta. 9+56, will be paid under the bid item "Remove Signal Equipment."

SPECIAL NOTE FOR STAKING

Perform Contractor Staking according to Section 201; except, in addition to the requirements of Section 201, perform the following:

1. Contrary to Section 201, perform items 1-3 usually performed by the Engineer.
2. Verify the dimensions, type, and quantities of the culvert pipes, entrance pipes, and/or box culverts as listed and detailed in the proposal, and determine flow line elevations and slopes necessary to provide positive drainage. Revise as necessary to accommodate the existing site conditions; to provide proper alignment of the drainage structures with existing and/or proposed ditches, stream channels, swales, and the roadway lines and grades; and to ensure positive drainage upon completion of the work.
3. Using stakes, paint marks on the pavement, mag nails, and/or any other means approved by the Engineer, the Contractor shall mark and/or stake the proposed sign locations in the field. NOTE: The proposed signs are listed in the proposal by approximate location and are NOT to be taken as the exact location for the signs. During staking operations the Contractor shall review the signing layout and existing field conditions and look for potential conflicts, including but not limited to utilities, driveways, visual obstructions, etc. When conflicts are found, adjust the staked location of signs to mitigate conflicts. Because the sign locations in the proposal are approximate and the location of some signs may need to be adjusted due to conflicts, during staking operations the Contractor shall refer to and utilize the information in the Manual on Uniform on Traffic Control Devices (MUTCD), current edition. The MUTCD cover items such as: appropriate sign location, advance placement distances, and spacing requirements for signing. The intent is for the proposed signs to be consistent with, and meet the requirements of, the MUTCD. Once the proposed sign locations have been staked, notify and coordinate with the District Traffic Engineer, and perform a review of the staked locations. Adjust the staked locations, as directed by the District Traffic Engineer and obtain approval of the final staked locations. This review will also be used to determine if there are any existing signs that require removal and/or relocation. Provide the District Traffic Engineer with 2 weeks of notice when a route will be ready for a review of the staked locations. NOTE: The District Traffic Engineer may determine that the proposed signing, including sign types and messages, needs to be adjusted and/or modified from what is shown in the proposal. Therefore, the Contractor shall not order any sign material for a route until the route has been staked and final sign location approval has been given by the District Traffic Engineer.
4. Produce and furnish to the Engineer "As Built" information for the drainage improvements. For the drainage improvements, as built information will consist of a final record of the actual types, sizes, and locations of the drainage structures (i.e. box inlets, headwalls, junction boxes, etc.), culvert pipes, and/or box culverts constructed. Final elevation data of the drainage improvements is not necessary.
5. Using paint marks on the pavement, and/or any other means approved by the Engineer, the Contractor shall layout and pre-mark the proposed striping, pavement markings, etc.

Staking
Page 2 of 2

Adjust as necessary to accommodate the existing site conditions and to provide proper alignment of the proposed thru and turning lanes. Obtain approval of the pre-marked layout from the Engineer and/or District Traffic Engineer prior to installing the striping and/or pavement markings.

6. Prior to incorporating into the work, obtain the Engineers approval of all revisions determined by the Contractor.
7. Perform any and all other staking operations required to control and construct the work.

Special Note for Erosion Control

I. DESCRIPTION

Perform all erosion and water pollution control work in accordance with any other notes in the Proposal, the Department's Standard and Interim Supplemental Specifications, the Special Provisions and Special Notes, and the Standard and Sepia Drawings, current editions, or as directed by the Engineer. Section references are to the Standard Specifications. This work shall consist of:

(1) Developing and preparing a Best Management Practices Plan (BMP) tailored to suit the specific construction phasing for each site within the project; (2) Preparing the project site for construction, including locating, furnishing, installing, and maintaining temporary and/or permanent erosion and water pollution control measures as required by the BMP prior to beginning any earth disturbing activity on the project site; (3) Clearing and grubbing and removal of all obstructions as required for construction; (4) Removing all erosion control devices when no longer needed; (5) Restoring all disturbed areas as nearly as possible to their original condition; (6) Preparing seedbeds and permanently seeding all disturbed areas; (7) Providing a Kentucky Erosion Prevention and Sediment Control Program (KEPSC) qualified inspector; and (8) Performing any other work to prevent erosion and/or water pollution as specified by this contract, required by the BMP, or as directed by the Engineer.

II. MATERIALS

Furnish materials in accordance with these notes, the Standard Specifications and Interim Supplemental Specifications, applicable Special Provisions and Special Notes, and the Standard and Sepia Drawings, current editions. Provide for all materials to be sampled and tested in accordance with the Department's Sampling Manual. Unless directed otherwise by the Engineer, make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing.

III. CONSTRUCTION

Be advised, these Erosion Control Notes do not constitute a BMP plan for the project. Jointly with the Engineer, prepare a site-specific BMP plan for each drainage area within the project in accordance with Section 213. Provide a unique BMP at each project site using good engineering practices taking into account existing site conditions, the type of work to be performed, the construction phasing, methods, and the techniques to be utilized to complete the work. Be responsible for all erosion prevention, sediment control, and water pollution prevention measures required by the BMP for each site. Represent and warrant compliance with the Clean Water Act (33 USC Section 1251 et seq.), the 404 Permit, the 401 Water Quality Certification, and applicable state and local government agency laws, regulations, rules, specifications, and permits. Contrary to Section 105.05, in case of discrepancy between these notes, the Standard Specifications, Interim Supplemental Specifications, Special Provisions and Special Notes, Standard and Sepia Drawings, and such state and local government agency requirements, adhere to the most restrictive requirement.

Conduct operations in such a manner as to minimize the amount of disturbed ground during each phase of the construction and limit the haul roads to the minimum required to perform the work. Preserve existing

Erosion Control

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vegetation not required to be removed by the work or the contract. Seed and/or mulch disturbed areas at the earliest opportunity. Use silt fence, silt traps, temporary ditches, brush barriers, erosion control blankets, sodding, channel lining, and other erosion control measures in a timely manner as required by the BMP and as directed or approved by the Engineer. Prevent sediment laden water from leaving the project, entering an existing drainage structure, or entering a stream.

Provide for erosion control measures to be in place and functioning prior to any earth disturbance within a drainage area. Compute the volume and size of silt control devices necessary to control sediment during each phase of construction. All silt control devices shall be sized to retain a volume of 3,600 cubic feet per disturbed contributing acre. Remove sediment from silt traps before they become a maximum of ½ full. Maintain silt fence by removing accumulated trappings and/or replacing the geotextile fabric when it becomes clogged, damaged, or deteriorated, or when directed by the Engineer. Properly dispose of all materials trapped by erosion control devices at approved sites off the right of way obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.

As work progresses, add or remove erosion control measures as required by the BMP, applicable to the Contractor's project phasing, construction methods, and techniques. Update the volume calculations and modify the BMP as necessary throughout the duration of the project. Ensure that an updated BMP is kept on site and available for public inspection throughout the life of the project.

The required volume at each Silt Trap shall be computed based on the Up Gradient Contributing Areas that are disturbed and/or stabilized to the satisfaction of the Engineer. The required volume calculation for each Silt Trap shall be determined by the Contractor and verified by the Engineer. The required volume at each Silt Trap may be reduced by the following amounts:

- Up Gradient Areas not disturbed (acres)
- Up Gradient Areas that have been reclaimed and protected by Erosion Control Blanket or other ground protection material such as Temporary Mulch (acres)
- Up Gradient Areas that have been protected by Silt Fence (acres) – Areas protected by Silt Fence shall be computed at a maximum rate of 100 square feet per linear foot of Silt Fence
- Up Gradient Areas that have been protected by Silt Traps (acres)

The use of Temporary Mulch is encouraged.

Silt Trap Type B shall always be placed at the collection point prior to discharging into a Blue Line Stream or onto an adjacent Property Owner. Where overland flow exists, a Silt Fence or other filter devices may be used.

After all construction is complete, restore all disturbed areas in accordance with Section 212. Completely remove all temporary erosion control devices not required as part of the permanent erosion control from the construction site. Prior to removal, obtain the Engineer's concurrence of items to be removed. Grade the remaining exposed earth (both on and off the Right-of-Way) as nearly as possible to its original condition, or as directed by the Engineer. Prepare the seed bed areas and sow all exposed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.

Erosion Control
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IV. MEASUREMENT

The Department will measure the various erosion control items according to Section 212.04 and Section 213.04, as applicable.

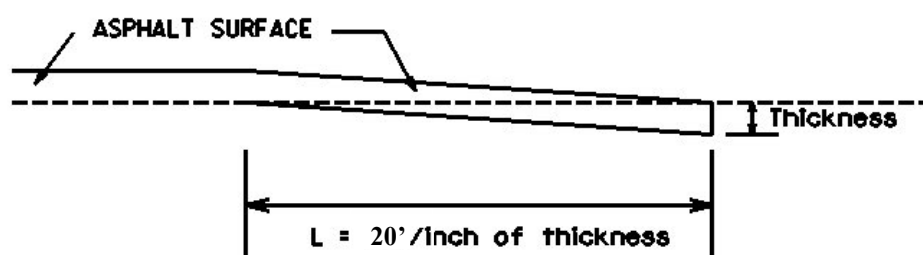
V. Basis of Payment

The Department will make payment for the various erosion control items according to Section 212.04 and Section 213.04, as applicable.

SPECIAL NOTE FOR EDGE KEY – Item 6-9018.01

Construct Edge Keys at the beginning of project, end of project, at railroad crossings, and at intersections with ramps, as applicable. Unless specified in the Contract or directed by the Engineer, do not construct edge keys at intersecting streets, roads, alleys, or entrances. Cut out the existing asphalt surface to the required depth and width shown on the drawing and heel the new surface into the existing surface. The Department will measure the Edge Key at the joint as the width of the pavement perpendicular to the centerline in linear feet. The Department will pay for this work at the Contract unit price per linear foot, which shall be full compensation for all labor, materials, equipment, and incidentals for removal and disposal of the existing asphalt surface required to construct the edge key.

EDGE KEY



Thickness = 1.25 Inches

L = 25 LF

L = Length of Edge Key

TRAFFIC CONTROL PLAN – Item 6-9018.01

TRAFFIC CONTROL GENERAL

Except as provided herein, traffic shall be maintained in accordance with the current editions of the Manual on Uniform Traffic Control Devices (MUTCD), Standard Specifications, and the Standard and Sepia Drawings. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to “Maintain and Control Traffic”.

Contrary to Section 106.01, traffic control devices used on this project may be new, or used in like new condition, at the beginning of the work and maintained in like new condition until completion of the work. Any temporary traffic control items, devices, materials, and incidentals shall remain the property of the contractor unless otherwise addressed, when no longer needed.

PROJECT PHASING & CONSTRUCTION PROCEDURES

For all construction activities, utilize a lane closure, and maintain alternating one way traffic. This may require part-width construction of certain elements. Provide a minimum clear lane width of 10 feet; however, provide for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus or emergency vehicle on an official run arrives on the scene, make provisions for the passage of the school bus or emergency vehicle as quickly as possible.

No lane closures will be allowed on the following dates:

| | |
|------------------------|--|
| Memorial Day Weekend | 3 pm Friday, May 27, 2022 – 8 pm Monday, May 30, 2022 |
| Independence Day | 3 pm Friday, July 1, 2022 – 11 pm Monday, July 4, 2022 |
| Labor Day Weekend | 3 pm Friday, September 2, 2022 – 8 pm Monday, September 5, 2022 |
| Thanksgiving Holiday | 3 pm Wednesday, November 23, 2022 – 8 pm Sunday, November 27, 2022 |
| Christmas Holiday | 3 pm Friday, December 23, 2022 – 8 pm Sunday, December 25, 2022 |
| New Year’s Day Holiday | 7 am Saturday, December 31, 2022 – 8 pm Sunday, January 1, 2023 |
| Easter Weekend | 3 pm Friday, April 7, 2023 – 8 pm Sunday, April 9, 2023 |
| Memorial Day Weekend | 3 pm Friday, May 26, 2023 – 8 pm Monday, May 29, 2023 |
| Independence Day | 7 am Saturday, July 1, 2023 – 11 pm Tuesday, July 4, 2023 |
| Labor Day Weekend | 3 pm Friday, September 1, 2023 – 8 pm Monday, September 4, 2023 |
| Thanksgiving Holiday | 3 pm Wednesday, November 22, 2023 – 8 pm Sunday, November 26, 2023 |
| Christmas Holiday | 3 pm Friday, December 22, 2023 – 8 pm Monday, December 25, 2023 |
| New Year’s Day Holiday | 7 am Saturday, December 30, 2023 – 8 pm Monday, January 1, 2024 |

At the discretion of the Engineer, additional days and hours may be specified when lane and/or road closures will not be allowed due to unforeseen events.

Traffic Control Plan – Item 6-9018.01
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LANE CLOSURES

Do not leave lane closures in place during non-working hours or prohibited periods, unless otherwise approved by the Engineer. No long-term lane closures (more than 3 days) will be allowed; therefore, lane closures will not be measured for payment.

TEMPORARY SIGNS

Temporary signposts and splices shall be compliant with NCHRP 350 or MASH. Manufacturer's documentation validating this compliance shall be provided to the Engineer prior to installation. Temporary signs, including any splices, shall be installed according to manufacturer's specifications and installation recommendations. Contrary to section 112.04.02, only long-term temporary signs (temporary signs intended to be continuously in place for more than 3 days) will be measured for payment. Short-term temporary signs (temporary signs intended to be left in place for 3 days or less) will not be measured for payment but will be incidental to Maintain and Control Traffic.

CHANGEABLE MESSAGE SIGNS

Provide changeable message signs at locations determined by the Engineer. The Engineer may vary the designated locations as the work progresses. The Engineer will determine the messages to be displayed. In the event of damage or mechanical/electrical failure, repair or replace the Changeable Message Sign within 24 hours. The Department will measure for payment the maximum number of Changeable Message Signs in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual Changeable Message Signs only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged Changeable Message Signs or for signs the Engineer directs be replaced due to poor condition or readability. Retain possession of the Changeable Message Signs upon completion of the work.

BARRICADES

The Department will not measure barricades used in lieu of barrels and cones for channelization or delineation, but shall be incidental to Maintain and Control Traffic according to Section 112.04.01.

The Department will measure barricades used for road closures and to protect pavement removal areas in individual units Each. The Department will measure for payment the maximum number of barricades in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual barricades only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure

Traffic Control Plan – Item 6-9018.01
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replacements for damaged barricades the Engineer directs to be replaced due to poor condition or reflectivity. Retain possession of the Barricades upon completion of construction.

TEMPORARY ENTRANCES

The Engineer will not require the Contractor to provide continuous access to farms, single family, duplex, or triplex residential properties during working hours; however, provide reasonable egress and ingress to each such property when actual operations are not in progress at that location. Limit the time during which a farm or residential entrance is blocked to the minimum length of time required for actual operations, not extended for the Contractor's convenience, and in no case exceeding six (6) hours. Notify all residents twenty-four hours in advance of any driveway or entrance closings and make any accommodations necessary to meet the access needs of disabled residents.

Except as allowed by the Phasing as specified above, maintain direct access to all side streets and roads, schools, churches, commercial properties, and apartments or apartment complexes of four or more units at all times. Access to fire hydrants must also be maintained at all times

The Department will measure asphalt materials required to construct and maintain any temporary entrances which may be necessary to provide temporary access; however, the Department will not measure aggregates, excavation, and/or embankment, but shall be incidental to Maintain and Control Traffic. The Engineer will determine the type of surfacing material, asphalt or aggregate, to be used at each entrance.

PAVEMENT EDGE DROP-OFFS

Do not allow a pavement edge between opposing directions of traffic or lanes that traffic is expected to cross in a lane change situation with an elevation difference greater than 1½". Place Warning signs (MUTCD W8-11 or W8-9A) in advance of and at 1500' intervals throughout the drop-off area. Dual post the signs on both sides of the traveled way. Wedge all transverse transitions between resurfaced and un-resurfaced areas which traffic may cross with asphalt mixture for leveling and wedging. Remove the wedges prior to placement of the final surface course.

Protect pavement edges that traffic is not expected to cross, except accidentally, as follows:

Less than 2" - No protection required.

2" to 4" - Place plastic drums, vertical panels, or barricades every 50 feet. During daylight working hours only, the Engineer will allow the Contractor to use cones in lieu of plastic drums, panels, and barricades. Wedge the drop-off with DGA or asphalt mixture for leveling and wedging with a 1:1 or flatter slope in daylight hours, or 3:1 or flatter slope during nighttime hours, when work is not active in the drop-off area.

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Greater than 4” - Protect drop-offs greater than 4 inches within 10 feet of traffic by placing drums, vertical panels, or barricades every 25 feet. The Engineer will not allow the use of cones in lieu of drums, vertical panels, or barricades for drop-offs greater than 4”. Place Type III Barricades directly in front of the drop-off facing on coming traffic in both directions of travel. Provide warning signs as shown on the Standard Drawings or as directed by the Engineer

Pedestrians & Bicycles - Protect pedestrian and bicycle traffic as directed by the Engineer.

PAVEMENT MARKINGS

If there is to be a deviation from the existing striping plan, the Engineer will furnish the Contractor a striping plan prior to placement of the final surface course. Install Temporary Striping according to Section 112 with the following exception:

If the Contractor’s operations or phasing requires temporary markings that must subsequently be removed from the final surface course, use an approved removable lane tape; however, the Department will not measure removable lane tape for separate payment, but will measure and pay for removable lane tape as temporary striping.

THERMOPLASTIC INTERSECTION MARKINGS

Prior to milling and/or resurfacing, locate and document the locations of the existing markings. After resurfacing, replace the markings at their approximate existing locations or as directed by Engineer. Place markings not existing prior to resurfacing as directed by the Engineer.

USE AND PLACEMENT OF CHANGEABLE MESSAGE SIGNS

The following policy is based upon current Changeable Message Signs (CMS) standards and practice from many sources, including the Federal Highway Administration (FHWA), other State Departments of Transportation, and Traffic Safety Associations. It is understood that each CMS installation or use requires individual consideration due to the specific location or purpose. However, there will be elements that are constant in nearly all applications. Accordingly these recommended guidelines bring a level of uniformity, while still being open to regional experience and engineering judgment.

Application

The primary purpose of CMS is to advise the driver of unexpected traffic and routing situations. Examples of applications where CMS can be effective include:

- Closures (road, lane, bridge, ramp, shoulder, interstate)
- Changes in alignment or surface conditions
- Significant delays, congestion
- Construction/maintenance activities (delays, future activities)
- Detours/alternative routes
- Special events with traffic and safety implications
- Crash/incidents
- Vehicle restrictions (width, height, weight, flammable)
- Advance notice of new traffic control devices
- Real-time traffic conditions (must be kept up to date)
- Weather /driving conditions, environmental conditions, Roadway Weather Information Systems
- Emergency Situations
- Referral to Highway Advisory Radio (if available)
- Messages as approved by the County Engineer's Office

CMS should not be used for:

- Replacement of static signs (e.g. road work ahead), regulatory signage (e.g. speed limits), pavement markings, standard traffic control devices, conventional warning or guide signs.
- Replacement of lighted arrow board
- Advertising (Don't advertise the event unless clarifying "action" to be taken by driver – e.g. Speedway traffic next exit)
- Generic messages
- Test messages (portable signs only)
- Describe recurrent congestion (e.g. rush hour)
- Public service announcements (not traffic related)

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Messages

Basic principles that are important to providing proper messages and insuring the proper operation of a CMS are:

- Visible for at least ½ mile under ideal daytime and nighttime conditions
- Legible from all lanes a minimum of 650 feet
- Entire message readable twice while traveling at the posted speed
- No more than two message panels should be used (three panels may be used on roadways where vehicles are traveling less than 45 mph). A panel is the message that fits on the face of the sign without flipping or scrolling.
- Each panel should convey a single thought; short and concise
- Do not use two unrelated panels on a sign
- Do not use the sign for two unrelated messages
- Should not scroll text horizontally or vertically
- Should not contain both the words left and right
- Use standardized abbreviations and messages
- Should be accurate and timely
- Avoid filler/unnecessary words and periods (hazardous, a, an, the)
- Avoid use of speed limits
- Use words (not numbers) for dates

Placement

Placement of the CMS is important to insure that the sign is visible to the driver and provides ample time to take any necessary action. Some of the following principles may only be applicable to controlled access roadways. The basic principles of placement for a CMS are:

- When 2 signs are needed, place on same side of roadway and at least 1,000 feet apart
- Place behind semi-rigid/rigid protection (guardrail, barrier) or outside of the clear zone
- Place 1,000 feet in advance of work zone; at least one mile ahead of decision point
- Normally place on right side of roadway; but should be placed closest to the affected lane so that either side is acceptable
- Signs should not be dual mounted (one on each side of roadway facing same direction)
- Point trailer hitch downstream
- Secure to immovable object to prevent theft (if necessary)
- Do not place in sags or just beyond crest
- Check for reflection of sun to prevent the blinding of motorist
- Should be turned ~3 degrees outward from perpendicular to the edge of pavement
- Bottom of sign should be 7 feet above the elevation of edge of roadway
- Should be removed when not in use

Standard Abbreviations

The following is a list of standard abbreviations to be used on CMS:

| Word | Abbrev | Example |
|---------------------|------------|--|
| Access | ACCS | ACCIDENT AHEAD/ USE ACCS RD NEXT RIGHT |
| Alternate | ALT | ACCIDENT AHEAD/ USE ALT RTE NEXT RIGHT |
| Avenue | AVE | FIFTH AVE CLOSED/ DETOUR NEXT LEFT |
| Blocked | BLKD | FIFTH AVE BLKD/ MERGE LEFT |
| Boulevard | BLVD | MAIN BLVD CLOSED/ USE ALT RTE |
| Bridge | BRDG | SMITH BRDG CLOSED/ USE ALT RTE |
| Cardinal Directions | N, S, E, W | N I75 CLOSED/ DETOUR EXIT 30 |
| Center | CNTR | CNTR LANE CLOSED/ MERGE LEFT |
| Commercial | COMM | OVRSZ COMM VEH/ USE I275 |
| Condition | COND | ICY COND POSSIBLE |
| Congested | CONG | HVY CONG NEXT 3 MI |
| Construction | CONST | CONST WORK AHEAD/ EXPECT DELAYS |
| Downtown | DWNTN | DWNTN TRAF USE EX 40 |
| Eastbound | E-BND | E-BND I64 CLOSED/ DETOUR EXIT 20 |
| Emergency | EMER | EMER VEH AHEAD/ PREPARE TO STOP |
| Entrance, Enter | EX, EXT | DWNTN TRAF USE EX 40 |
| Expressway | EXPWY | WTRSN EXPWY CLOSED/ DETOUR EXIT 10 |
| Freeway | FRWY, FWY | GN SYNDR FWY CLOSED/ DETOUR EXIT 15 |
| Hazardous Materials | HAZMAT | HAZMAT IN ROADWAY/ ALL TRAF EXIT 25 |
| Highway | HWY | ACCIDENT ON AA HWY/ EXPECT DELAYS |
| Hour | HR | ACCIDENT ON AA HWY/ 2 HR DELAY |
| Information | INFO | TRAF INFO TUNE TO 1240 AM |
| Interstate | I | E-BND I64 CLOSED/ DETOUR EXIT 20 |
| Lane | LN | LN CLOSED MERGE LEFT |
| Left | LFT | LANE CLOSED MERGE LFT |
| Local | LOC | LOC TRAF USE ALT RTE |
| Maintenance | MAINT | MAINT WRK ON BRDG/ SLOW |
| Major | MAJ | MAJ DELAYS I75/ USE ALT RTE |
| Mile | MI | ACCIDENT 3 MI AHEAD/ USE ALT RTE |
| Minor | MNR | ACCIDENT 3 MI MNR DELAY |
| Minutes | MIN | ACCIDENT 3 MI/ 30 MIN DELAY |
| Northbound | N-BND | N-BND I75 CLOSED/ DETOUR EXIT 50 |
| Oversized | OVRSZ | OVRSZ COMM VEH/ USE I275 NEXT RIGHT |
| Parking | PKING | EVENT PKING NEXT RGT |
| Parkway | PKWY | CUM PKWAY TRAF/ DETOUR EXIT 60 |
| Prepare | PREP | ACCIDENT 3 MI/ PREP TO STOP |
| Right | RGT | EVENT PKING NEXT RGT |
| Road | RD | HAZMAT IN RD/ ALL TRAF EXIT 25 |
| Roadwork | RDWK | RDWK NEXT 4 MI/ POSSIBLE DELAYS |
| Route | RTE | MAJ DELAYS I75/ USE ALT RTE |
| Shoulder | SHLDR | SHLDR CLOSED NEXT 5 MI |
| Slippery | SLIP | SLIP COND POSSIBLE/ SLOW SPD |
| Southbound | S-BND | S-BND I75 CLOSED/ DETOUR EXIT 50 |
| Speed | SPD | SLIP COND POSSIBLE/ SLOW SPD |

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Standard Abbreviations (cont)

| <u>Word</u> | <u>Abbrev</u> | <u>Example</u> |
|--------------------|----------------------|-------------------------------------|
| Street | ST | MAIN ST CLOSED/ USE ALT RTE |
| Traffic | TRAF | CUM PKWAY TRAF/ DETOUR EXIT 60 |
| Vehicle | VEH | OVRSZ COMM VEH/ USE I275 NEXT RIGHT |
| Westbound | W-BND | W-BND I64 CLOSED/ DETOUR EXIT 50 |
| Work | WRK | CONST WRK 2MI/ POSSIBLE DELAYS |

Certain abbreviations are prone to inviting confusion because another word is abbreviated or could be abbreviated in the same way. DO NO USE THESE ABBREVIATIONS:

| <u>Abbrev</u> | <u>Intended Word</u> | <u>Word Erroneously Given</u> |
|----------------------|-----------------------------|--------------------------------------|
| ACC | Accident | Access (Road) |
| CLRS | Clears | Colors |
| DLY | Delay | Daily |
| FDR | Feeder | Federal |
| L | Left | Lane (merge) |
| LOC | Local | Location |
| LT | Light (traffic) | Left |
| PARK | Parking | Park |
| POLL | Pollution (index) | Poll |
| RED | Reduce | Red |
| STAD | Stadium | Standard |
| TEMP | Temporary | Temperature |
| WRNG | Warning | Wrong |

Typical Messages

The following is a list of typical messages used on CMS. The list consists of the reason or problem that you want the driver to be aware of and the action that you want the driver to take.

| <u>Reason/Problem</u> | <u>Action</u> |
|------------------------------|----------------------|
| ACCIDENT | ALL TRAFFIC EXIT RT |
| ACCIDENT/XX MILES | AVOID DELAY USE XX |
| XX ROAD CLOSED | CONSIDER ALT ROUTE |
| XX EXIT CLOSED | DETOUR |
| BRIDGE CLOSED | DETOUR XX MILES |
| BRIDGE/(SLIPPERY, ICE, ETC.) | DO NOT PASS |
| CENTER/LANE/CLOSED | EXPECT DELAYS |
| DELAY(S), MAJOR/DELAYS | FOLLOW ALT ROUTE |
| DEBRIS AHEAD | KEEP LEFT |
| DENSE FOG | KEEP RIGHT |
| DISABLED/VEHICLE | MERGE XX MILES |
| EMER/VEHICLES/ONLY | MERGE LEFT |
| EVENT PARKING | MERGE RIGHT |
| EXIT XX CLOSED | ONE-WAY TRAFFIC |
| FLAGGER XX MILES | PASS TO LEFT |
| FOG XX MILES | PASS TO RIGHT |

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Typical Messages (cont)

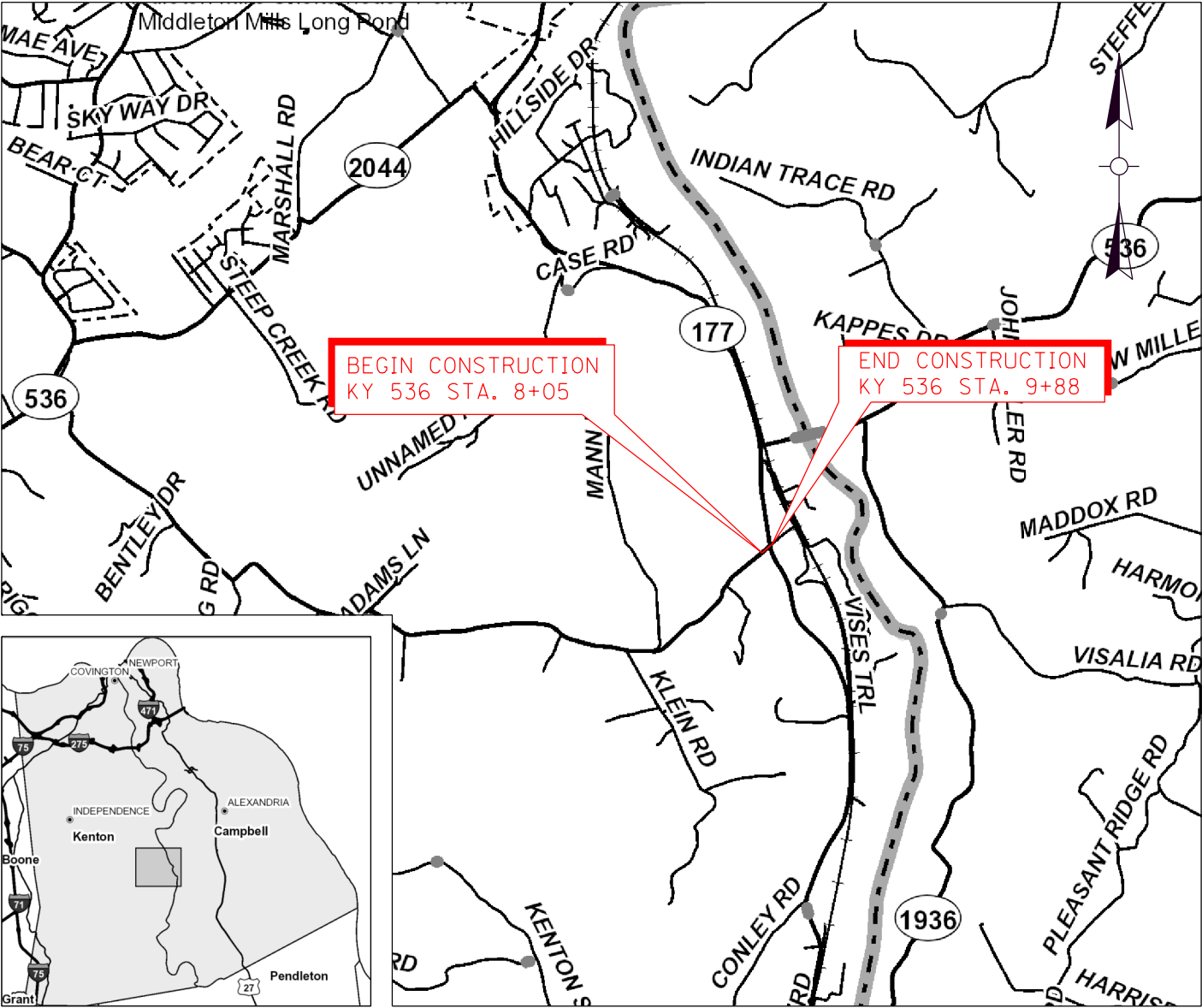
Reason/Problem

FREEWAY CLOSED
FRESH OIL
HAZMAT SPILL
ICE
INCIDENT AHEAD
LANES (NARROW, SHIFT, MERGE, ETC.)
LEFT LANE CLOSED
LEFT LANE NARROWS
LEFT 2 LANES CLOSED
LEFT SHOULDER CLOSED
LOOSE GRAVEL
MEDIAN WORK XX MILES
MOVING WORK ZONE, WORKERS IN ROADWAY
NEXT EXIT CLOSED
NO OVERSIZED LOADS
NO PASSING
NO SHOULDER
ONE LANE BRIDGE
PEOPLE CROSSING
RAMP CLOSED
RAMP (SLIPPERY, ICE, ETC.)
RIGHT LANE CLOSED
RIGHT LANE NARROWS
RIGHT SHOULDER CLOSED
ROAD CLOSED
ROAD CLOSED XX MILES
ROAD (SLIPPERY, ICE, ETC.)
ROAD WORK
ROAD WORK (OR CONSTRUCTION) (TONIGHT, TODAY, TOMORROW, DATE)
ROAD WORK XX MILES
SHOULDER (SLIPPERY, ICE, SOFT, BLOCKED, ETC.)
NEW SIGNAL XX MILES
SLOW 1 (OR 2) - WAY TRAFFIC
SOFT SHOULDER
STALLED VEHICLES AHEAD
TRAFFIC BACKUP
TRAFFIC SLOWS
TRUCK CROSSING
TRUCKS ENTERING
TOW TRUCK AHEAD
UNEVEN LANES
WATER ON ROAD
WET PAINT
WORK ZONE XX MILES
WORKERS AHEAD

Action

PREPARE TO STOP
REDUCE SPEED
SLOW
SLOW DOWN
STAY IN LANE
STOP AHEAD
STOP XX MILES
TUNE RADIO 1610 AM
USE NN ROAD
USE CENTER LANE
USE DETOUR ROUTE
USE LEFT TURN LANE
USE NEXT EXIT
USE RIGHT LANE
WATCH FOR FLAGGER

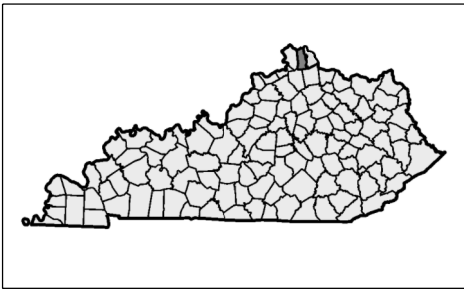
| | |
|-----------|-----------|
| COUNTY OF | ITEM NO. |
| KENTON | 6-9018.01 |



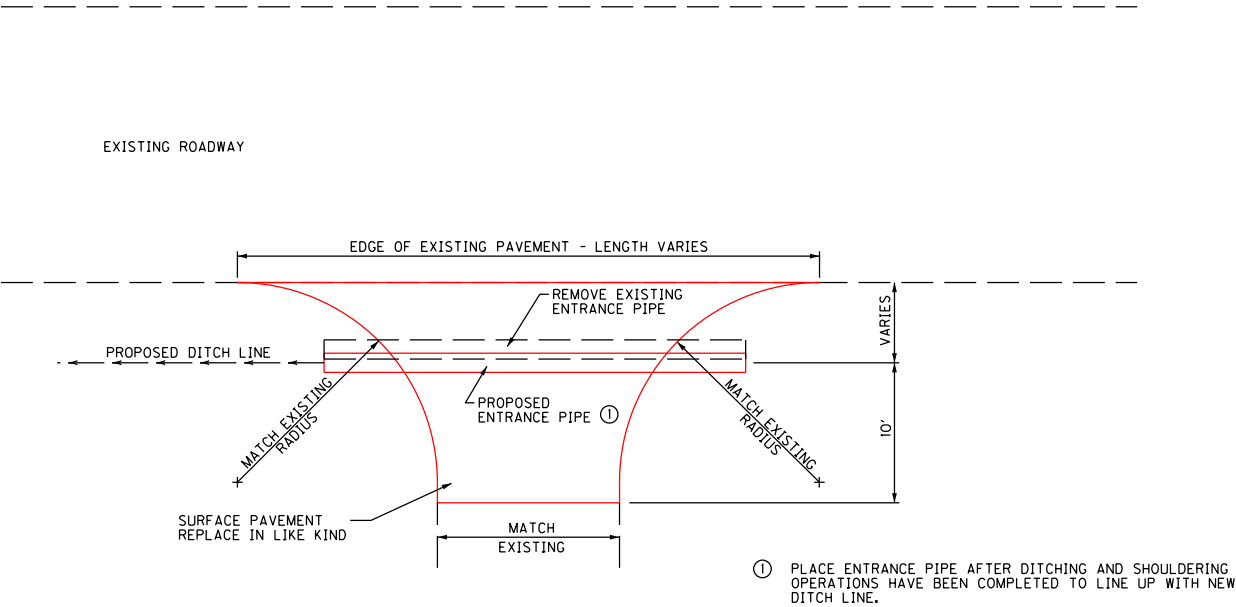
SCALE: 1"=8000'

KENTON COUNTY
KY 536

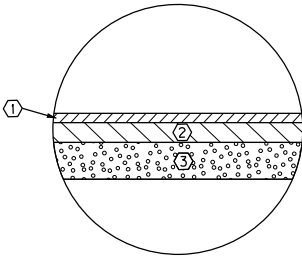
PROJECT HSIP 5220 (001)
NUMBERS: 936010ID



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| COUNTY OF | ITEM NO. |
| KENTON | 6-9018.01 |



ENTRANCE DETAIL



ASPHALT ENTRANCE

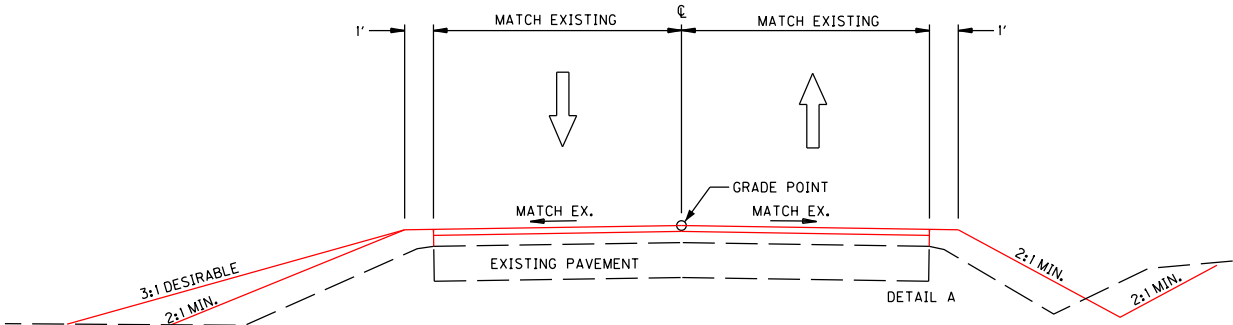
NTS

- ① 1.50" CL2 ASPH SURFACE 0.38D PG64-22
- ② 2.00" CL2 ASPH BASE 1.00D PG64-22
- ③ 4.00" DGA

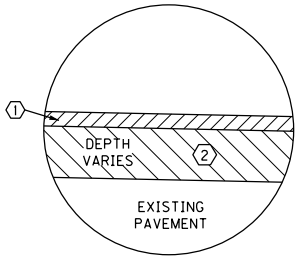
NOT TO SCALE

KY 536
ENTRANCE AND ENTRANCE PIPE
DETAILS

| | |
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| COUNTY OF | ITEM NO. |
| KENTON | 6-9018.01 |



KY 536 – NORMAL SECTION



DETAIL A
NTS

TRAFFIC LANES

- ① 1.25" CL2 ASPH SURFACE 0.38D PG64-22
- ② THICKNESS VARIES. USE CL2 ASPH BASE 1.00D PG64-22 TO RAISE THE EXISTING GRADE TO THE PROPOSED GRADE. MAXIMUM LIFT THICKNESS SHALL BE 4"

NOT TO SCALE

KY 536
TYPICAL SECTION

GENERAL SUMMARY

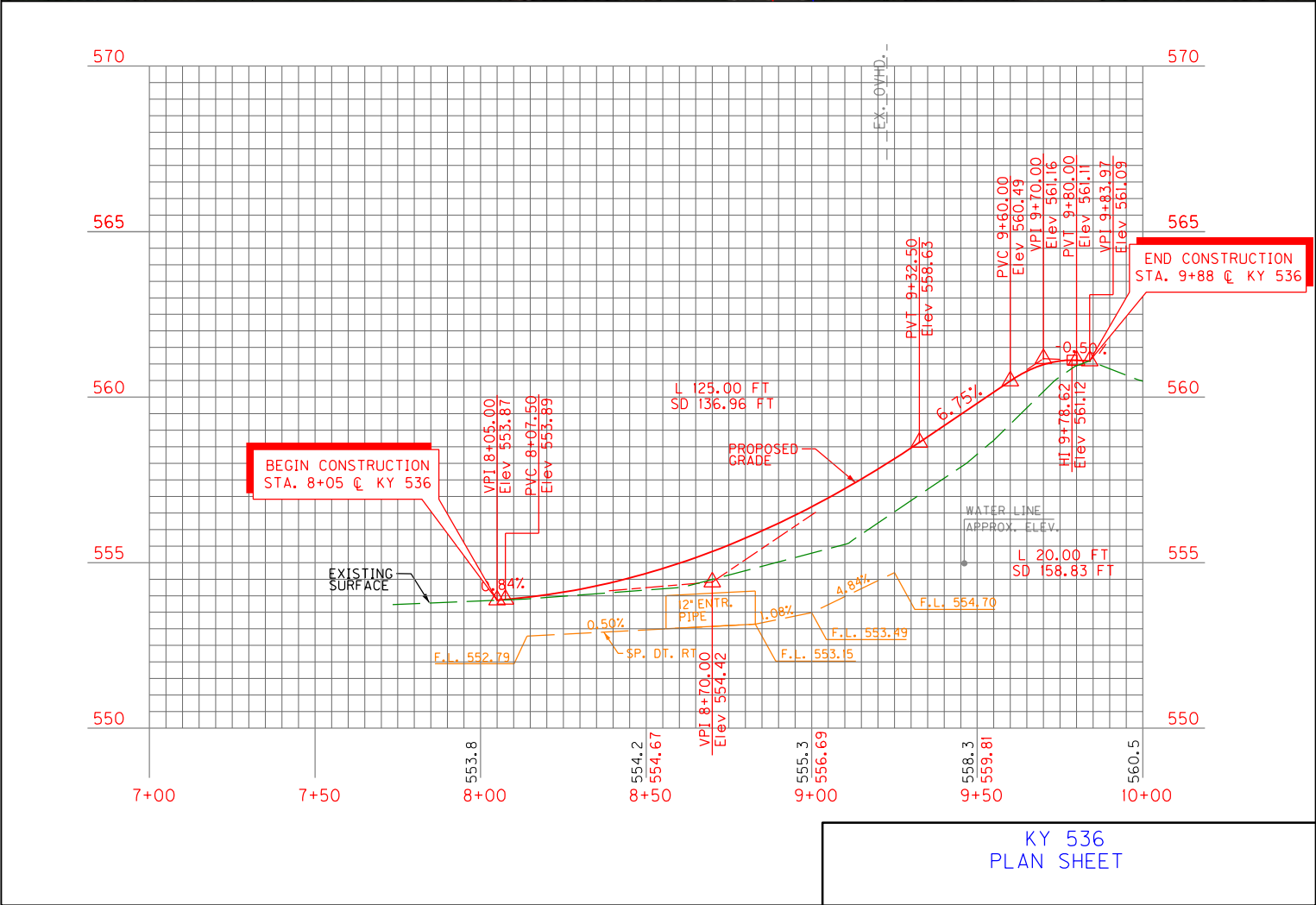
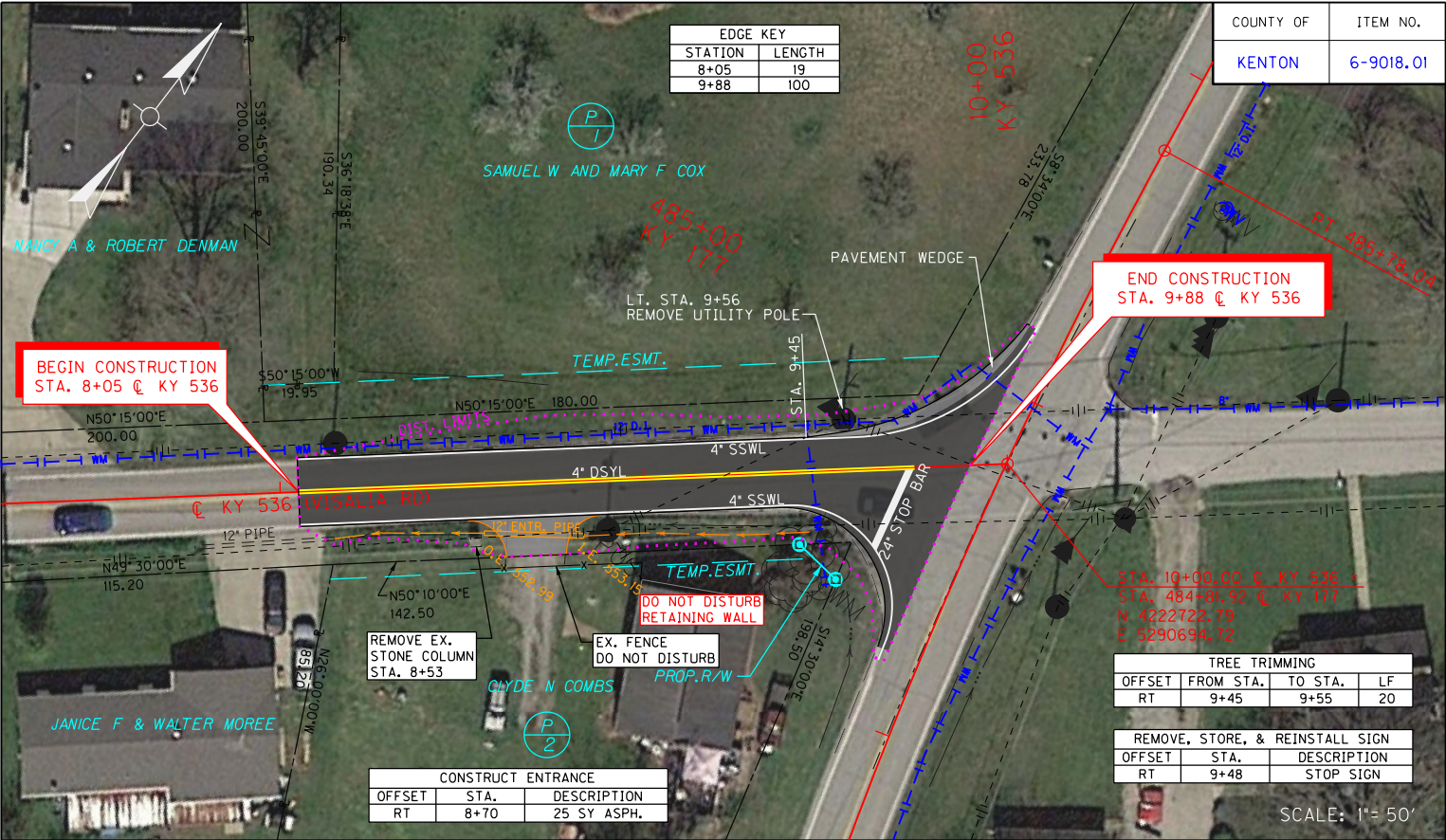
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|-----------|-----------|
| COUNTY OF | ITEM NO. |
| KENTON | 6-9018.01 |

| ITEM | DESCRIPTION | UNIT | TOTAL PROJECT |
|---------|-------------------------------------|------|------------------|
| 1 | DGA BASE | TON | 9 |
| 212 | CL2 ASPH BASE 1.00D PG64-22 | TON | 246 |
| 301 | CL2 ASPH SURF 0.38D PG64-22 | TON | 36 |
| 356 | ASPHALT MATERIAL FOR TACK | TON | 0.8 |
| 439 | ENTRANCE PIPE-12 IN | LF | 28 |
| 2159 | TEMP DITCH | LF | 92 |
| 2160 | CLEAN TEMP DITCH | LF | 46 |
| 2230 | EMBANKMENT IN PLACE | CUYD | 70 |
| 2429 | RIGHT-OF-WAY MONUMENT TYPE 1 | EACH | 2 |
| 2432 | WITNESS POST | EACH | 3 |
| 2569 | DEMOBILIZATION | LS | 1 |
| 2585 | EDGE KEY | LF | 119 |
| 2650 | MAINTAIN & CONTROL TRAFFIC | LS | 1 |
| 2701 | TEMP SILT FENCE | LF | 92 |
| 2703 | SILT TRAP TYPE A | EACH | 1 |
| 2704 | SILT TRAP TYPE B | EACH | 1 |
| 2705 | SILT TRAP TYPE C | EACH | 1 |
| 2706 | CLEAN SILT TRAP TYPE A | EACH | 1 |
| 2707 | CLEAN SILT TRAP TYPE B | EACH | 1 |
| 2708 | CLEAN SILT TRAP TYPE C | EACH | 1 |
| 2726 | STAKING | LS | 1 |
| 3271 | TREE TRIMMING | LF | 20 |
| 5950 | EROSION CONTROL BLANKET | SQYD | 120 |
| 5952 | TEMP MULCH | SQYD | 240 |
| 5953 | TEMP SEEDING AND PROTECTION | SQYD | 180 |
| 5963 | INITIAL FERTILIZER | TON | 0.01 |
| 5964 | 20-10-10 FERTILIZER | TON | 0.02 |
| 5985 | SEEDING & PROTECTION | SQYD | 240 |
| 5992 | AGRICULTURAL LIMESTONE | TON | 0.2 |
| 6510 | PAVE STRIPING-TEMP PAINT-4 IN | LF | 740 |
| 6514 | PAVE STRIPING-PERM PAINT-4 IN | LF | 755 |
| 6568 | PAVE MARKING-THERMO STOP BAR-24 IN | LF | 26 |
| 21134ND | REMOVE-STORE AND REINSTALL SIGN | EACH | 1 |
| 23055N | REMOVE (STONE COLUMN RT. STA. 8+53) | LS | 1 |

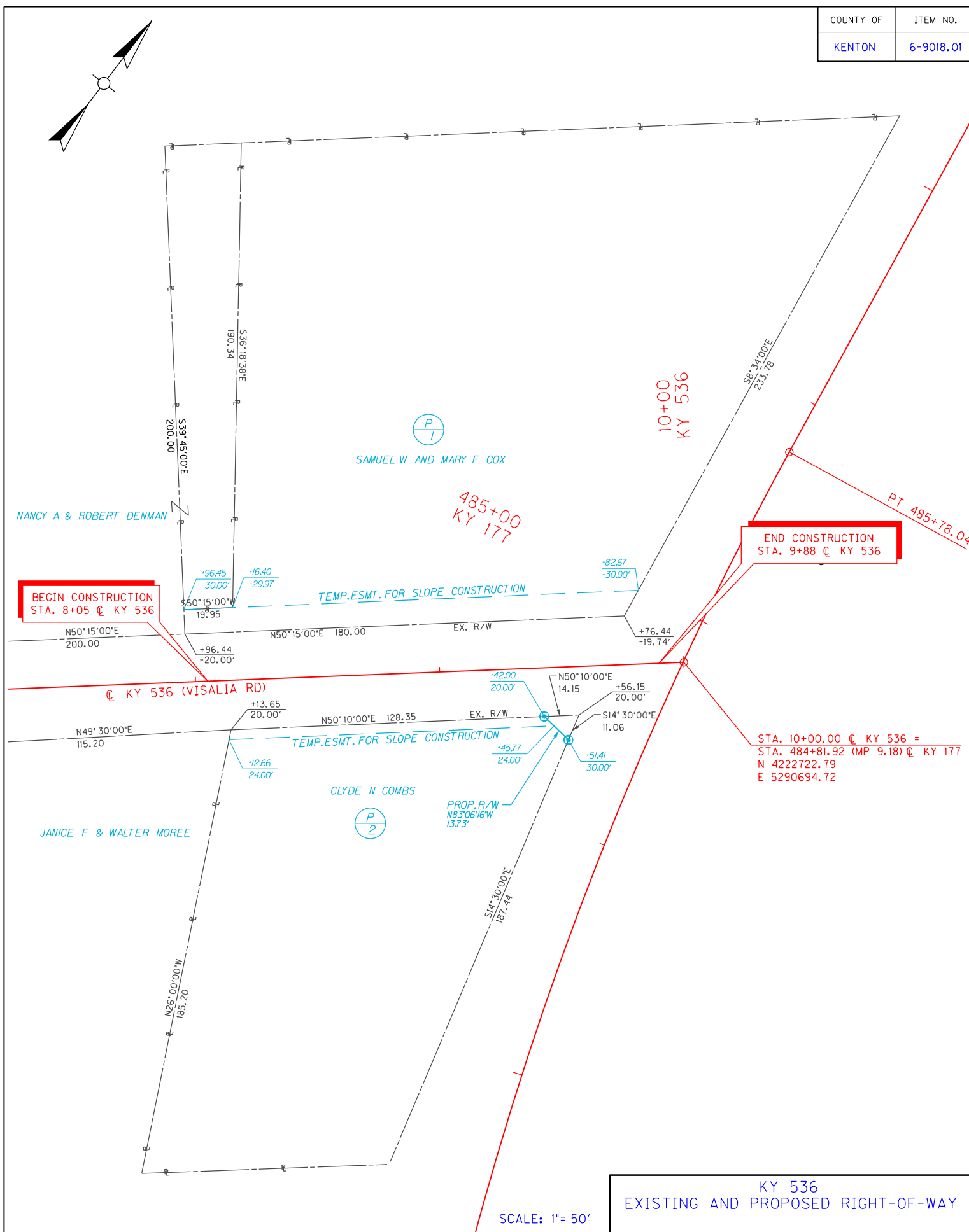
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| COUNTY OF | ITEM NO. |
| KENTON | 6-9018.01 |

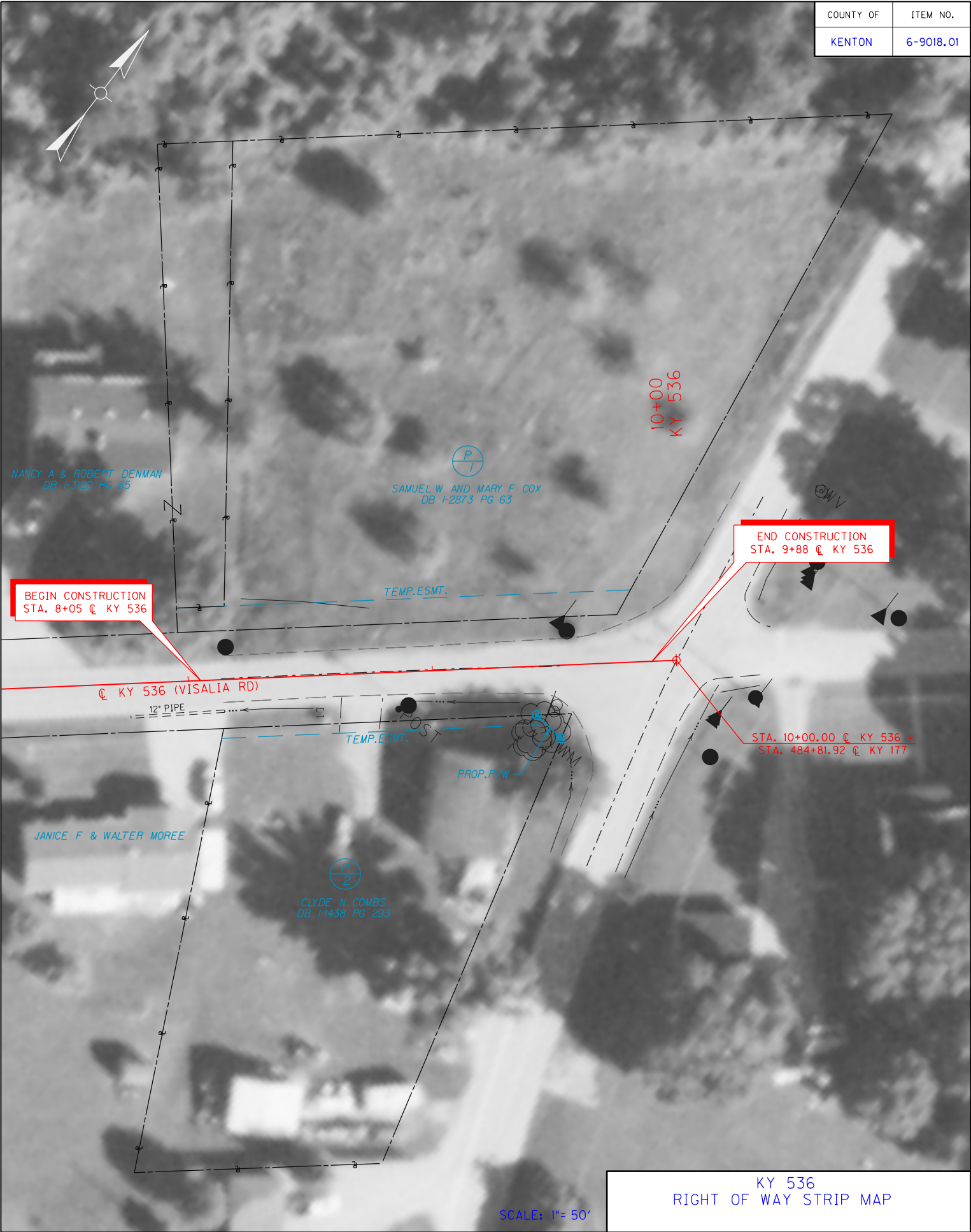
INTERSECTION CONFLICT WARNING SYSTEM SUMMARY

| ITEM | DESCRIPTION | UNIT | TOTAL PROJECT |
|------------|--|------|------------------|
| 4792 | CONDUIT 1 INCH | LF | 40 |
| 4795 | CONDUIT 2 INCH | LF | 110 |
| 4811 | ELECTRICAL JUNCTION BOX TYPE B | EACH | 7 |
| 4820 | TRENCHING AND BACKFILLING | LF | 1600 |
| 4830 | LOOP WIRE | LF | 852 |
| 4844 | CABLE-NO. 14/5C | LF | 1860 |
| 4850 | CABLE-NO. 14/1 PAIR | LF | 1880 |
| 4895 | LOOP SAW SLOT AND FILL | LF | 352 |
| 24955ED | REMOVE SIGNAL EQUIPMENT | EACH | 1 |
| 20390NS835 | INSTALL COORDINATING UNIT | EACH | 1 |
| 20391NS835 | ELECTRICAL JUNCTION BOX TYPE A | EACH | 1 |
| 20408ES835 | INSTALL LED BEACON-12 IN | EACH | 8 |
| 21543EN | BORE AND JACK CONDUIT | LF | 110 |
| 24900EC | PVC CONDUIT - 1 1/4 INCH - SCHEDULE 80 | LF | 1600 |
| 24901EC | PVC CONDUIT - 2 INCH - SCHEDULE 80 | LF | 60 |
| 24908EC | INSTALL SIGNAL CONTROLLER-TY ATC | EACH | 1 |
| 6406 | SBM SLUM SHEET SIGNS .080 IN | SQFT | 6 |
| 6407 | SBM ALUM SIGNS .125 IN | SQFT | 320 |
| 6410 | STEEL POST TYPE 1 | LF | 90 |
| 21596ND | GMSS TYPE D | EACH | 4 |
| 6460 | CLASS A CONCRETE FOR SIGNS | CUYD | 1.07 |
| 21373ND | REMOVE SIGN | EACH | 2 |



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| COUNTY OF | ITEM NO. |
| KENTON | 6-9018.01 |





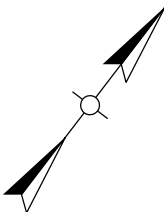
RIGHT OF WAY SUMMARY

| COUNTY OF | ITEM NO. |
|-----------|-----------|
| KENTON | 6-9018.01 |

[illegible]

**NOTE: PERMANENT R/W ACQUIRED + PERMANENT EASEMENT
+ AREA SEVERED = TOTAL AREA OF TRACT**

RIGHT OF WAY SUMMARY



| | |
|-----------|-----------|
| COUNTY OF | ITEM NO. |
| KENTON | 6-9018.01 |

ΔC.P. 9
ΔC.P. 8

COORDINATE SYSTEM

Coordinates for horizontal control were obtained by GPS observations using Topcon HyperV & Sokkia GRX1 GNSS receivers on the NAD83 Kentucky State Plane Coordinate System, KY Single Zone, U.S. Survey Feet utilizing the KYCORS RTN GPS Network.

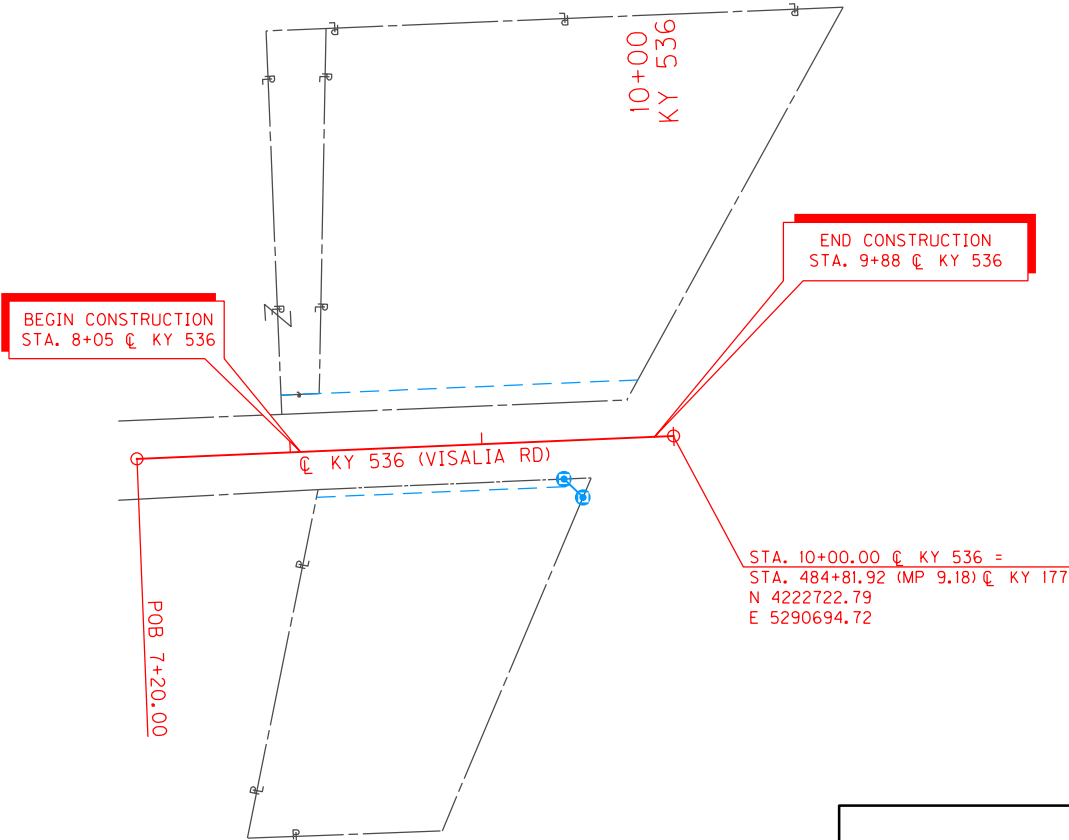
Coordinates are based on KY State Plane Coordinate System Single Zone NAD83 (2011) and NAVD 88 (GEOID12B) in U.S. Survey Feet utilizing the Kentucky VRS network.

Elevations were established by GPS observations on the NAVD88 vertical datum, GEOID12B utilizing the KYCORS RTN Network.

| RIGHT OF WAY MONUMENTS | | | | |
|------------------------|--------|------|-------------------------|------------|
| STATION | OFFSET | SIDE | State Plane Coordinates | |
| | | | NORTH (Y) | EAST (X) |
| 9 + 42.00 | 20.00 | RT | 4222543.33 | 5290479.70 |
| 9 + 51.41 | 30.00 | RT | 4222668.63 | 5290676.63 |

| COORDINATE CONTROL POINTS | | | | |
|---------------------------|-------------|-------------------------|------------|-----------|
| POINT | DESCRIPTION | State Plane Coordinates | | |
| | | NORTH (Y) | EAST (X) | ELEV. (Z) |
| C.P. #8 | Mag Hub | 4223353.93 | 5290534.52 | 515.85 |
| C.P. #9 | Mag Hub | 4223350.55 | 5290456.10 | 517.47 |

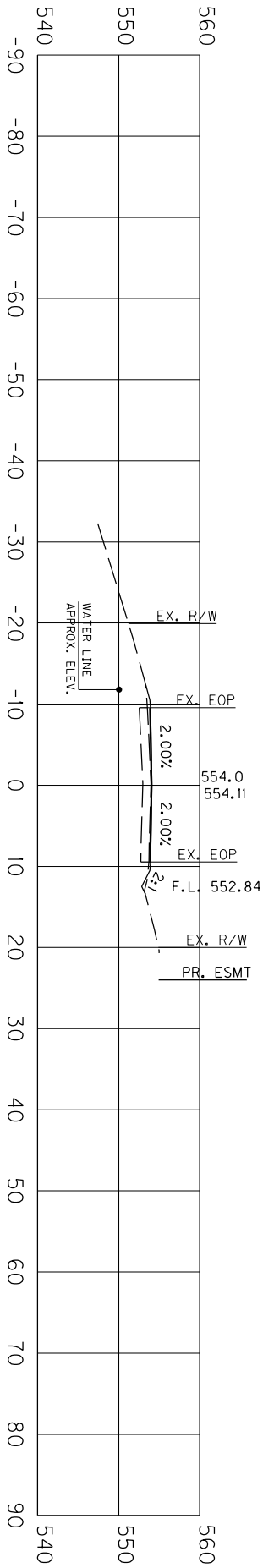
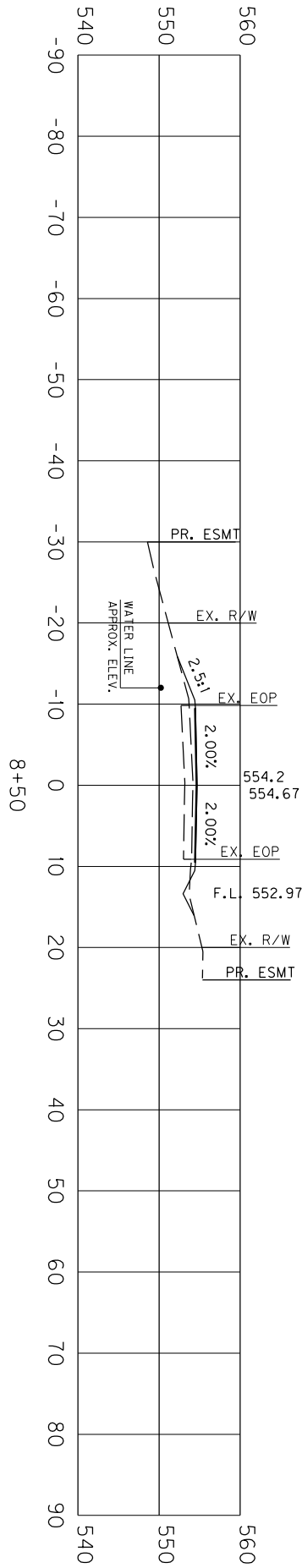
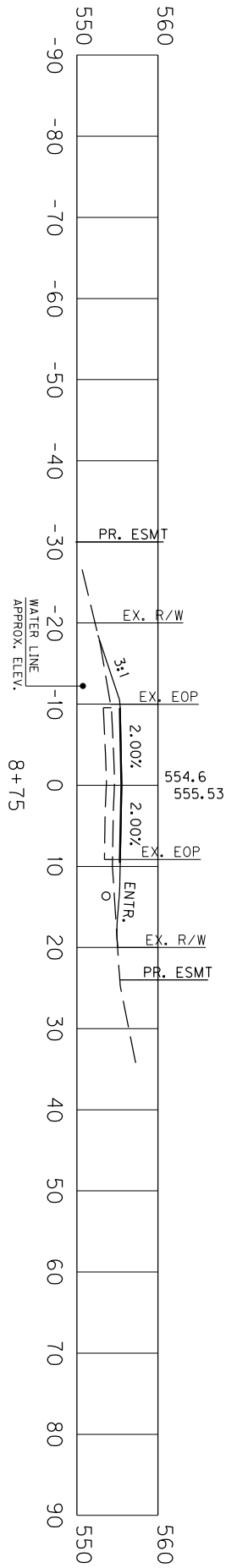
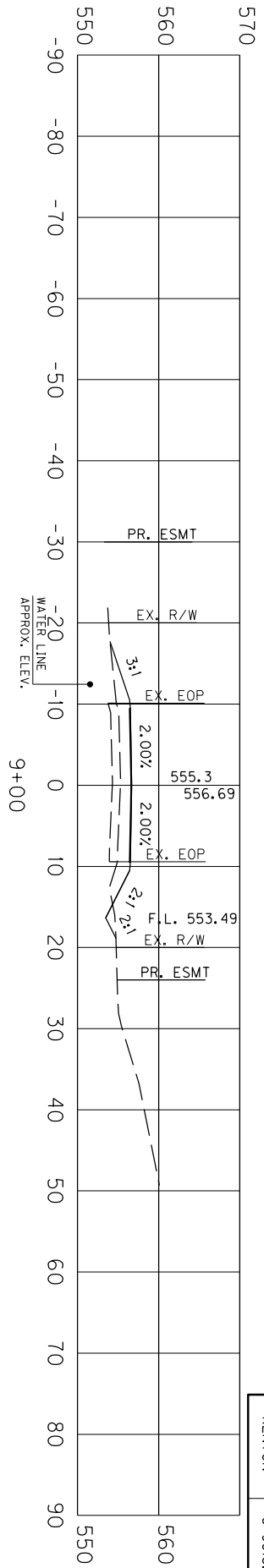
| KY 536 ALIGNMENT COORDINATES | | | |
|------------------------------|------------|-------------------------|------------|
| POINT | STATION | State Plane Coordinates | |
| | | NORTH (Y) | EAST (X) |
| POB | 7 + 20.00 | 4222543.33 | 5290479.70 |
| POE | 10 + 00.00 | 4222722.79 | 5290694.72 |



SCALE: 1"= 50'

KY 536
COORDINATE CONTROL SHEET

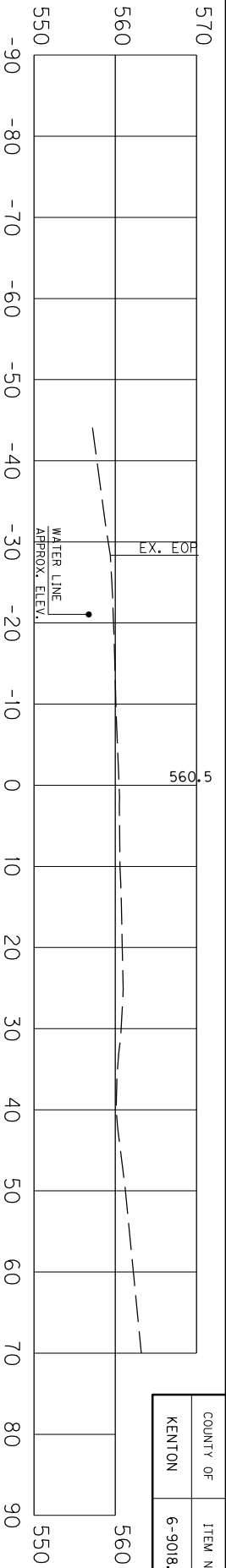
| COUNTY OF | ITEM NO. |
|-----------|-----------|
| KENTON | 6-9018.01 |



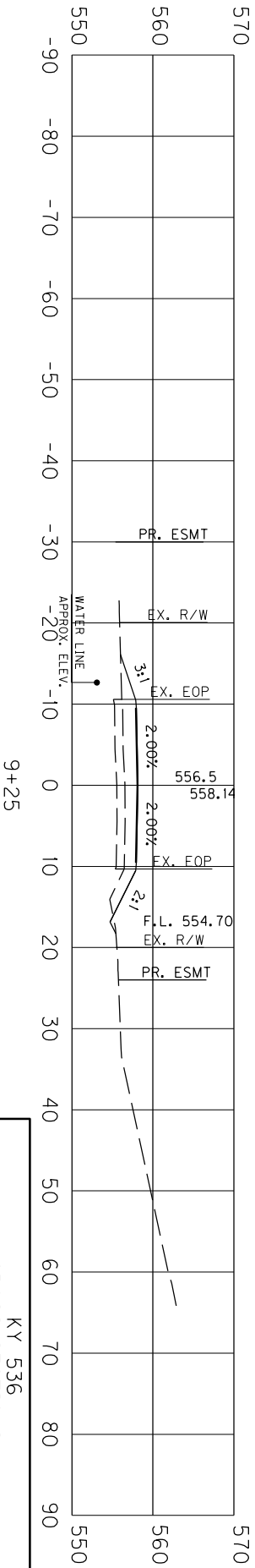
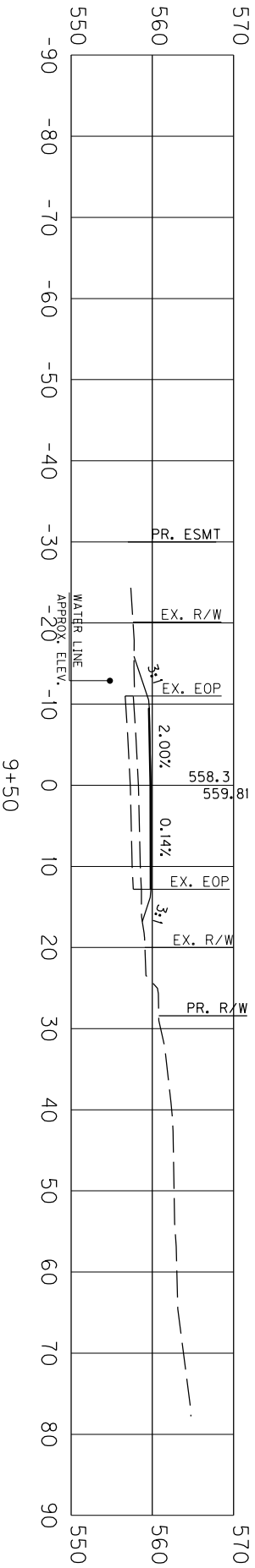
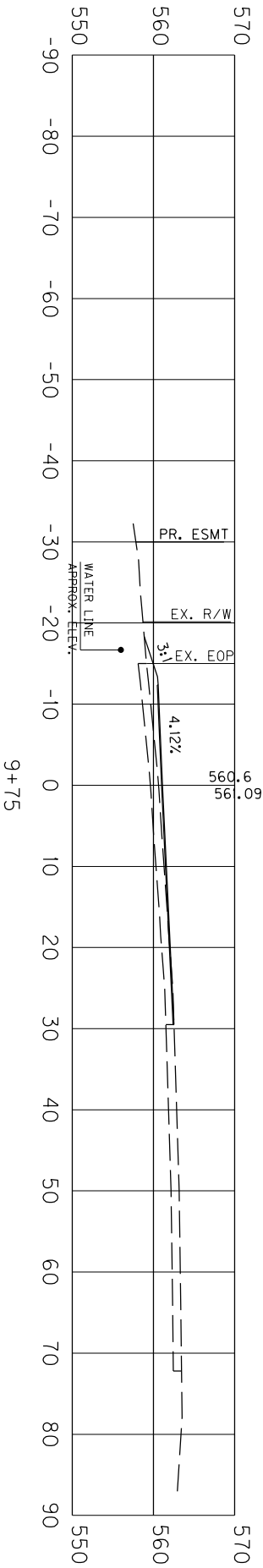
BEGIN CONSTRUCTION
STA. 8+05

KY 536
CROSS-SECTIONS
STA. 8+25 TO STA. 9+00

| COUNTY OF | ITEM NO. |
|-----------|-----------|
| KENTON | 6-9018.01 |



END CONSTRUCTION
STA. 9+88



KY 536
CROSS-SECTIONS
STA. 9+25 TO STA. 10+00

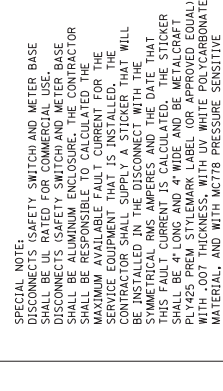
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|---|--------|---|--|---|--|--------------------------|--|-----------|--|
| FILE NAME: C:\USERS\TED.D\58\KENTON\059GR22D030\059GR22D030.DGN | | USERS: ted.d\swms9007 | DATE PLOTTED: September 25, 2019 | E-SHEET NAME: T000050J | | MicroStation v8.11.3.832 | | 8-20-2019 | |
| TRAFFIC SIGNAL ESTIMATE OF QUANTITIES | | | | | | | | | |
| TOTAL UNITS | | ITEM DESCRIPTION | | | | | | | |
| 40 | LIN FT | 4792 | CONDUIT 1 INCH | | | | | | |
| 110 | LIN FT | 4795 | CONDUIT 2 INCH | | | | | | |
| 7 | EACH | 4811 | ELECTRICAL JUNCTION BOX TYPE B | | | | | | |
| 1,600 | LIN FT | 4820 | TRENCHING AND BACKFILLING | | | | | | |
| 852 | LIN FT | 4830 | LOOP WIRE | | | | | | |
| 1,860 | LIN FT | 4844 | CABLE-NO. 14/5C | | | | | | |
| 1,880 | LIN FT | 4844 | CABLE-NO. 14/1 PAIR | | | | | | |
| 352 | LIN FT | 4895 | LOOP SAW SLOT AND FILL | | | | | | |
| 1 | EACH | 24955ed | REMOVE SIGNAL EQUIPMENT | | | | | | |
| 1 | EACH | 20390NS835 | INSTALL COORDINATING UNIT | | | | | | |
| 1 | EACH | 2039INS835 | ELECTRICAL JUNCTION BOX TYPE A | | | | | | |
| 8 | EACH | 20408ES835 | INSTALL LED BEACON-12 IN | | | | | | |
| 110 | LIN FT | 2154ZEN | BORE AND JACK CONDUIT | | | | | | |
| 1600 | LIN FT | 24900EC | PVC CONDUIT - 1 1/4 INCH - SCHEDULE 80 | | | | | | |
| 60 | LIN FT | 24901EC | PVC CONDUIT - 2 INCH - SCHEDULE 80 | | | | | | |
| 1 | EACH | 24908EC | INSTALL SIGNAL CONTROLLER-TY ATC | | | | | | |
| 6 | SOFT | 6406 | SBM ALUM SHEET SIGNS ,080 IN | | | | | | |
| 320 | SOFT | 6407 | SBM ALUM SHEET SIGNS ,125 IN | | | | | | |
| 90 | LF | 6401 | STEEL POST TYPE 1 | | | | | | |
| 4 | EACH | 21596ND | GNSS TYPE D | | | | | | |
| 1.07 | CUYDS | 6490 | CLASS A CONCRETE FOR SIGNS | | | | | | |
| 2 | EACH | 21373ND | REMOVE SIGN | | | | | | |
| THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION, AND OTHER SPECIAL NOTES AND SPECIFICATIONS WILL APPLY ON THIS PROJECT. SEE SECTION 706, 723, AND 112 FOR MEASUREMENT AND OTHER DETAILS. SEE SECTION 602 FOR SPRIAL REINFORCEMENT SPlicing. | | | | | | | | | |
| THE CONTRACTOR SHALL MAKE AN INSPECTION OF THE PROJECT SITE PRIOR TO SUBMITTING A BID AND SHALL BE THOROUGHLY FAMILIARIZED WITH EXISTING CONDITIONS. SUBMISSIONS OF A BID WILL BE CONSIDERED AN AFFIRMATION OF THIS INSPECTION HAVING BEEN COMPLETED. | | | | | | | | | |
| THE CONTRACTOR SHALL BE RESPONSIBLE FOR PICKING UP INSTALL ITEMS FROM THE FRANKFORT POLE YARD AND DELIVERING THESE ITEMS TO THE SITE. THE CONTRACTOR SHALL CONTACT FRANKFORT POLE YARD PERSONNEL (502-782-8994/ 502-330-8153 OR EMAIL KIM.STAMPER@KY.GOV) AND ARRANGE TO PICK UP INSTALL ITEMS A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO ARRIVAL. THE CONTRACTOR SHALL ALSO CONTACT THE SIGNAL SYSTEM BRANCH (502-782-5543/502-782-5541 OR EMAIL KIM.STAMPER@KY.GOV) TO ARRANGE FOR PICKUP OF THE SIGNAL EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMMUNICATIONS. THE TRAFFIC SIGNALS AT A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO ARRIVAL. FAILURE TO PROVIDE POLE YARD PERSONNEL/ SIGNAL SYSTEM BRANCH THIS ADVANCE NOTICE COULD RESULT IN LONG DELAYS OR REFUSAL TO DISTRIBUTE EQUIPMENT UPON ARRIVAL. | | | | | | | | | |
| ADD SENTENCE TO SECTION 835.15; ALL WIRE SHALL HAVE WORDING ADDED TO THE OUTER JACKET THAT STATES : *PROPERTY OF KENTUCKY TRANSPORTATION CABINET 502 564 0501*. | | | | | | | | | |
| CONTACT DISTRICT TRAFFIC ENGINEER AND CENTRAL OFFICE ENGINEER 2 WEEKS PRIOR TO TURN FOR THIS INSTALLATION. THE DISTRICT ENGINEER IS LINZY BREDFELD AND CENTRAL OFFICE ENGINEER IS JOE CARTER. | | | | | | | | | |
| MEASUREMENT NOTES THAT ARE IN ADDITION TO SECTION 723 | | | | | | | | | |
| INSTALL SIGNAL CONTROLLER TYPE ATC. THE DEPARTMENT WILL MEASURE THE QUANTITY AS EACH INDIVIDUAL UNIT INSTALLED. THE DEPARTMENT WILL NOT MEASURE THE CONCRETE BASE, MOUNTING THE CABINET, CONNECTING THE SIGNAL AND DETECTORS, EXCAVATION, BACKFILLING, RESTORATION, ANY NECESSARY POLE MOUNTING HARDWARE, ELECTRICAL SERVICE, ELECTRICAL INSPECTION FEES, AND REQUIRED BUILDING FEES INVOLVING UTILITY SECONDARY/PRIMARY SERVICE FOR PAYMENT AND WILL CONSIDER THEM INCIDENTAL TO THIS ITEM OF WORK. THE DEPARTMENT WILL ALSO NOT MEASURE CONNECTING THE INDUCTION LOOP AMPLIFIERS, PEDESTRIAN ISOLATORS, LOAD SWITCHES, MODEL 400 MODEM CARD FOR PAYMENT AND WILL CONSIDER THEM INCIDENTAL TO THIS ITEM OF WORK. THE DEPARTMENT WILL ALSO NOT MEASURE FURNISHING AND INSTALLING ELECTRICAL SERVICE CONDUCTORS, CONDUITS, ANCHORS, METER BASE, FUSED CUTOFF, FUSES, GROUND RODS, GROUND LUGS, AND GROUND WIRES FOR PAYMENT AND WILL CONSIDER THEM INCIDENTAL TO THIS ITEM OF WORK. | | | | | | | | | |
| TYPE D BREAKAWAY SIGN SUPPORTS. THE DEPARTMENT WILL MEASURE TYPE D SIGN SUPPORTS AS EACH SUPPORT INSTALLED. | | | | | | | | | |
| SIGN POSTS. THE DEPARTMENT WILL MEASURE THE FINISHED IN-PLACE LENGTH OF SIGN POSTS IN LINEAR FEET, FROM THE TOP OF THE ANCHOR, OR TOP OF THE SIGN SUPPORT, TO THE TOP OF THE SIGN POST, LAPS, CUTOFFS, EXCESS, AND WASTE WILL NOT BE MEASURED FOR PAYMENT. THE DEPARTMENT WILL NOT MEASURE CONDUIT FROM JUNCTION BOX TO SIGNAL HEADS ON SIDE MOUNTED SIGN, CONDUIT FITTINGS AND STRAPS, OR ANY ASSOCIATED SIGN MOUNTING HARDWARE AND WILL CONSIDER THESE INCIDENTAL TO THIS ITEM OF WORK. | | | | | | | | | |
| SIGNS. THE DEPARTMENT WILL MEASURE THE FINISHED IN-PLACE AREA OF SIGNS IN SQUARE FEET. | | | | | | | | | |
| CLASS A CONCRETE FOR SIGNS. THE DEPARTMENT WILL MEASURE THE CLASS A CONCRETE USED IN CONJUNCTION WITH TYPE D BREAKAWAY SIGN SUPPORT INSTALLATIONS IN CUBIC YARDS. ANY CONCRETE THAT IS REQUIRED AS BACKFILL DUE TO HITTING ROCK DURING A STANDARD INSTALLATION SHALL BE INCIDENTAL TO THE BID ITEM STEEL POST TYPE 1, AND SOIL STABILIZERS WILL NOT BE REQUIRED. | | | | | | | | | |
| REMOVE SIGN. THE DEPARTMENT WILL CONSIDER ALL SIGNS ATTACHED TO ONE OR MORE CONNECTED POSTS AS A SINGLE SIGN. THE DEPARTMENT WILL MEASURE AS EACH SIGN ASSEMBLY REMOVED AND NOT EACH INDIVIDUAL SIGN REMOVED. | | | | | | | | | |
| SUBSECTION: 03.13 LOOP INSTALLATION. REPLACE FIRST SENTENCE NOTE WITH THE FOLLOWING: 5 TURNS FROM THE START OF HOMERUN TO THE INSIDE CONDUIT JUNCTION BOX. CABINET, OR POLE. TWIST UNSHIELDED LOOP WIRES (MMSA 51-7) WITH 3 TO 5 TURNS PER FOOT FROM THE START OF THE HOMERUN TO THE JUNCTION BOX, CABINET, OR POLE. SLOT CAN BE WIDEN TO 1/2" TO 5/8" TO HELP WITH THE INSTALLATION OF THE TWISTED WIRE. | | SUBSECTION: 04.22 REMOVE SIGNAL EQUIPMENT (CONSTRUCTION ONLY) REVISION: THE DEPARTMENT WILL MEASURE THE QUANTITY BY EACH. THE DEPARTMENT WILL NOT MEASURE BACKFILLING AND THE DISPOSAL OR TRANSPORTATION OF EQUIPMENT AND MATERIALS ASSOCIATED WITH THE STRUCTURAL OR ELECTRICAL COMPONENT OF THE SIGNAL SYSTEM INCLUDING, BUT NOT LIMITED TO POLE BASES, POLES, JUNCTION BOXES, AND CONDUITS. THE DEPARTMENT WILL CONSIDER THEM INCIDENTAL TO THIS ITEM OF WORK. | | NOTES: Signs and Posts. Before beginning installation, the Contractor shall furnish to the Engineer drawings, descriptions, manufacturer's cuts, etc., covering all material to be used. Will test reports for beams, steel panels, and each different gauge of aluminum or steel sheeting used must be submitted to the Division of Construction and approved prior to erection. | | | | | |
| All hardware for the erection of sheeting signs shall be rust resistant; stainless steel, zinc coated, aluminum, or an Engineer approved material. All beams and posts shall be of sufficient lengths to extend from the top of the sign to the required embedment in the anchor. Splicing of the sign post shall NOT be allowed. For installations in soil, Type I steel posts shall be mounted on either a standard anchor with a soil stabilizer plate, or on a Type D installation details for a standard anchor with soil stabilizer plate. When installing a standard anchor with soil stabilizer plate, if solid rock is encountered, the Contractor shall drill a hole to the required depth into the rock, install the anchor into the hole, and backfill the anchor post with concrete, or other method approved by the Engineer. The cost shall be included in the bid. Type I steel posts shall be installed in accordance with the required. Refer to Standard Drawing RCX-065, current edition, for installation details of Type D breakaway sign supports. Approved manufacturers for Type D breakaway sign supports have been placed on the list of approved materials. All hardware including, but not limited to, sign post anchors, soil stabilizer plates, nuts, bolts, washers, trimmers, fittings, and bedding, or any other incidental materials, shall be furnished by the Contractor and will be incidental to the work. | | | | | | | | | |
| New concrete bases, posts, support anchors, signs, etc., are to be installed prior to dismantling any existing sign(s). The removal of existing signs, posts, and support anchors is to be performed concurrently with the installation of new signs, etc., to be performed under the same lane closure during the same work shift. Completely remove existing sign support anchors or remove them to a minimum depth of six (6) inches below existing ground line and backfill the disturbed area to the existing ground line. | | | | | | | | | |
| All manufactured sheeting signs shall be free of visual defects including, but not limited to: cracks, tears, ridges, bumps, discoloration, etc., and defective signs shall be replaced at no additional cost to the Department. | | | | | | | | | |
| All sign blanks shall be hole punched by the manufacturer for either horizontal or vertical installation. Attach all aluminum sheeting signs to square post with 3/8 all steel rivets and nylon washers. | | | | | | | | | |
| Post will be attached to the anchor with 5/16" corner bolts and 5/16" flanged nuts, and all post and anchor cuts shall be treated with a Cold Galvanizing Compound spray. | | | | | | | | | |
| Sign posts shall be erected vertically by using a bubble level. The tolerance shall be a two (2) degree angle in any direction. For locations where there are more than one sign is mounted beside each other, the posts shall be spaced to provide approximately six inches (6") of spacing between signs. | | | | | | | | | |
| DESIGNED BY: TAD | | DATE SUBMITTED: 9-20-2019 | | | | | | | |
| Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS | | COUNTY OF KENTON | | | | | | | |
| PROJECT NUMBERS: | | | | | | | | | |
| TRAFFIC SIGNAL ESTIMATE OF QUANTITIES MEASUREMENT, CONST, AND MISC NOTES | | | | | | | | | |

NOTES:

ALL CONDUITS USED FOR THE TELEPHONE, GROUNDING, SPARES, AND SERVICE (INCLUDING FLEX CONDUIT IF IT IS RUN INSIDE THE POLE) THAT ARE INSTALLED IN THE POLE SHALL BE 1/2" ABOVE THE TOP OF THE POLE. TO BID ITEM 4839, THIS INCLUDES PROVIDING A MINIMUM OF 24 INCHES OF CONDUIT PAST THE EDGE OF THE CONCRETE PAD.

ALL CONDUITS SHALL BE INSTALLED BETWEEN 4 TO 6 INCHES ABOVE THE CONCRETE PAD, AND THEY CANNOT EXCEED THE 6 INCH HEIGHT.

SERVICE WIRES FOR BASE MOUNTED CABINETS MAY BE INSTALLED IN FLEXIBLE CONDUIT FROM THE DISCONNECT TO THE 1" RIGID STEEL CONDUIT INSIDE THE POLE BASE. USE THE PROPER CONNECTIONS FOR TRANSITION FROM FLEXIBLE CONDUIT TO R 5 CONDUIT. FLEXIBLE CONDUIT SHALL NOT BLOCK THE HAND HOLE OR THE ABILITY TO ACCESS THE GROUNDING SYSTEM.

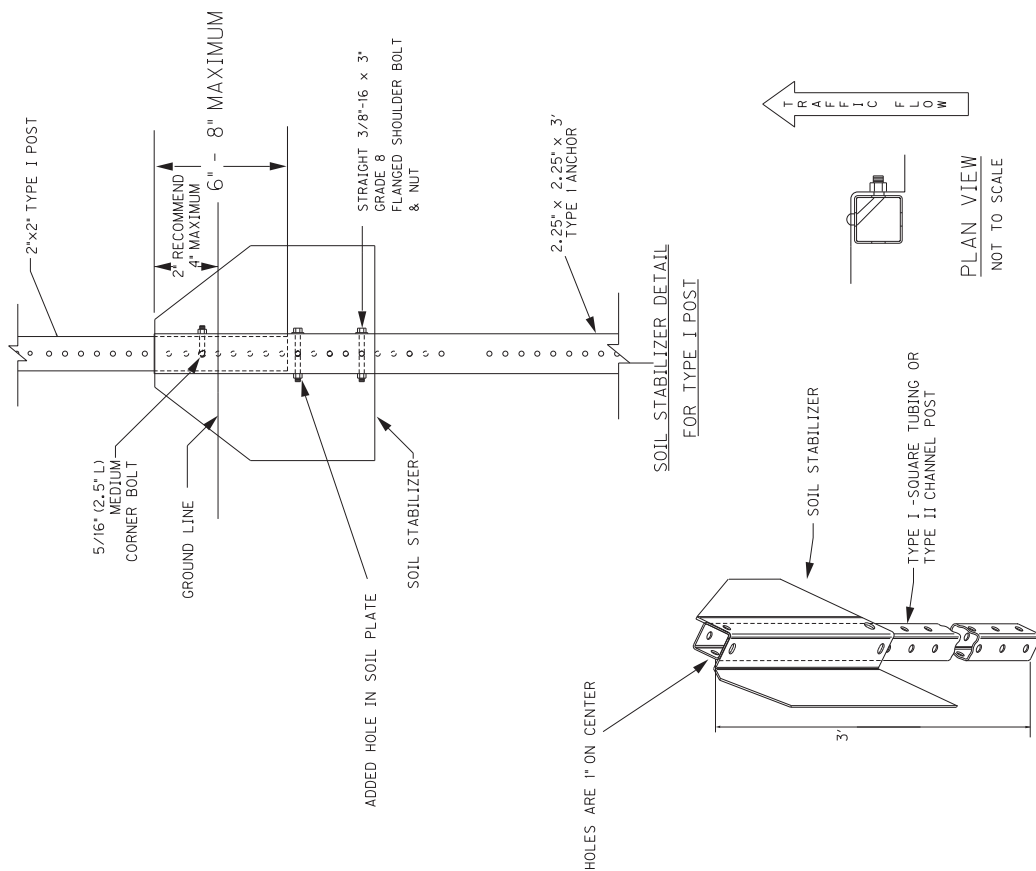


| | | |
|----------|-----------|-------|
| Micro 05 | 6/21/2019 | STEEL |
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LOOP DETAILS

TRAFFIC SIGNAL AND
ROADWAY LIGHTING
JUNCTION BOX AND CONDUIT DETAILS

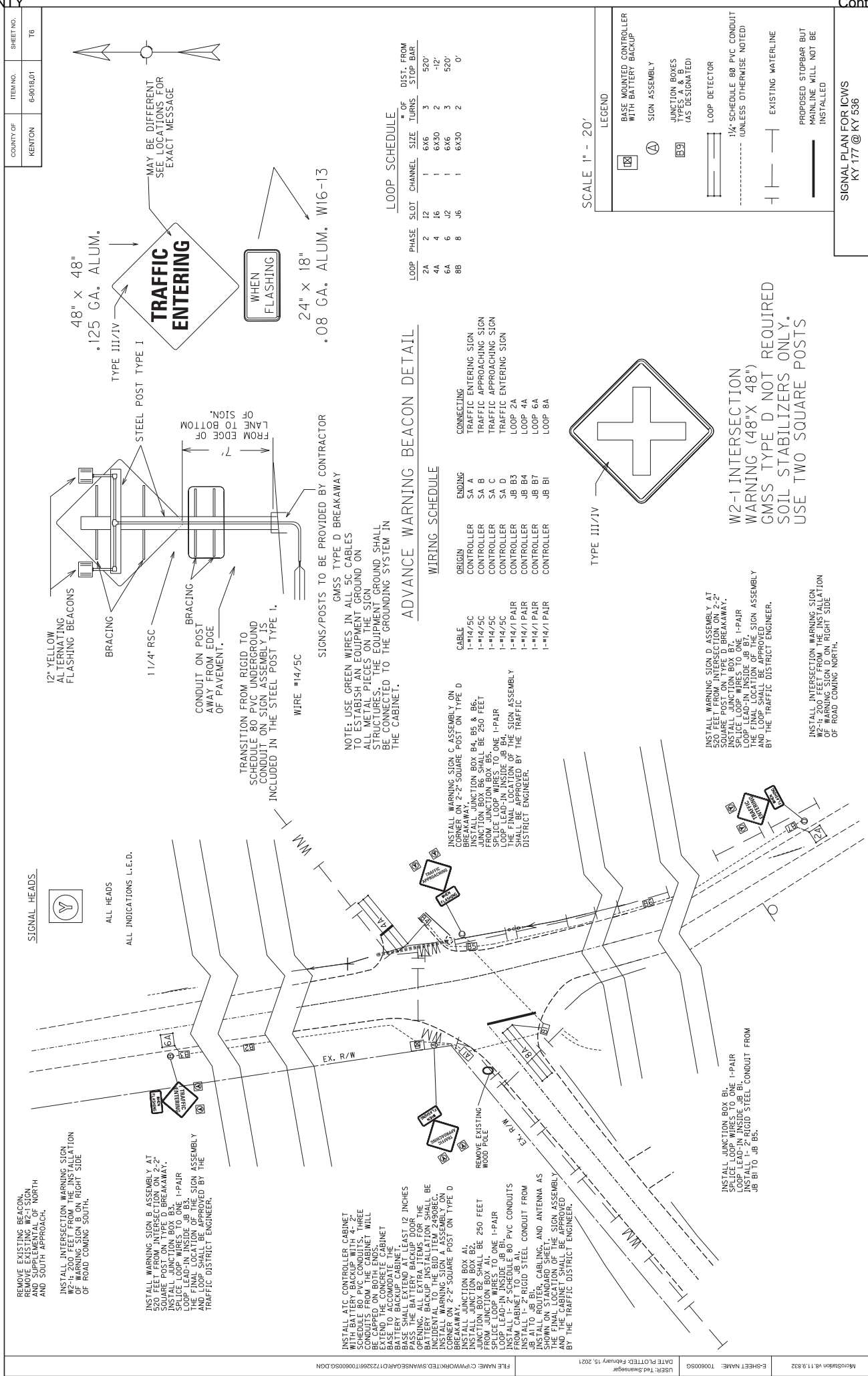
1001



SHEETING SIGN DETAIL

SHEET 1 OF 2

NOT TO SCALE



Tim Tharpe - Director

DIVISION OF TRAFFIC OPERATIONS

Phone (502) 564-3020
FAX (502) 564-7759

PROJECT MATERIALS RELEASE FORM
FOR SIGNALS AND LIGHTING

Note: Email form with signatures to KYTC’s warehouse (kim.stamper@ky.gov) at least two (2) days prior to arrival for pickup. Ensure Contractor’s delivery driver has a copy of form with signatures. Failure to do either may result in long delays or refusal to distribute materials upon arrival.

Item Number: **6-9018.01**

County: **Kenton**

Description: **KY 177 @ KY 536 ICWS**

| Cabinets | Master code | | |
|----------|-------------|---|---------------|
| 1 | T-01-0020 | Base Mounted 332 Cabinet | |
| 1 | T-01-0030 | Battery Backup System (Piggyback) | |
| 1 | T-01-0105 | ATC 2070 Controller (must include T-01-0106 also) | |
| 1 | T-01-0106 | 1C w/Maxtime (goes with T-01-0105) | |
| 1 | T-01-0501 | Conflict Monitor, Model 2018 | Special Order |
| 4 | T-01-0600 | Loop Detector, Model 222 | |
| 4 | T-01-0700 | Load Switches | |

| Signals | | |
|---------|-----------|-----------------------|
| 8 | T-02-0080 | 12 inch Beacon |
| 8 | T-02-0340 | LED Module 12" Yellow |

| Special Items | | |
|---------------|-----------|---|
| 1 | T-02-0504 | Router (this includes power supply/antenna/cabling) |

REQUIRED

Electrical Contractor Name _____

Electrical Contractor Supervisor _____ Contact number for Supervisor _____

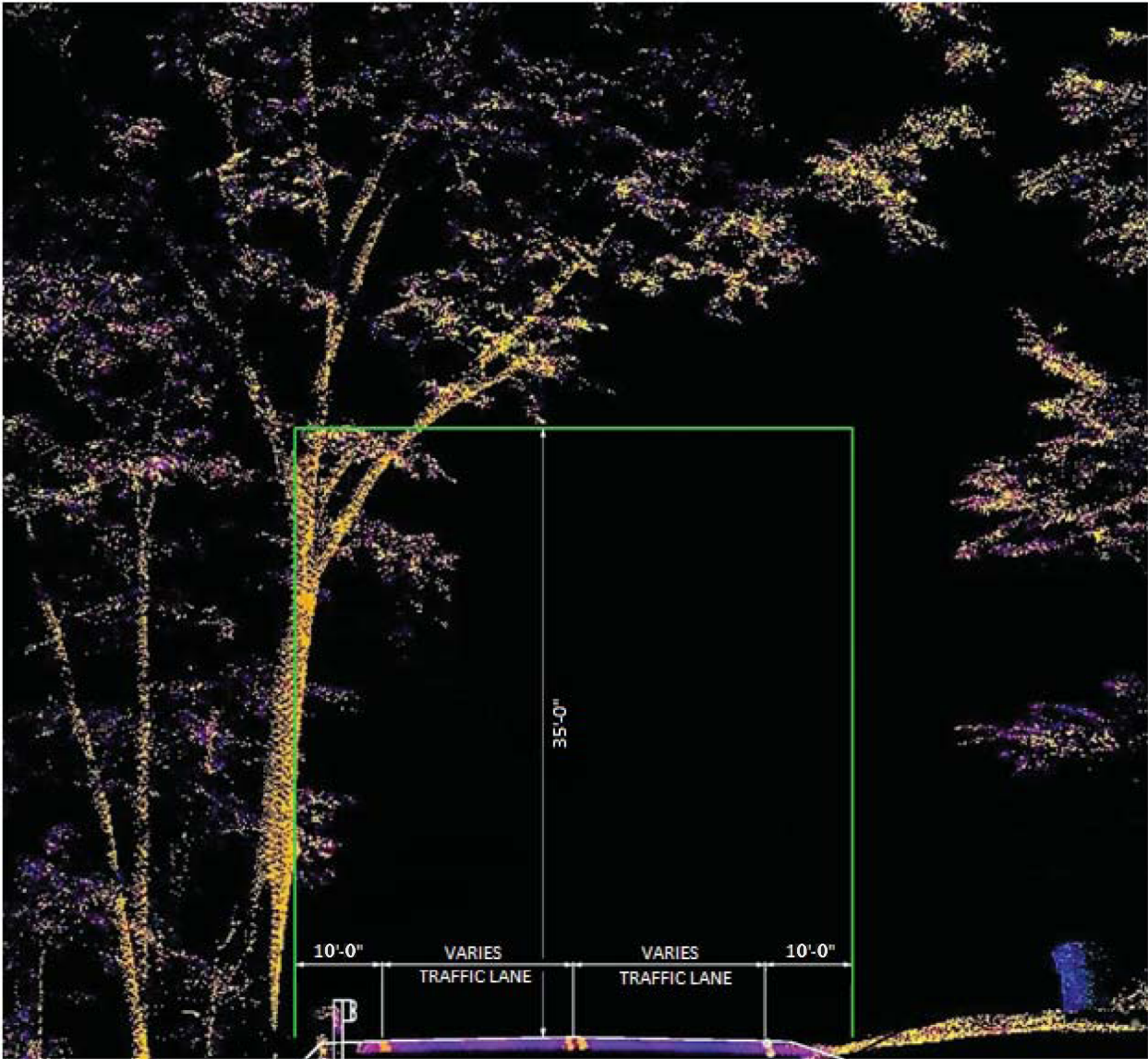
Project Engineer _____ Contact number for Project Engineer _____

Project Engineer attests that the mentioned contractor is the actual electrical contractor on this project

Signature of Project Engineer or Designee _____

TREE CLEARING DETAIL

Clearing offset: 10 feet from edge of pavement, both sides, cutting with a vertical reach of 35 feet



2020 STANDARD DRAWINGS THAT APPLY

| | |
|---|------------|
| ROADWAY | |
| ~ DRAINAGE ~ | |
| <u>TYPICAL DRAINAGE INSTALLATIONS</u> | |
| CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (12" – 24" PIPE) | RDI-001-10 |
| PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER PIPE | RDI-020-10 |
| PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER, REINFORCED CONC. PIPE | RDI-021-01 |
| EROSION CONTROL BLANKET SLOPE INSTALLATION..... | RDI-040-01 |
| EROSION CONTROL BLANKET CHANNEL INSTALLATION | RDI-041-01 |
| <u>MISCELLANEOUS DRAINAGE</u> | |
| TEMPORARY SILT FENCE..... | RDX-210-03 |
| SILT TRAP - TYPE A | RDX-220-05 |
| SILT TRAP - TYPE B | RDX-225-01 |
| SILT TRAP - TYPE C | RDX-230-01 |
| ~ GENERAL ~ | |
| <u>MISCELLANEOUS STANDARDS</u> | |
| RIGHT OF WAY MONUMENTS | RGX-005-06 |
| ~ PAVEMENT ~ | |
| <u>MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC.</u> | |
| APPROACHES, ENTRANCES, AND MAILBOX TURNOUT | RPM-110-07 |
| ~ TEMPORARY ~ | |
| <u>TRAFFIC CONTROL</u> | |
| LANE CLOSURE TWO-LANE HIGHWAY..... | TTC-100-05 |
| <u>DEVICES</u> | |
| DOUBLE FINES ZONE SIGNS..... | TTD-120-03 |


SPECIAL NOTE

For Tree Removal

**Kenton County
KY 1829
Item No. 6-9016**

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

| | | |
|--|---|--|
|  | KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES | TC 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) |
| 6-9018.01 | | Kenton | | 12FO FD52 059 9360101R | HSIP 5220 (003) |
| PROJECT DESCRIPTION | | | | | |
| Improvements at the Intersection of KY 177 and KY 536. | | | | | |
| <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 | | 2 | EXCEPTION (S) Parcel # | | ANTICIPATED DATE OF POSSESSION WITH EXPLANATION |
| Number of Parcels That Have Been Acquired | | | | | |
| Signed Deed | | 2 | | | |
| Condemnation | | | | | |
| Signed ROE | | | | | |
| Notes/ Comments (Text is limited. Use additional sheet if necessary.) | | | | | |
| LPA RW Project Manager | | | Right of Way Supervisor | | |
| Printed Name | | | | Printed Name Lynn Whalen | |
| Signature | | | | Signature <i>Lynn Whalen</i> Date: 2021.11.12 | |
| Date | | | | Date 15:15:00 -05'00' | |
| Right of Way Director | | | FHWA | | |
| Printed Name | | | | Printed Name | |
| Signature | | <i>Kelly R. Divine</i> | | No Signature Required as per FHWA-KYTC Current Stewardship Agreement | |
| Date | | Digitally signed by Kelly R. Divine Date: 2021.11.12 14:45:23 -06'00' | | Signature | |
| | | | | Date | |

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) |
| 06-9016.00 | Kenton | 12F0 FD52 059 9262301R | HSIP 8202 (005) |
| PROJECT DESCRIPTION | | | |
| Richardson Road; Correct drop offs, improve ditching, remove trees in clear zone, install HFS MP 1.7 to MP 2.25 on KY 1829. | | | |
| <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 | 2 | EXCEPTION (S) Parcel # | ANTICIPATED DATE OF POSSESSION WITH EXPLANATION |
| Number of Parcels That Have Been Acquired | | | |
| Signed Deed | 2 | | |
| Condemnation | | | |
| Signed ROE | | | |
| Notes/ Comments (Text is limited. Use additional sheet if necessary.) Donation Parcels | | | |
| LPA RW Project Manager | | Right of Way Supervisor | |
| Printed Name | | Printed Name | Lynn Whalen |
| Signature | | Signature | <i>Lynn Whalen</i> Date: 2021.04.13 |
| Date | | Date | 17:33:36 -04'00' |
| Right of Way Director | | FHWA | |
| Printed Name | Kelly R. Divine | Printed Name | No Signature Required |
| Signature | <i>Kelly R. Divine</i> 2021.04.14 | Signature | as per FHWA-KYTC |
| Date | 08:39:52 -05'00' | Date | Current Stewardship Agreement |

Right of Way Status Report

| | | | | | | | | | | | | | | | | | | | | | | | | |
|----------------------|---|----------------------------|---------------------|-------------------------|--------------------|-------------------------|----------------------|------------------------|------------|------------------------|----------------|------------------|-----------------|--------------------|--------------------|---------------------------------|-----------------|----------|--------------------|------------------|-------------------------|-------------------------|---------|--|
| Item No: | 6-8076.00 | County: | Kenton | Letting Date: | 07/23/2021 | Federal No: | | offer's No: | | Print Date: 04/13/2021 | | | | | | | | | | | | | | |
| Account No: | | | | Clearance Date: | | FHWA Approval Date: | 11/1/19 | Official Order Number: | | | | | | | | | | | | | | | | |
| Project Description: | CORRECT DROP OFFS, IMPROVE DITCHING, REMOVE TREES IN CLEAR ZONE AND INSTALL HFS FROM MP 1.2 TO MP 2.25 ON KY 1829 IN KENTON COUNTY, (0118BOP) | | | | | | | | | | | | | | | | | | | | | | | |
| Appraiser(s): | Brian Davis | | | | | | | | | | | | | | | | | | | | | | | |
| Reviewer(s): | SCOTT CLARKE | | | | | | | | | | | | | | | | | | | | | | | |
| | KYTC Project Manager: KYTC/Mike Vaughn | | | | | | | | | | | | | | | | | | | | | | | |
| | ROW Project Manager: Lynn Whalen | | | | | | | | | | | | | | | | | | | | | | | |
| | Relocation Agent(s): | | | | | | | | | | | | | | | | | | | | | | | |
| Parcel Number | Parcel Cleared | Property Owner | Title Received Date | Appraiser Assigned Date | Appraiser Initials | Appraisal Received Date | Review Approval Date | C.O. Approval Date | Buyer Date | Acquisition Agent | FMV Offer Date | Deed Signed Date | Check Delivered | Deed Recorded Date | Deed Book and Page | Suit Submittal to C.O. ROW Date | Suit Filed Date | ROE Date | Relocation Section | Relocation Agent | Improvement Vacate Date | Improvement Remove Date | Remarks | |
| 0004 | N | Kenton County Fiscal Court | | 7/31/20 | BD | | | | 2/11/20 | RD | 6/20/20 | 7/14/20 | | 11/24/20 | KC 67 370-382 13 | | | | N | | | | | |
| 0007 | N | Kenton County Fiscal Court | | 7/31/20 | BD | | | | 2/14/20 | RD | 2/17/20 | 7/14/20 | | 11/24/20 | KC 67 369-369 11 | | | | N | | | | | |
| 2 | 0 | TOTALS | 0 | 2 | | 0 | 0 | 0 | 2 | | 2 | 2 | 0 | 2 | | | 0 | 0 | 0 | 0 | | 0 | 0 | |

UTILITIES AND RAIL CERTIFICATION NOTE

Kenton County
OHSIP5220001
FD52 059 9360101D
Mile point: 9.050 TO 9.300
IMPROVEMENTS AT THE INTERSECTION OF KY 177 AND KY 536
ITEM NUMBER: 06-9018.01

PROJECT NOTES ON UTILITIES

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

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

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

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor’s responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more

UTILITIES AND RAIL CERTIFICATION NOTE

Kenton County
OHSIP5220001
FD52 059 9360101D
Mile point: 9.050 TO 9.300
IMPROVEMENTS AT THE INTERSECTION OF KY 177 AND KY 536
ITEM NUMBER: 06-9018.01

than ten (10) business days prior to excavation. The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

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

- Northern Kentucky Water District – Water
- Duke Energy – Overhead Electric
- Spectrum – Overhead CATV
- Alta Fiber (Formerly Cincinnati Bell) – Overhead
- MCI/Verizon – Underground Fiber

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

- Alta Fiber (Formerly Cincinnati Bell)
- Duke Energy - Electric
- Spectrum – CATV

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

No utilities will require relocation during road construction. MCI/Verizon facilities are to be filled over and will be adjusted by the owner after completion of the road work. MCI/Verizon will perform their own restoration when their work is completed. It is requested the road contractor place a temporary 2x4 or other substantial marker at the location of the existing handhole to facilitate post road construction locating for later adjustment. The handhole to be adjusted is located left of centerline near the beginning of construction.

UTILITIES AND RAIL CERTIFICATION NOTE

Kenton County
OHSIP5220001
FD52 059 9360101D
Mile point: 9.050 TO 9.300
IMPROVEMENTS AT THE INTERSECTION OF KY 177 AND KY 536
ITEM NUMBER: 06-9018.01

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

None

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☒ No Rail Involvement ☐ Rail Involved ☐ Rail Adjacent

AREA FACILITY OWNER CONTACT LIST

Utility owner contacts will be provided at the preconstruction conference.

UTILITIES AND RAIL CERTIFICATION NOTE

**Kenton County
OHSIP8202005
FD52 059 9262301U
Mile point: 1.200 TO 2.250
CORRECT DROP OFFS, IMPROVE DITCHING, REMOVE TREES IN CLEAR ZONE AND INSTALL HFS FROM
MP 1.2 TO MP 2.25 ON KY 1829 IN KENTON COUNTY. (2016BOP)
ITEM NUMBER: 06-9016.00**

PROJECT NOTES ON UTILITIES

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

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

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

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more

UTILITIES AND RAIL CERTIFICATION NOTE

Kenton County
OHSIP8202005
FD52 059 9262301U
Mile point: 1.200 TO 2.250
**CORRECT DROP OFFS, IMPROVE DITCHING, REMOVE TREES IN CLEAR ZONE AND INSTALL HFS FROM
MP 1.2 TO MP 2.25 ON KY 1829 IN KENTON COUNTY. (2016BOP)
ITEM NUMBER: 06-9016.00**

than ten (10) business days prior to excavation. The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

Utility coordination efforts determined that no significant utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.

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

- Charter Communications Holdings, LLC dba Spectrum – CATV
- Cincinnati Bell Telephone – Telephone
- East Kentucky Power Cooperative – Electric
- MCI Verizon – Communication
- Owen Electric Cooperative – Electric
- Sanitation District No. 1 – Sewer

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

UTILITIES AND RAIL CERTIFICATION NOTE

Kenton County
OHSIP8202005
FD52 059 9262301U
Mile point: 1.200 TO 2.250
CORRECT DROP OFFS, IMPROVE DITCHING, REMOVE TREES IN CLEAR ZONE AND INSTALL HFS FROM
MP 1.2 TO MP 2.25 ON KY 1829 IN KENTON COUNTY. (2016BOP)
ITEM NUMBER: 06-9016.00

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

Charter Communications Holdings, LLC dba Spectrum – CATV
Cincinnati Bell Telephone – Telephone
MCI Verizon – Communication

All necessary Charter, Cincinnati Bell, and MCI Verizon relocation work is complete and shall be avoided by the roadway contractor.

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

N/A

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

Northern Kentucky Water District facilities are to be installed, relocated, or removed by the road contractor using plans included in the road construction plans and specifications inserted into the project proposal. Appropriate utility bid items have been included in the contract bid documents. The relocation work to be done by the roadway contractor is as follows: four fire hydrants & four existing valve anchors are to be relocated, as well as three water main point relocations are to be completed.

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☒ No Rail Involvement ☐ Rail Involved ☐ Rail Adjacent

UTILITIES AND RAIL CERTIFICATION NOTE

Kenton County
OHSIP8202005
FD52 059 9262301U
Mile point: 1.200 TO 2.250
CORRECT DROP OFFS, IMPROVE DITCHING, REMOVE TREES IN CLEAR ZONE AND INSTALL HFS FROM
MP 1.2 TO MP 2.25 ON KY 1829 IN KENTON COUNTY. (2016BOP)
ITEM NUMBER: 06-9016.00

AREA FACILITY OWNER CONTACT LIST

UTILITY CONTACT INFORMATION WILL BE PROVIDED AT THE PRECONSTRUCTION CONFERENCE.

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.

When the list of approved subcontractors for the utility work is not provided in these general notes, the utility work can be completed by the prime contractor. If the prime contractor chooses to subcontract the work, the subcontractor shall be prequalified with the KYTC Division of Construction Procurement in the work type of “Utilities” (I33). Those who would like to become prequalified may contact the Division of Construction Procurement at (502) 564-3500. Please note: it could take up to 30 calendar days for prequalification to be approved. The prequalification does not have to be approved prior to the bid, but must be approved before the subcontract will be approved by KYTC and the work can be performed.

CONTRACT ADMINISTRATION RELATIVE TO UTILITY WORK

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

SUBMITTALS AND CORRESPONDENCE

All submittals and correspondence of any kind relative to utility work included in the road contract shall be directed to the KYTC Section Engineer, a copy of which may also be supplied to the utility owner by the contractor to expedite handling of items like material approvals and shop drawings. All approvals and correspondence generated by the utility owner shall be directed to the KYTC Section Engineer. The KYTC Section Engineer will relay any approvals or correspondence to the utility contractor as appropriate. At no time shall any direct communication between the utility owner and utility contractor without the communication flowing through the KYTC Section Engineer be considered official and binding under the contract.

ENGINEER

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

INSPECTOR OR RESIDENT PROJECT REPRESENTATIVE

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

NOTICE TO UTILITY OWNERS F THE START OF WORK

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

UTILITY SHUTDOWNS

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

Notice to customers of utility shut downs is sometimes required to be performed by the utility contractor. The contractor may be required; but, is not limited to, making notice to utility customers in a certain minimum amount of time in advance of the shut down and by whatever means of communication specified by the utility owner. The means of communication to the customer may be; but is not limited to, a door hanger, notice by newspaper ad, telephone contact, or any combination of communication methods deemed necessary, customary and appropriate by the utility owner. The contractor should refer to the utility owner specifications for requirements on customer notice.

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

CUSTOMER SERVICE AND LATERAL ABANDONMENTS

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

STATIONS AND DISTANCES

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

RESTORATION

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

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

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

MATERIAL

Contrary to Utility Bid Item Descriptions, those bid items that have the text “**Inst**” at the end of the bid item will have the major components of the bid item provided by the utility owner. No direct payment will be made for the major material component(s) supplied by the utility company. All remaining materials required to construct the bid item as detailed in utility bid item descriptions, in utility specifications and utility plans that are made a part of this contract will be supplied by the contractor. The contractor’s bid price should reflect the difference in cost due to the provided materials.

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

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

SECURITY OF SUPPLIED MATERIALS

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

Standard Water Bid Item Descriptions

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.

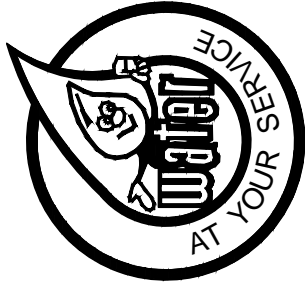
W VALVE ANCHOR EXISTING This bid item is intended to pay for installation of restraint hardware on an existing valve where no restraint exists to hold the valve in place to facilitate tie-ins and other procedures where restraint is prudent. This work shall be performed in accordance with water specifications 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.


Northern Kentucky Water District






2014

Standard Specifications & Drawings for the Installation of Water Mains

| <p>1.05 WATER MAINS ON PRIVATE PROPERTY Water mains installed on private property which are going to be maintained by the Water District, shall have a twenty-(20) foot wide easement with the water main centered in the easement area and shall have a justifiable benefit to the District (serving more than one property owner, hydraulic benefits, etc.) A four-(4) foot area over the water main shall be a non-paved, strip totally unobstructed with the exceptions as outlined in DESIGN GUIDELINES. With appropriate justification, paving may be approved within the four-(4) foot area over cross-county water mains. Outside the ten-(10) foot area over the water main, 5' either side but within the overall easement area, other utilities may be placed in this area. Proper documentation shall be provided for all easement areas. For areas that are on recorded subdivision plats, the following statement may be used in lieu of the grant of easement forms:</p> <p style="text-align: center;">WATER MAIN EASE</p> <p>The Water Main Easement(s) as shown on this plat are subject to the DECLARATION OF MASTER WATER FACILITY EASEMENT AGREEMENT as set forth in _____ (Document Location) of the _____ County Clerk's records at _____, Ky. _____ (County Name) _____ (Court House)</p> <p>Document Location at Various Court Houses:</p> <table><thead><tr><th>Court House</th><th>Document Location</th><th>County</th></tr></thead><tbody><tr><td>Alexandria</td><td>Easement Book 129, Page 145</td><td>Campbell</td></tr><tr><td>Boone County</td><td>Easement Book 54, Page 195</td><td>Boone</td></tr><tr><td>Covington</td><td>Miscellaneous Book 504, Page 311</td><td>Kenton</td></tr><tr><td>Independence</td><td>Miscellaneous Book 228, Page 73</td><td>Kenton</td></tr><tr><td>Newport</td><td>Easement Book 304, Page 466</td><td>Campbell</td></tr></tbody></table> <p>For other areas, the Design Engineer shall prepare an easement document suitable for recording with the County Clerk. Documents shall consist of a sketch (8 1/2" by 14"), a legal description of the twenty (20) foot easement with back references to Deed Book and Page number, and a signed Grant of Easement Form (Restoration agreement) provided by the District prior to filling the man for sterilization.</p> | | Court House | Document Location | County | Alexandria | Easement Book 129, Page 145 | Campbell | Boone County | Easement Book 54, Page 195 | Boone | Covington | Miscellaneous Book 504, Page 311 | Kenton | Independence | Miscellaneous Book 228, Page 73 | Kenton | Newport | Easement Book 304, Page 466 | Campbell | | |
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| Court House | Document Location | County | | | | | | | | | | | | | | | | | | | |
| Alexandria | Easement Book 129, Page 145 | Campbell | | | | | | | | | | | | | | | | | | | |
| Boone County | Easement Book 54, Page 195 | Boone | | | | | | | | | | | | | | | | | | | |
| Covington | Miscellaneous Book 504, Page 311 | Kenton | | | | | | | | | | | | | | | | | | | |
| Independence | Miscellaneous Book 228, Page 73 | Kenton | | | | | | | | | | | | | | | | | | | |
| Newport | Easement Book 304, Page 466 | Campbell | | | | | | | | | | | | | | | | | | | |
| <p>1.06 WATER MAIN SIZE Minimum public water main size shall be 8", unless it is determined by the District that a dead-end main has no potential for future development, or it is determined by the District that a smaller main is adequate. The District may allow the last 600 feet of water main to be constructed as 6" water main, if a fire hydrant is deemed necessary by the Authority having Jurisdiction, or a smaller diameter main if a blow-off is sufficient. The water main around a cul-de-sac may be reduced to 4" D.I. or 2" P.E.. A flushing device may be required, as determined by the District, on 4" D.I. and 2" P.E. lines, if there is no potential for future development as determined by the District and proper fire hydrant spacing can be met. The District may consider the installation of conduits for cul-de-sac lots versus a main around the cul-de-sac. Conduits will need to be installed on the opposite lot lines of the electric service and at the proper depth with a tracing wire. Additional requirements may be required for the installation of conduits subject to the approved of the District. All water mains 16" and larger shall be min. class 50 D.I.P as determined by the District. The District does not allow water mains 10" , 14" & 18" in size.</p> | | | | | | | | | | | | | | | | | | | | | |
| <p>1.07 DEAD ENDS OF WATER MAINS Dead ends to water mains shall be prohibited unless approved by the District. Dead ends may be approved if one or more of the following conditions exists:</p> <p>A. The distance between the dead end and the other tie-in point is greater than 600 feet.</p> <p>B. Physical features exist between the dead end and the other tie- in point that in the opinion of the District make it impractical to tie them together.</p> <p>C. Slopes between the dead end and the other tie-in point is greater than 3 to 1.</p> <p>D. Slope/terrain between the dead end and the other tie-in point is certified as geotechnically unstable by a qualified professional geotechnical engineer.</p> <p>E. It is necessary to purchase easements to run a water line through existing developed lots.</p> | | | | | | | | | | | | | | | | | | | | | |
| <p>1.08 MULTIPLE WATER MAIN FEEDS A minimum of two supply sources shall be required for subdivisions of one hundred (100) customers or more, more than one street, and/or there is potential development area that exceeds the number of customers or streets previously mentioned.</p> <p>Cul-de-sacs streets of less than 300 feet long may be considered for the installation of a 4" D.I. looped water main for the elimination of the dead end. A fire hydrant shall be installed at the intersection of the cross street and a valve installed between the two tees for the 4" line.</p> | | <table><thead><tr><th>BY</th><th>DATE</th></tr></thead><tbody><tr><td></td><td></td></tr></tbody></table> | | BY | DATE | | | | | | | | | | | | | | | | |
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| <p>1.09 MINIMUM WATER FLOW REQUIREMENTS. The water main extension at the most remote location shall be able to provide a minimum fire flow of 250 gpm for the installation of fire hydrants and the water system supporting this flow has the capability of providing this flow for a period of not less than two (2) hours plus consumption at the maximum daily rate. A minimum of 30 psi must be available on the discharge side of all meters. All water mains, including those not designed to provide fire protection, shall be sized after a hydraulic analysis based on flow demands and pressure requirements. If the water system cannot support the installation of fire hydrants, anchoring tees and valves shall be installed to allow for future fire hydrant installation when adequate water is available. If the water system extension is part of a subdivision development, the developer will be responsible for installing the anchoring tees and valves as described above and providing the District with a fire hydrant for each tee and valve installed as part of the subdivision. These fire hydrants will be installed by the District after water main improvements are made in the area which support the installation of fire hydrants.</p> | | <table><thead><tr><th>REVISION</th><th></th><th></th></tr></thead><tbody><tr><td></td><td></td><td></td></tr></tbody></table> | | REVISION | | | | | | | | | | | | | | | | | |
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| <p>1.10 HIGH PRESSURE AREAS Additional requirements may be necessary for high-pressure areas (125 psi static pressure or higher) as determined by the District.</p> | | | | | | | | | | | | | | | | | | | | | |
| <p>1.11 VALVES. Sufficient valves as determined by the District shall be provided on water mains so inconvenience and public health hazards are minimized during repairs, and their location shall be approved by the District. All valves shall be operated by or under the direction of <u>District Personnel</u> only. Valves shall be installed at each end of cross-county water mains, and at separation of no greater than 1000 feet in urban residential areas, 500 feet in commercial areas, 1 mile in rural areas with few residents.</p> | | | | | | | | | | | | | | | | | | | | | |
| <p>1.12 FIRE HYDRANTS Fire hydrants shall be connected only to water mains adequately sized to carry the flows and in no case to lines smaller than six (6) inch. Fire hydrant spacing shall be as recommended by the Northern Kentucky Area Planning Commission and the local fire department. Fire hydrants shall be located on or as close to side property lot lines as possible. Fire hydrants installed as part of a water main replacement project are to be replaced in approximately the same location as the existing one. Additional hydrants may be added when they are required for air release or flushing purposes as determined by the District.</p> | | | | | | | | | | | | | | | | | | | | | |
| <p>1.13 PARALLEL INSTALLATION OF WATER AND SEWER LINES A 10' minimum lateral separation between water mains and sewers (defined as any sanitary/combined sewer, septic tank or subsoil treatment system) and sewer manholes, measured from the outside diameter to outside, must be maintained. When a 10' separation is not practical then a variance may be obtained from DOV to maintain an 18" vertical and 18" lateral separation. No variances will be permitted for force mains.</p> | | <table><thead><tr><th>DRAWN BY:</th><th>APPROVED:</th><th>DATE:</th></tr></thead><tbody><tr><td>SAW</td><td><i>SA</i></td><td>8/5/2014</td></tr></tbody></table> | | DRAWN BY: | APPROVED: | DATE: | SAW | <i>SA</i> | 8/5/2014 | | | | | | | | | | | | |
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| SAW | <i>SA</i> | 8/5/2014 | | | | | | | | | | | | | | | | | | | |
| <p>N. KY. WATER DISTRICT</p> <p>SPECIFICATIONS</p> | | <table><tr><td colspan="2">STANDARD DRAWING NO:</td></tr><tr><td colspan="2">100-A</td></tr></table> | | STANDARD DRAWING NO: | | 100-A | | | | | | | | | | | | | | | |
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| 100-A | | | | | | | | | | | | | | | | | | | | | |

| <p>1.14 <u>CROSSING OF WATER AND SEWER LINES</u> Waterlines crossing under or over sewers lines (defined as any sanitary/combined sewer, septic tank or subsoil treatment system) must maintain a minimum vertical clearance of 18" and one full length of pipe shall be located so both joints are as far from the sewer as possible. Special Structural support for the water and sewer pipes may be required.</p> | | <p>1.20 <u>CONDUITS FOR WATER SERVICES IN ROCKY AREAS</u> The Developer is responsible for notifying the District when rocky conditions are found in a development which could affect the installation of customer water service lines. The Developer shall give sufficient notification to the District to facilitate the installation of conduits before the street is installed. If a street is installed in a rocky area without conduits, the Developer may be responsible for any additional cost incurred.</p> | | | | | | | | | | | | | | | | |
|--|----|--|--|----------|----|------|--|--|--|--|--|--|--|--|--|--|--|--|
| <p>1.15 <u>PARALLEL INSTALLATION WITH OTHER UNDERGROUND UTILITIES.</u> Water mains should maintain a minimum lateral separation of 3 feet from all other underground utilities whenever possible, with the exception of sewers as stated elsewhere in these specifications.</p> | | <p>1.21 <u>ORGANIC CONTAMINATION</u> Mains installed within 200 feet of petroleum tanks and other areas of organic contamination must be ductile iron pipe.</p> | | | | | | | | | | | | | | | | |
| <p>1.16 <u>WATER CROSSINGS</u> Surface water crossings, both over and under water, present special problems which should be discussed with the District before improvement plans are prepared. Over water crossings, the pipe shall be adequately supported, protected from damage, freezing, and accessible for repair or replacement. The pipe shall be of special construction having flexible, watertight joints. Valves shall be provided at both ends of water crossings so that the section can be isolated for test or repair. Where the water main is constructed under a blue line stream, the pipe shall be protected with concrete encasement. This encasement shall extend a distance equal to the width of the channel measured from top of bank to top of bank. The encasement shall be per Standard Drawing No. 110. Valves shall be installed on each side of the water crossing in areas not subject to flooding when the crossing water courses greater than 15 feet in width (bank to bank). Permanent taps shall be installed on each side of the system side valve for leakage and sampling purposes. The Developer will be responsible for meeting the requirements of 401 KAR 4:050 and KRS 151.250 for sub-fluvial pipe line crossings.</p> | | <p>2.01 <u>WATER MAIN PIPE AND FITTINGS</u></p> <p>A. <u>Minimum Class 50 Ductile Iron Pipe (D.I.P.)</u> - A minimum of Class 50 Ductile Iron pipe shall conform to the latest edition of AWWA C151. All pipe shall be clearly marked as to class by the manufacturer "Push-on single gasket" type joints shall conform to the latest edition of AWWA C-111. Pipe shall have a standard thickness cement mortar lining in conformance with AWWA C-104.</p> <p>Under no conditions shall pipe line deflection measured between joints exceed the manufacturer's published recommended standard for that type of pipe. The maximum deflection at push-on joints and/or mechanical joints shall be 5 degrees or as recommended by Manufacturer. All D.I.P. shall be blue polyethylene wrapped.</p> | | | | | | | | | | | | | | | | |
| <p>1.17 <u>SAFETY</u> The "Manual of Accident Prevention In Construction" published by the Associated General Contractors of America, O.S.H.A Regulations and other state and local safety regulations shall be followed.</p> | | <p>B. <u>Polyvinyl Chloride Pipe (P.V.C.)</u> - D.R. 18, P.V.C. pipe shall conform to the latest edition of AWWA C900, must be NSF approved and manufactured in accordance with ASTM standards. All pipe shall be clearly marked as to class by the manufacturer. The outside diameter shall be equivalent to D.I.P. Pipe shall have gasket bell end type joints furnished complete with gaskets meeting the latest edition of ASTM F477. Solvent weld joints are prohibited.</p> | | | | | | | | | | | | | | | | |
| <p>1.18 <u>MAINTENANCE PERIOD</u> The Developer shall be responsible for the maintenance of the installed water mains and appurtenances to District Standards for a period of not less than one (1) year from the date the water main is placed in service by the District. Approximately ten (10) months after the main is placed in service, an inspection will be conducted by the District to ensure that the water main and appurtenances were installed and maintained to District standards. If the 10-month inspection reveals that the installation does not meet District standards, the developer will be notified in writing to correct all discrepancies and/or problems within 60 days after notification. If the problems are not corrected within the 60-day period, the District shall make the corrections at the expense of the Developer. The Developer shall then be billed by the District at a rate of time and material plus overhead or at the rate of actual cost plus overhead when done by an available contractor hired by the District. Payment is required within 30 days of invoice date. Non-payment of invoice after 45 days by the Developer creates an indebtedness to the Water District, which violates Water District's Tariff. This indebtedness to the Water District will result in no future water being provided to the Developer on all existing and future water main projects and/or phases until all indebtedness is paid in full.</p> | | <p>P.V.C. pipe shall be permitted for use in residential subdivisions and along city and county roads as approved by the District. Pipe size shall be limited to 6", 8" & 12". P.V.C. pipe shall not be installed in high pressure areas where the static system pressures exceeds 125 psi or other system conditions exist which increase pressures over 125 psi, as determined by the District. P.V.C. pipe cannot be used for cross country lines, along state highways, water crossings, or installed within 200 feet radius of oil or gasoline lines, underground storage tanks, petroleum storage tanks or pumping stations.</p> | | | | | | | | | | | | | | | | |
| <p>1.19 <u>APPLICATION FOR SERVICE</u> Application for water service will only be accepted after the water main bacteria samples are shown to be negative following disinfection and the main is placed in-service by the District. No service installation will be scheduled until the water main is approved and turned on.</p> | | <p>P.V.C. pipe may be tied into an existing ductile iron main in a subdivision when the extension is over 450 linear feet of main, or when the pipe is installed around a cul-de-sac or a dead-end street with no possible extension of the street as approved by the District. Transition between D.I.P. and P.V.C. pipe shall be made with some type of ductile iron fitting.</p> <p>Beveled spigot ends must have a minimum bevel of 8 degrees to a maximum bevel of 15 degrees. The vertical face of the spigot end may not exceed 75% of pipe wall thickness and the horizontal length of the bevel shall not exceed 1.25 inches. Field beveled spigot end shall be made per manufacturers recommendation and as approved by the District. The degree of bevel shall be approved for the type of pipe being installed.</p> <p>P.V.C. Pipe Shipping, Handling & Storage - The front end of all pipe delivered by truck shall be covered for protection against exhaust fumes. P.V.C. pipe shall be protected from exposure to sunlight according to manufacturer's recommendations. Pipe will not be accepted for installation if discoloration is evident due to sunlight or other exposure. Pipe shall be stored in such a manner to prevent beaming the pipe.</p> | | | | | | | | | | | | | | | | |
| <p>N. KY. WATER DISTRICT</p> <p>SPECIFICATIONS</p> | | <table><thead><tr><th>REVISION</th><th>BY</th><th>DATE</th></tr></thead><tbody><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></tbody></table> | | REVISION | BY | DATE | | | | | | | | | | | | |
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| <p>DATE: 8/5/2014</p> | | | | | | | | | | | | | | | | | | |
| <p>STANDARD DRAWING NO: 100-B</p> | | | | | | | | | | | | | | | | | | |

| <p>C. <u>Molecularly-Oriented Polyvinyl Chloride Pressure Pipe (P.V.C.O.)</u> P.V.C.O. pipe shall conform to the latest edition of AWWA C909, must be NSF approved and manufactured in accordance with ASTM standards. All pipe shall be clearly marked as to class by the manufacturer. The outside diameter shall be equivalent to D.I.P. Pipe shall have gasket bell and type joints furnished complete with gaskets meeting the latest edition of ASTM D3139. Solvent weld joints are prohibited. P.V.C.O. pipe installation shall follow the P.V.C.-C-900 Standards - Part II -Materials, 2.01, Section C of these specifications.</p> <p>D. <u>Polyethylene Pipe</u> - Class 200, S.D.R. 9, 200 psi, ASTM D-2737, P.E. pipe shall conform to the latest edition of AWWA C901, must be NSF approved and manufactured in accordance with ASTM standards. All pipe shall be clearly marked as to class by the manufacturer. The outside diameter shall be equivalent to Copper Tubing Size (CTS). The P.E. pipe shall be homogeneous throughout and free of visible cracks, holes, kinks, foreign inclusions or other defects. It shall be uniform in color, opacity, density and other physical properties. Solvent weld joints are prohibited.</p> <p>P.E. pipe shall be permitted for use in residential subdivisions cul-de-sacs only as approved by the District. Pipe size shall be limited to 2". P.E. pipe shall not be installed in high pressure areas where the static system pressures exceeds 125 psi or other system conditions exist which increase pressures over 125 psi, as determined by the District. P.E. pipe cannot be used for cross country lines, along state highways, water crossings, or installed within 200 feet radius of oil or gasoline lines, underground storage tanks, petroleum storage tanks or pumping stations.</p> <p>P.E. pipe expands and contracts when exposed to temperature changes, allowances shall be made during installation. Normally P.E. pipe will "snake" itself in the trench enough to provide sufficient slack. An extra 6" per 100' of pipe per 45 F temperature change should be added to compensate for thermal conditions.</p> <p>E. <u>Tracing Wire</u> All water mains, including out-of-service stubs intended for future extension, shall be installed with copper tracing wire (P.V.C. coated) taped to the top of the pipe every 5'. Maximum tracing wire length shall be 500' without terminating in a curb stop box. Curb stop boxes shall not be located in the pavement areas. Splices in the tracing wire shall be kept to a minimum and approved by the District. If splices are required they shall be made with copper split bolt (Iscro #1K-8 or approved equal) and taped with electrical tape. Jumper wires must be run from the main tracing wire and secured to all water meter service lines.</p> <p>F. <u>Fittings</u> - All fittings and accessories shall be Ductile Iron, rated for a minimum of 200 psi working pressure or as specified herein. The fittings and accessories shall be new and unused. (NOTE: Certain areas of the Northern Kentucky Water District require materials used, to be of a higher working pressure than 200 psi.) All pipe fittings shall be mechanical joint fittings. Mechanical joints shall conform to AWWA C111. Bolts and nuts shall be high strength, corrosion resistant alloy, such as "Cor-Ten" or approved equal. Ductile Iron Compact Fittings shall conform to AWWA C153 and Full Body Fittings to AWWA C110. A bituminous seal coat shall be applied to the outside of the fitting. All ductile iron fittings shall be cement lined and seal coated in accordance to AWWA C104.</p> | | <p>203 Each tube shall be slipped over the length of pipe, centering to allow a one foot overlap on each adjacent pipe section. After the lap is made, slack in the tubing shall be taken up for a snug fit, and the overlay shall be secured with polyethylene tape. Pipe shall not be wrapped and stored on site for any period of time, but wrapped and immediately placed in the trench, fittings shall be wrapped prior to installing blocking or pads. (see Standard Drawing #104) Polyvinyl chloride pipe requires no wrap. Odd shaped appurtenances such as valves, tees, fittings, and other ferrous metal pipeline appurtenances shall be wrapped by using a flat sheet of polyethylene. Wrapping shall be done by placing the sheet under the appliances and bringing the edges together, folding twice, and taping down.</p> <p><u>VALVES</u> All valves shall open by turning counter-clockwise with the operation of a 2 inch square operating nut. All valves shall have openings through the body of the same circular area as that of the pipe to which they are attached. Valves shall have mechanical joint ends except Tapping Valves.</p> <p>A. <u>GATE VALVES</u> Valves 12 inches and smaller shall be resilient seated gate valves, non-rising stem with rubber "O" ring packing seals, rated at 250 psi working pressure and conform to the applicable portions of AWWA Standard C509, Latest Edition. High pressure gate valves shall be required when the pressure exceeds 200 psi. Valve bodies shall be ductile iron, glands shall be the same material as the valve. All external dome and packing bolts shall be stainless steel. The valves shall open by turning counter-clockwise. All valves shall have openings through the body of the same circular area as that of the pipe to which they are attached. Valves shall have mechanical joint ends unless otherwise shown on the plans or directed by the District. An extension stem shall be furnished if required, to bring the operating nut within 3-1/2 feet of finished grade. Extension stems shall be securely fastened to the valve stem. The Contractor shall make all valves tight under their working pressures after they have been placed and before the main is placed in operation.</p> <p>B. <u>TAPPING SLEEVE AND VALVES</u> - No tapping sleeves and valves unless approved by Northern Kentucky Water District. Tapping sleeves and valves shall be designed for a working pressure of 200 psi. The tapping sleeve together with the tapping valve shall be tested at 250 psi for visible leakage before the main is tapped. Tapping sleeve and valve used in high pressure areas shall be tested at 350 psi.</p> <p>1. Tapping Sleeves - Tapping sleeves shall be a two piece body with mechanical joint type ends, and be so designed as to assure uniform gasket pressure and permit centering of the sleeve on the pipe. Stainless steel type tapping sleeves with full gasket maybe considered, but will need to be approved by the District prior to installation.</p> <p>2. Tapping Valves - Tapping valves shall be resilient seated gate valves, rated at 200 psi (unless installed in high pressure service area) and conform to the applicable portions of AWWA Standard 509, latest edition except that the seat rings shall be oversized to permit entry of the tapping machine cutter. All external dome and packing bolts shall be stainless steel. Tapping valves shall be ductile iron body, non-rising stem with rubber "O" ring packing seals. Tapping valves shall have a flange on one end for bolting to the tapping sleeve and a mechanical joint type end connection on the slotted standard flange or other adapters for connection to the tapping machine.</p> <p>C. <u>BUTTERFLY VALVES</u> Valves 16 inches and larger shall be ductile iron body butterfly valves rated at 250 psi working pressure and conform to AWWA Standard C504, Latest Edition. District shall approve all butterfly valves before installation. The contractor shall be required to transport all butterfly valves to Water District's Warehouse for testing.</p> | | | | | | | | | | | | | | | | | | | | | | | | | |
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D. **VALVE STEM EXTENSIONS.** A valve stem extension shall be installed by the contractor to bring the operating nut within 2 1/2 to 3 1/2 ft. of final grade. Extension stems will be supplied by the Water District if the extension is justified. The contractor shall measure the needed length and provide a minimum of 48 hours notice for receipt of stem extension.

2.04 VALVE BOXES. All valves shall be provided with valve boxes. Valve boxes shall be of standard, adjustable, heavy duty cast iron extension type, two piece, 5 1/4 inch shaft, screw type, and of such length as necessary to extend from valve to finished grade. Tyler #562-S, Tyler #564-S or approved equal. Valve box cover shall be stamped "Water". Tops shall be set at final established grade. If valve boxes are not of sufficient height to bring the top of the box to final grade, a section of 6" ductile iron pipe for pavement areas and 6" PVC for non-pavement areas may be used to extend the valve box to final grade with prior approval from the District. The length of pipe shall permit the valve box to be adjusted up and down. All valves will be installed with a box-10k type valve box centering ring or approved equal.

2.05 FIRE HYDRANTS. All fire hydrants shall have auxiliary valves for isolating water flow to the hydrant. All fire hydrants and auxiliary valves shall be positively locked to the water main by restrained joints, hydrant adapters, or other approved method. Hydrants shall be designed to 200 psi working pressure and shall be shop tested to 300 psi hydrostatic pressure with the main valve both open and closed. High pressure fire hydrants will be required when pressures exceed 150 psi.

The barrel shall have a breakable safety section and/or base bolts just above the ground line. Hydrants shall have a main valve opening of 5 1/4 inches, a 6 inch mechanical joint inlet to be suitable for setting in a trench 3 6" deep minimum, and shall be the traffic style hydrant so that the main valve remains closed when the barrel is broken off. Hydrants shall have a dry top and shall be self draining, when the main valve is closed. Self draining hydrants shall drain to dry wells provided exclusively for that purpose. Hydrant drains shall not be connected to storm or sanitary sewers. Hydrants located generally in the Covington System and other areas determined by the District (flood zones) shall have all drain holes plugged prior to installation. Hydrants shall be rotatable in a minimum of eight (8) position in 360 degrees.

All hydrants shall have two (2) - two and one half (2 1/2) inch hose nozzles and one (1) steamer or pumper connection threaded to conform to Northern Ky. Water District's Standards: steamer nozzle shall be National Standard Thread and 2 1/2" outlets shall be Old Cincinnati Thread. The operating nut and the nuts of the nozzle caps shall be square in shape, measuring one (1) inch from side to side. Hydrant body shall be painted yellow for areas designed for 150 psi working pressure and red for areas in excess of 150 psi.

All hydrants shall be right hand open, clockwise, except in areas of Campbell County (Ft. Thomas, Alexandria, Cold Springs, Melbourne, Highland Heights, Wilder, Southgate & county areas) as determined by the District, and shall have a direction arrow of operation cast into the dome of the hydrant. Installation per Standard Drawing 109.

The following fire hydrants are approved for installation in the District's system: Mueller, Waterous, U.S. Pipe, M & H, Kennedy and American Darling.

2.06 PRESSURE REDUCING VALVES. Pressure reducing valves will be installed by the District in regular 2" and smaller meter settings when the static system pressure is at or above 125 psi for new and old services when deemed necessary by the District. Pressure reducing valves are only installed to protect the meter. The District will not be liable for any damage due to pressure conditions caused by or arising out of the failure or defective condition of such pressure regulator or for damage that may occur through the installation, maintenance, or use of such equipment.

2.07 AIR RELEASE VALVES AND/OR TAPS. Air release valves shall be installed in the high points of the water mains where hydrants are not installed and as required by the District and in accordance with Standard Drawing No. 106, 8" and smaller water mains, tap size and piping shall be 3/4", 12" water main-1", & 16" and larger water main-2". Temporary taps of suitable size may be required at certain points on the water main for the release of air for filling and/or flushing purposes. Temporary taps will be removed and plugged after use. The air relief vent of automatic air release valves, where practical, may be extended to a distance of at least 1 foot above the grade and installed with a screened, downward facing elbow. Manually operated air release valves shall include a camlock-type coupling and waste valve.

2.08 STEEL CASING PIPE. Casing pipe shall be steel pipe with a minimum yield strength of 35,000 psi with a minimum wall thickness as listed below:

| Nominal Diameter Casing Pipe | Normal Wall Thickness | Nominal Diameter Casing Pipe | Normal Wall Thickness |
|------------------------------------|--------------------------|------------------------------------|--------------------------|
| Under 14" | 0.251" | 26" | 0.438" |
| 14" & 16" | 0.282" | 28" & 30" | 0.469" |
| 18" | 0.313" | 32" | 0.501" |
| 20" | 0.344" | 34" & 36" | 0.532" |
| 22" | 0.375" | 38", 40", & 42" | 0.563" |
| 24" | 0.407" | 48" | 0.626" |

The inside diameter of the casing pipe shall be at least four (4) inches greater than the outside diameter of the carrier pipe joints. Steel casing sections shall be connected by welding, conforming to AWWA C206. All carrier pipe placed in steel casing pipe shall be minimum class 50 ductile iron pipe and conform to the latest edition of AWWA C151. Carrier pipe gaskets shall develop a wedging action between pairs of high-strength stainless steel elements spaced around the gasket (FIELD LOK, FASTGRP or approved equal gaskets). Adequate pipe spacers shall be installed to ensure that the carrier pipe is adequately supported in the center of the casing pipe throughout it's length, particularly at the ends to offset settling and possible electrical shorting. Manufactured pipe spacers shall be installed per manufacturer's installation requirements. There shall not be any metallic contact between the casing and carrier pipe. Casings shall have both ends sealed up in such a way as to prevent the entrance of foreign material. See Standard Drawing #114 for installation details.

PART III - INSTALLATION OF WATER MAINS AND APPURTENANCES.

3.01 GENERAL. Installation of water mains and appurtenances shall conform to the latest edition of AWWA Standard C600 for D.I.P., C605 for P.V.C. type pipe and C901 for P.E. Water main pipe and fittings shall be laid on a good level foundation with no gaps or humps under the pipe or fittings. Excavation shall be done by hand at joints to prevent the pipe and fittings from being supported by the mechanical joint or slip joint bell. Transition between D.I.P. and P.V.C. type pipe shall be made with some type of ductile iron fitting. Repairs to or section replacement of D.I.P. shall not be made using P.V.C. materials. Pipe shall be laid with the bell ends facing in the direction of laying.

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N. KY. WATER DISTRICT

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| <p>The interior of the pipe shall be thoroughly cleaned of foreign matter before being lowered into the trench and shall be kept clean during laying operations. ALL OPEN ENDS ARE TO BE CLOSED WITH CAPS OR PLUGS AT ALL TIMES WHEN PIPE LAYING OPERATIONS ARE NOT IN OPERATION AND AT THE END OF THE DAY. All caps or plugs shall be properly installed and blocked in advance of filling, flushing, and testing mains. All securing and blocking shall be inspected by the District prior to back filling of ditch.</p> <p>If the existing water main material being tapped or connected to is asbestos concrete, then during the process of tapping the asbestos concrete water main, the contractor shall conform to OSHA regulations governing the handling of hazardous waste. Pieces of asbestos concrete resulting from the tap shall be doubled bagged, placed in a rigid container and disposed of in an approved landfill.</p> | | <p>3.05 <u>TRENCH EXCAVATION</u></p> <p>A. <u>TRENCH WIDTH</u> Widths of trenches shall be held to a minimum to accommodate the pipe and appurtenances. The trench width shall be measured at the top of the pipe barrel and shall conform to the following limits:</p> <p><u>Earth</u></p> <p>Minimum - outside diameter of the pipe barrel plus 8 inches, 4 inches each side of pipe.</p> <p>Maximum - nominal pipe diameter plus 24 inches.</p> <p><u>Rock</u></p> <p>Minimum - 24" or less, nominal pipe size: outside diameter of pipe barrel plus 12 inches, @ 6 inches each side.</p> <p>Minimum - Larger than 24", nominal pipe size: outside diameter of pipe barrel plus 18 inches, @ 9 inches each side.</p> <p>Maximum - nominal pipe diameter plus 24 inches.</p> | | <p>3.06 <u>B. BUTTERFLY VALVES</u></p> <p>Trench width shall be over excavated 24" on the side that the operating mechanism is located on the butterfly valve when the surrounding area cannot be hand dug.</p> <p><u>BOTTOM PREPARATION</u> The Contractor shall use excavation equipment that produces an even foundation. For the entire length of the trench, a compacted 3" layer of sand, shall be installed below the pipe. Bell holes and depressions for joints, valves, and fittings shall be dug after the trench bedding has been graded in order that the pipe rest upon the prepared bedding for as nearly its full length as practicable. Bell holes and depressions shall be only of such length, depth, and width as required for properly making the particular type of joint.</p> | | <p>3.07 <u>UNSTABLE SUB-GRADE MATERIAL</u> When the sub-grade is found to include non-approved backfill material (rock, refuse, organic material, etc.), such material shall be removed to a minimum of six (6) inches below the bottom of the pipe and backfilled with sand, backrun or granular material and thoroughly compacted.</p> <p>3.08 <u>UNSTABLE SUB-GRADE</u> If the material forming the trench bottom is not suitable for a good foundation, a further depth shall be excavated and backfilled with an approved backfill material and thoroughly compacted or a foundation shall be constructed using piling, treated timbers, concrete, or other materials as directed and approved by the District.</p> | | <p>3.09 <u>PIPE LAYING</u> Pipe shall be laid with bell ends facing in the direction of laying. After placing a length of pipe in the trench, the spigot end shall be centered in the bell and the pipe forced home. All pipe shall be laid with ends abutting and true to line and grade. Deflection of pipe joints in excess of the manufacturer's recommendations shall not be permitted. Caps or plugs shall be installed to prevent the entrance of foreign material whenever pipe laying operations are not in progress.</p> <p>3.10 <u>PIPE CUTTING</u> Cutting of pipe for installing valves, fittings, or hydrants shall be done in a neat and workmanlike manner without damage to the pipe or lining. The end shall be smooth and at right angles to the axis of the pipe. Flame cutting of metal pipe by means of an oxyacetylene torch shall not be permitted.</p> | | <p>3.04 <u>TRENCHING, GRADE, AND COVER</u> Typically no trenching or laying of pipe or fittings shall be done until pavement (curbs) has been installed. In cases where water main installation is required under new pavement (side streets) main may be installed from trench stakes. When main installation is done prior to the pavement completion, test holes may be required by the District if valve depth, service taps or other evidence indicates that the minimum or maximum cover requirements are not met or that the main is in the wrong location. The contractor will be responsible for digging test holes at intervals required by the District to verify depth and location.</p> <p>All trenching, grade, and cover work shall conform to the lines and grades established, and shall be done according to the drawings and specifications, subject to such modifications as the District may determine to be necessary during the execution of the work. Trenches for water lines shall be of a depth that will provide a minimum cover over the top of pipe of three (3) feet and a maximum of four (4) feet from the final finished grade. Cover over four feet in depth will not be allowed unless approved by the District to avoid interference with other utilities. Kentucky Dept. of Transportation requires a minimum of 42' of cover for water mains along state highways.</p> | | <p>3.03 <u>HANDLING</u> Pipe, fittings, valves, hydrants, and accessories shall be loaded and unloaded by lifting with hoists or skidding so as to avoid shock or damage. Pipe hooks that extend inside the ends of the pipe shall not be used for handling the pipe since they could damage the lining. Under no circumstances shall such materials be dropped. Pipe handled on skid ways shall not be skidded or rolled against other pipe. All bolts shall be tightened with proper wrenches and must have equal tension. The interior of all pipe, fittings and other accessories shall be kept free from dirt and foreign material at all times. When handling P.V.C., P.V.C.O. & P.E. pipe care should be taken to avoid abrasion damage, gouging of the pipe, rocks, and any stressing of the bell joints or damage of the bevel ends.</p> | | <p>3.02 <u>CONTRACTORS RESPONSIBILITY</u> All work performed on any water mains and/or appurtenances that are owned or anticipated to be owned by the District shall be completed under the direction of the District adhering to an acceptable plan approved by the District. A minimum 24 hours notice shall be given to the District by the contractor prior to the start of water main work. One set of District approved plans shall be on the job site during construction. Water main construction will not be permitted to start until all proposals are received. There shall be no deviation from the approved plans without written approval from the District.</p> <p>A. If the interruption of service to any customer of the District is necessary, the Contractor shall make arrangements to provide such shutdown and notify District customers at the direction of the District Inspector. All private residents shall be notified no less than 48 hours and all businesses commercial and industrial customers shall be notified no less than 1 week prior to the interruption of service. All shutdowns shall be coordinated with the effected residents, with priority given to any special needs customers such as hospitals, schools, and customers with medical needs.</p> <p>B. Contractor shall be responsible for relieving any water main pressure (whether air or water) before removing any cap, plug, fire hydrant, valve, etc.</p> | |
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| 3.11 | <p>PUSH-ON JOINTS. The surfaces with which the rubber gasket comes in contact shall be thoroughly cleaned just prior to assembly. The gasket shall then be inserted into the groove in the bell. Before starting joint assembly, a liberal coating of special lubricant, per manufacturers recommendation, shall be applied to the spigot end. (Special lubricant shall be suitable for use in potable water) With the spigot end centered in the bell, the spigot is pushed home per manufacturers recommendations. Insertion of spigot into P.V.C. type pipe bell should be inserted until the reference mark is flush with the end of the bell. Over insertion of the pipe is not recommended per the manufacturer. Pipe joint materials which prevent permeation by petroleum products shall be used within 200 foot radius of oil or gasoline lines, underground storage tanks, petroleum storage tanks or pumping stations.</p> | 3.17 | <p>THRUST BLOCKING All bends over five (5) degrees shall be securely blocked against movement with concrete thrust blocks placed against undisturbed earth in accordance with Standard Drawing No. 104 & 104-A. Thrust blocks shall be approved by the District prior to backfilling. Water mains shall have concrete thrust block at all pipe intersections and changes of direction to resist forces acting on the pipeline. All concrete thrust blocks shall be poured in such a manner that the bolts can be replaced without disturbing the blocking. All caps or plugs used in mains to undergo hydrostatic test shall be properly installed and blocked in advance of testing mains. All caps or plug installations shall be approved by the District representative before the main is subjected to the pressure test. The District may permit the use of restrained type glands, gaskets, 3/4" welded eye bolts @ a 90 degree bend & 3/4" threaded rods or other means as prior approved by the District for temporary restraint only. Permanent concrete thrust restraint shall be provided with any temporary restraint. <u>Duc-Lucs are prohibited for use.</u></p> |
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| 3.12 | <p>MECHANICAL JOINTS. Mechanical joints for D.I.P. and P.V.C. type pipe require that the spigot be carefully located in the bell. The surfaces with which the rubber gasket comes in contact shall be thoroughly cleaned just prior to assembly. These clean surfaces shall be brushed with a special lubricant just prior to slipping the gasket over the spigot end and into the bell. (Special lubricant shall be suitable for use in potable water) The lubricant shall also be brushed on each gasket prior to installation to remove the loose dirt and lubricate the gasket as it is force into its retaining space. P.V.C. type pipe spigot ends shall be field cut smooth and at right angles to the axis of the pipe for installation in mechanical joint fittings. Care shall be taken to ensure that the P.V.C. plain end is <u>completely</u> home into the mechanical joint fitting.</p> | 3.18 | <p>TRENCH BACKFILL TO 12" OVER PIPE BARREL. All trench excavations shall be backfilled immediately after pipe is laid with the exception of thrust blocks. Compacted sand material shall be used to backfill the trench from the bottom of the pipe barrel to the 12" over the pipe barrel. Backfill material shall be free from cinders, refuse, organic material, boulders, top soil, frozen material, material with a high void content, rocks 1 1/2" or larger measured in any direction, sharp stones and crushed rocks larger than 3/4", or other materials which in the opinion of the District is unsuitable. No flushing of backfill shall be permitted to achieve compaction.</p> |
| 3.13 | <p>RESTRAINED JOINTS. Restrained joint-type pipe and fittings shall only be used as approval by the District. Retaining glands, field lock gaskets, or retaining flanges maybe used as temporary blocking but shall not be considered as providing a permanent restrained joint or as an alternate for permanent concrete blocking. The use of these type of restraining joints need to be approved by the District prior to installation.</p> | 3.19 | <p>REMAINING TRENCH BACKFILL IN NON-PAVEMENT AREAS. From 12" above the pipe barrel to the surface, excavated trench material may be used as backfill material or as required by local or county authorities. No material shall be used for backfill that contains frozen earth, vegetable or organic material, debris, rocks 8" or larger measured in any direction, or earth with an exceptionally high void content. Compaction of remaining trench backfill shall be as required by local or county authorities.</p> |
| 3.14 | <p>SETTING VALVES. Valves shall be set on a firm solid concrete block foundation so that no load will be transferred to the connecting pipe. Valves in water mains shall, where possible, be located on the side property lines extended, unless otherwise shown on the plans. A valve box shall be provided for every valve. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the operating nut of the valve. The box cover shall be set flush with the surface of the finished pavement unless otherwise shown. All valves boxes with the exception of isolating valves for fire hydrants that are located in non-paved areas shall have a minimum 2 by 2 by 4" concrete pad as shown in Standard Drawing No. 105, unless a smaller pad is approved by the District.</p> | 3.20 | <p>REMAINING TRENCH BACKFILL IN EXISTING PUBLIC ROADWAYS. Roadway opening permits shall be obtained from the local City, County or Ky. State Dept. of Highways if applicable. The minimum requirements for backfill beneath all existing public roadways from 12" above the pipe barrel to sub-grade shall be flowable fill unless City, County, or State have additional requirements. The flowable fill shall comply with the latest edition of the Kentucky Transportation Cabinet/ Department of Highways' Standard Specifications for Road and Bridge Construction. The remaining trench backfill to final grade shall match the existing pavement/surface conditions.</p> |
| 3.15 | <p>SETTING FIRE HYDRANTS. Hydrants shall be located as shown on the plans or as directed by the District. The location shall provide complete accessibility and minimize the possibility of damage from vehicles or injury to pedestrians. All hydrants shall stand plumb with the pumpier nozzle facing the curb. Hydrant shall be set to the established grade, with the traffic flange within 4" above final grade in accordance to Standard Drawing No. 109. Each hydrant shall be controlled by an independent gate valve with valve box. All valves used for hydrant control shall be anchored to the branch tee. Fire hydrant barrel extension shall be limited to a one piece assembly only, stacking two or more extensions is prohibited. Maximum fire hydrant barrel extension is 2 feet.</p> | 3.21 | <p>DISINFECTION Water Mains designed to carry water for domestic consumption shall be thoroughly cleaned, flushed, and disinfected before being put in service and before acceptance by the District. Disinfection shall be done by the addition of suitable amounts of chlorine or liquid sodium hypochlorite in such amounts to produce a concentration of at least fifty (50) ppm and a residual of at least twenty five (25) ppm at the end of 24 hours and followed by thorough flushing. The application shall be as approved by the District and in accordance with AWWA C651 and applicable Ky. Division of Water requirements. The contractor shall be responsible for de-chlorination of the disinfection water. All non-disinfected fittings used for tie-ins or repairs shall be cleaned and swabbed with a hypochlorite disinfecting solution prior to installation. New water distribution lines shall not be placed into service until bacteriological samples taken at the points specified in 401 KAR 8:150 Section 4 (2) are examined and are shown to be negative following disinfection. Disposal of chlorinated water will be in accordance with 401 KAR55:031. Coliform samples must be taken at connection points to existing mains, 1 mile intervals along new mains, and at all dead ends.</p> |
| 3.16 | <p>CROSS-COUNTRY WATER MAINS. All cross-county water mains shall be installed with a tracing wire as described in Part II, Section 2.01 - F - Tracing Wire.</p> | | |
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A. TABLET METHOD Calcium hypochlorite tablets shall be installed in each length of pipe to insure a sufficient dosage of 50 ppm based on the following table:

| Pipe Diameter | Tablets per Length |
|---------------|------------------------|
| 6" | 2 ea. -5-gram tablets |
| 8" | 4 ea. -5-gram tablets |
| 10" | 6 ea. -5-gram tablets |
| 12" | 8 ea. -5-gram tablets |
| 16" | 14 ea. -5-gram tablets |

The tablets shall be attached by a food-grade adhesive such as Permatex No. 2 or Permatex Clear RTV Silicone Adhesive Sealant. Tablets shall be attached inside and at the top of the main with approximately equal numbers of tablets at each end of the pipe. Tablets must be water soluble.

B. LIQUID CHLORINE METHOD Disinfection may be done by the addition of suitable amounts of chlorine in the form of liquid sodium hypochlorite as per AWWA B300 to obtain the results as the previous method described. Note: Permission for this method of disinfection shall be obtained by the District prior to construction.

3.22 PRESSURE TESTING Pressure Testing must be in accordance with AWWA Standards C600. The water main being tested shall have all air expelled by additional flushing or the installation of taps on high points in the line. The pressure of the water main shall be gradually increased to obtain a minimum pressure of 100 psi over the design pressure (250 psi minimum) at the lowest elevation point of the water main or as directed by the District. The test will be for a two (2) hour duration and will not vary by more than 5 psi. All tests performed for each test section shall be witnessed and approved by a representative of the District, in the event any test is performed without a representative of the District, the Contractor shall be required to test the section again. Leakage is defined as the amount of water used to maintain the test pressure.

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| APPROVED: |  | |
| DATE: | 8/5/2014 | |
| STANDARD DRAWING NO: | 100-G | |

PART 1 - GENERAL

1.01 **INTRODUCTION** Unless modified, deleted, replaced, or otherwise changed, the latest published addition of the following documents shall be the accepted standard for materials and/or procedures for the construction of water mains and appurtenances:

- A. Northern Kentucky Water District's Standard Drawings
- B. Natural Resources & Environmental Protection Cabinet, Division of Water
- C. Kentucky Public Service Commission Regulations
- D. American Water Works Association's Standards (AWWA)
- E. Recommended Standards for Water Works

If a conflict exists between referenced sources, the more restrictive requirements shall prevail. The District shall provide interpretation as requested.

1.02 **DESCRIPTION** In general the following specifications are minimum requirement for water main design and installation. New design ideas and concepts are welcomed by the District, but subject to District's approval. Construction may be dictated by location, soil conditions, ground water, topography, etc. Additional provisions may be required by the District.

1.03 **DESIGN GUIDELINES** Plans are approved subject to the conditions of compliance with all applicable laws, rules, regulations and standards. Deviation from applicable laws, rules, regulations and standards will only be considered with appropriate justification submitted to the District's Engineering Dept. The proposed project may be constructed only in accordance with the approved plans. Plans submitted to the District for approval shall be on a 1" = 50' scale and plan sheets no larger than 24" X 36". It is strongly recommended that the design engineer meet with the Water District prior to plan submittals for review of overall project. Extensions from and connections to the public water system will be approved by the District where proper pressures and flows permit, provided there is a sufficient water supply developed and available for domestic use and fire protection to take on new or additional extension or service without detriment to those already served. The District will run a hydraulic analysis for every new line water main extension to ensure adequate water, as defined by the Ky. Public Service Commission, is available.

If any phasing is to be allowed after the District has approved a set of drawings, the Developer shall provide to the District a set of the approved drawings with the proposed phasing hand drawn. The drawing shall indicate any proposed additional appurtenances to the system per Standard 101. This redline shall provide dimensions of the proposed phased water main extension. Upon approval of the phasing by the District, and after construction of the system, the District's Inspector shall confirm the work was completed in accordance with the approved changes.

Water lines must be sized to meet the demands anticipated for the total development being designed. The design engineer and/or developer are responsible for properly sizing water mains to meet required demands of the development. Public water mains shall be installed in a public right of way with the exception of cross-country lines installed to eliminate dead ends and water mains installed on private property which are going to be maintained by the Water District. To allow for the future extension of the water system in an orderly manner, the water system shall be constructed to the developer's property limits which about a proposed or existing public right-of-way or has a potential for future development and the termination shall be as described in the Standard Drawings and Specifications of the Water District or by connection to an existing main.

All improvement plans shall consist of street layout, lot or building layout and number, water main and appurtenance locations, and location of other utilities that may be in conflict. The Developer's Design Engineer is responsible to maintain an unobstructed area for the placement of the water main and appurtenances and allow no conflict with other utilities other than crossing of laterals. Utility laterals shall maintain a minimum of 6' outside diameter to outside diameter clearance except for storm and/or sanitary laterals, 18" clearance below the water main.

The four-(4) foot area over the water main, (3' from curbside) shall be a non-paved, strip, totally unobstructed with the exception of:

- a) removable, post type mail boxes;
 - b) utility laterals (gas, electric, telephone, and cable television) maintaining a minimum of 6 inch outside diameter to outside diameter clearance;
 - c) no more than 30' of continuous pavement used as driveways or parking pads;
 - d) street and sidewalk crossings;
 - e) sidewalks (may not be over main, but could encroach on this four-(4) foot area on street radius curves, and cul-de-sacs);
- The ten-(10) foot area over the water main, centered (5' either side) shall be totally unobstructed with the exception of:
- a) items listed above;
 - b) streets, curbs, and gutters;
 - c) sidewalk pavement;
 - d) storm drainage appurtenances

Additional requirements may be required for subdivision plans submittals that create double frontage lots (a lot other than a corner lot that has frontage on more than one public street) along public streets which currently do not have public water. The developer may be responsible for extending the water main along both sides of the double frontage lots if the property would benefit from the extension. If there is a future potential that a water main extension may be made by District's Extension Policy along the existing public street would be beneficial, as determined by the District, an agreement would need to be signed between the developer and the District.

Upon the request of the Developer, the District shall provide the Developer with a letter accepting the water main installation and the start of the one year maintenance period.


1.04

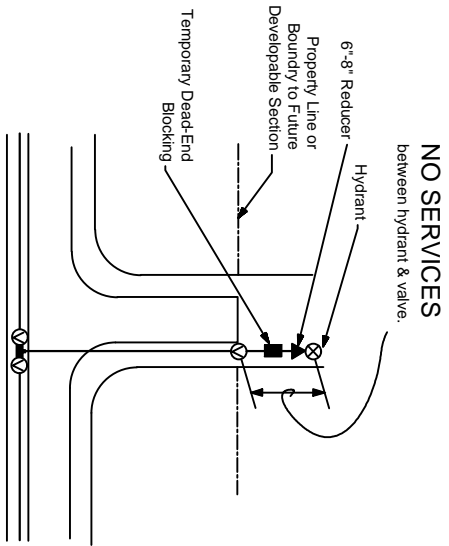
PLAN SUBMITTALS

All plans submitted must be dated and bear the stamp and signature of a Professional Engineer licensed in the State of Kentucky. Improvement plans shall be submitted in duplicate for preliminary review by the District. One copy of the improvement plan will be returned to the Engineer for corrections to meet District's Standards. The Engineer will need to revise and resubmit six (6) sets of plans. Also at this time a set of plans in digital format showing curb lines, a north arrow on a 1" = 50' scale will also be submitted for the Districts GIS system. The District will not approve any project until these digital format plans have been received. Distribution of approved plans will be made by the District as follows: Three (3) copies retained by the District; one (1) copy to NKAPC; and two (2) copies returned to the Design Engineer when approval is granted and the District's Subdivision Agreement is signed and returned to the District by the Developer. Submittal to the Kentucky Division of Water will only be required under the following conditions:

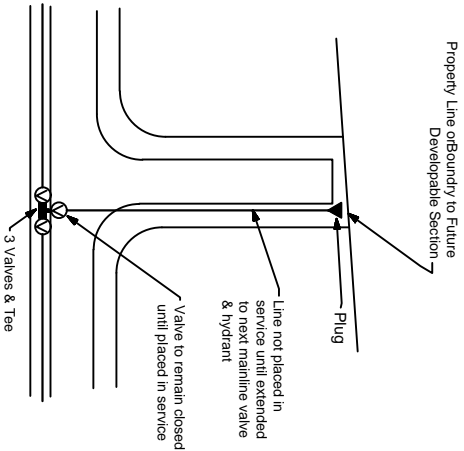
- a) the project length is in excess of 10,000 linear feet
- b) a variance from these specifications is required and approved by the District.

If DOW approval is required an additional three (3) sets of plans must be submitted to the District along with a check made out to the Kentucky State Treasurer in the amount of \$150 for projects less than 10,000 linear feet and \$325 for projects longer than 10,000 by the Developer.

| REVISION | | BY | DATE |
|--|--|----|------|
| | | | |
| | | | |
| | | | |
| N. KY. WATER DISTRICT | | | |
| SPECIFICATIONS | | | |
| DRAWN BY: SAR | | | |
| APPROVED:  | | | |
| DATE: 8/5/2014 | | | |
| STANDARD DRAWING NO. 100 | | | |

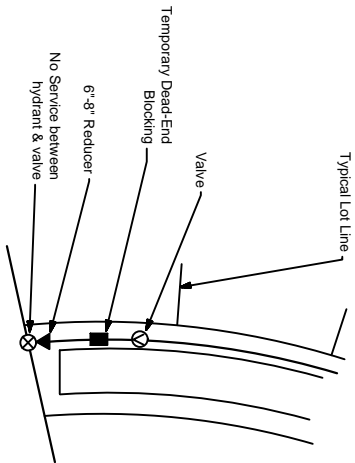


FUTURE SIDE STREET WITH SERVICE ON BRANCH LINE

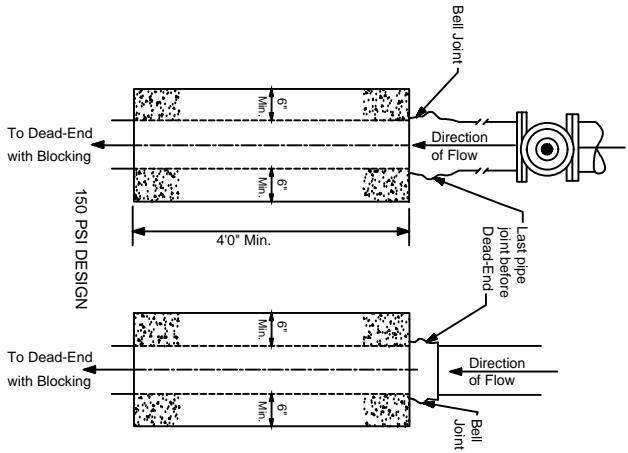
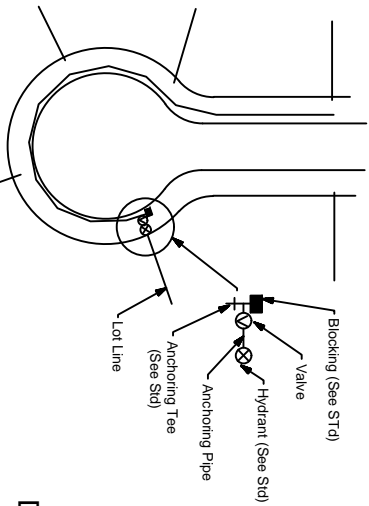


FUTURE SIDE STREET WITHOUT SERVICES ON BRANCH LINE

Water Mains under paved surface shall not exceed maximum 30 in. Ft., this does not apply to street intersections.



DEAD-END STREET WITH PROPOSED FUTURE EXTENSION



DETAIL FOR TEMPORARY DEAD-END BLOCKING

Blocking shall be Class "A" Concrete or Flowable Fill as approved by the District.
NOTE: Blocking shall be inspected by the District prior to backfilling.

| REVISION | | BY | DATE |
|--------------------------|--|-----|---------|
| 1. | the 30' under rymt. not for intersect. | MPS | 1/15/93 |
| | Detail temp. dead-end blocking | MPS | 9/22/93 |
| N. KY. WATER DISTRICT | | | |
| WATER MAINS TERMINATIONS | | | |
| DRAWN BY: SAR | | | |
| APPROVED: <i>RH</i> | | | |
| DATE: 8/5/2014 | | | |
| STANDARD DRAWING NO. 101 | | | |



- ① Mechanical Joint Anchoring Tee-Clow No. F-1217 or equal as approved.
- ② Mechanical Joint Gate Valve
- ③ Mechanical Joint Anchoring Pipe Clow No. F-1216 or Approved equal Length as required.



Sidewalk

REVISION

1.1

N. KY. WATER DISTRICT

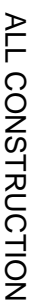
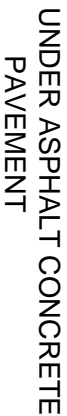
WATER MAINS TERMINATIONS

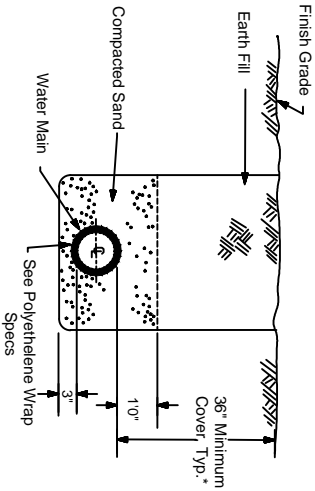
SAR

27

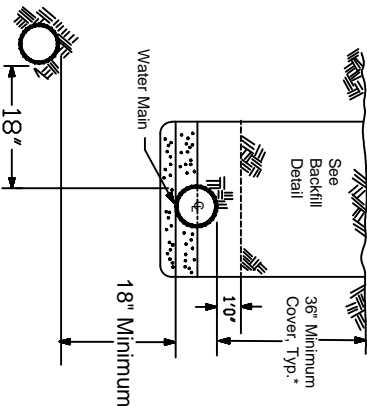
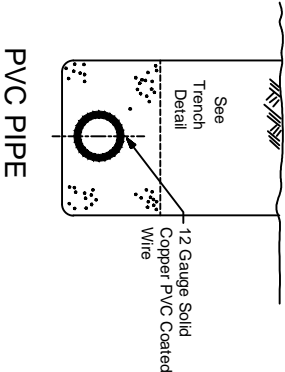
DRAWING

11

103A

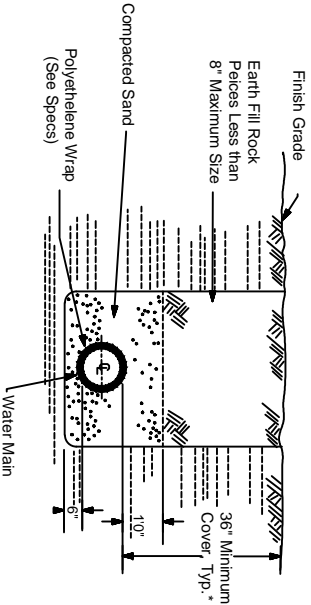


EARTH CUTS
TRENCH DETAIL

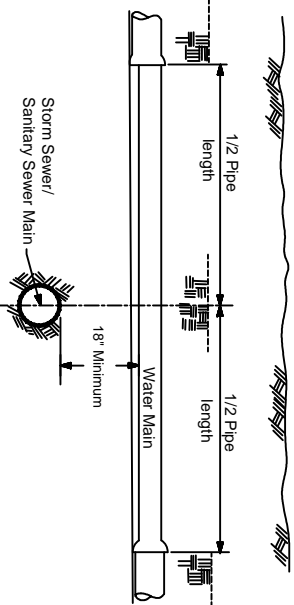


Water Main must be located a minimum of 10 feet lateral distance from any existing or future sewer lines or manholes, or as shown in the above alternate.

WATER MAIN PARALLELING
SEWER MAIN



ROCK CUTS
& UNSTABLE SUBGRADE
TRENCH DETAIL



WATER MAIN CROSSING SEWER

ALTERNATE TO BE USED ONLY ON APPROVAL
BY THE DISTRICT

TRENCH DETAIL

SUBDIVISION CONSTRUCTION

* Unless Otherwise Noted

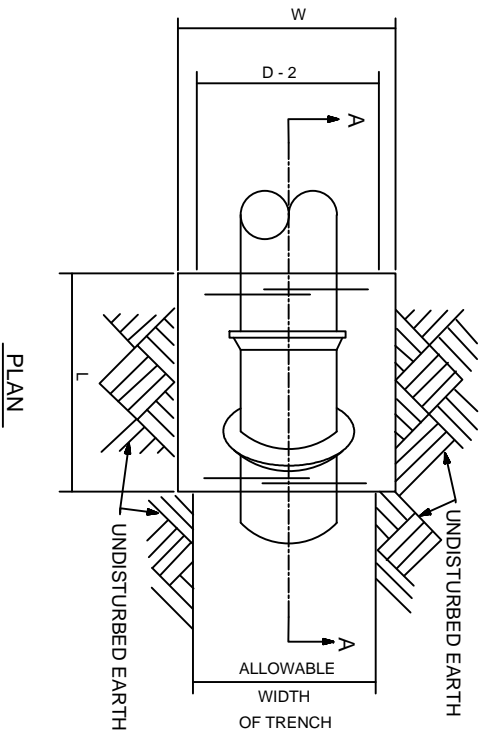
| REVISION | BY | DATE |
|--------------------------|-----|---------|
| 1 8" Max. Rock size | MPS | 1/15/93 |
| | | |
| | | |
| | | |
| N. KY. WATER DISTRICT | | |
| TYPICAL PIPELINE TRENCH | | |
| DETAIL | | |
| DRAWN BY: SAR | | |
| APPROVED: RA | | |
| DATE: 8/5/2014 | | |
| STANDARD DRAWING NO: 103 | | |

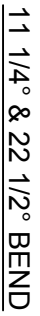


CONCRETE BACKING FOR VERTICAL BENDS

1. BACKING DESIGNED FOR 3000 POUNDS PER SQUARE FOOT SOIL BEARING AND 150 POUNDS PER SQUARE INCH INTERNAL PRESSURE.
 2. PROVIDE MINIMUM CONCRETE REINFORCEMENT OF 2 PAIR OF TWO 5" "U" BARS @ 12" C.
 3. CENTER BACKING ON BEND.
- BLOCKING FOR SIZES NOT SHOWN SHALL USE THE NEXT LARGER SIZE.

NOTE: VOLUMES GIVEN IN CUBIC FEET





NOTES

- 1 D/P Fittings shall be per specifications.
- 2 Concrete to be 3500 psi.
- 3 All fittings to be Mechanical Joint.
- 4 Thrust blocks to be placed against undisturbed earth - use additional concrete as required for over excavation.
- 5 Blocking to be placed in a manner so that bolts can be removed without disturbing the block.

150 PSI/250 PSI

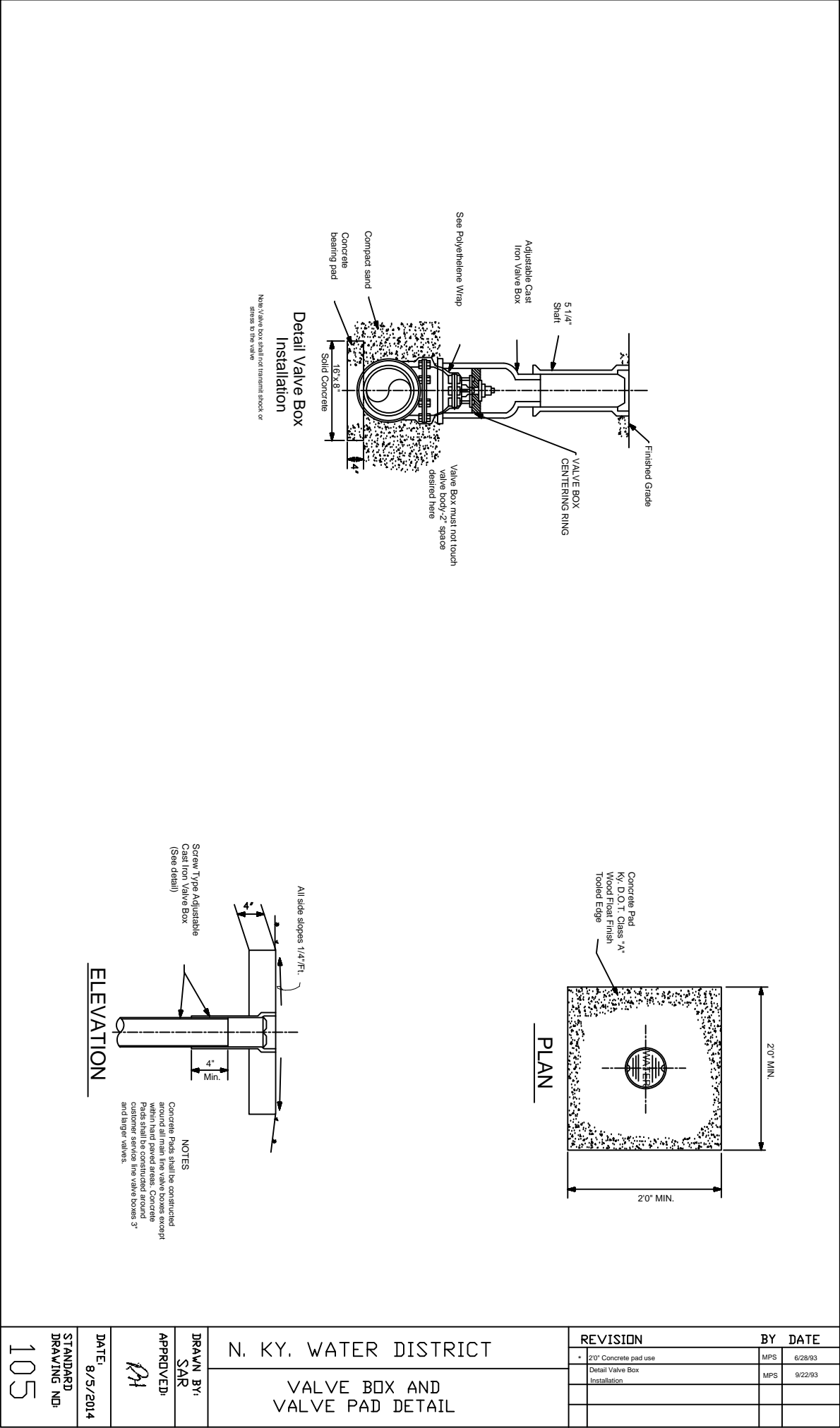
N. KY. WATER DISTRICT
CONCRETE THRUST BLOCK
DETAIL

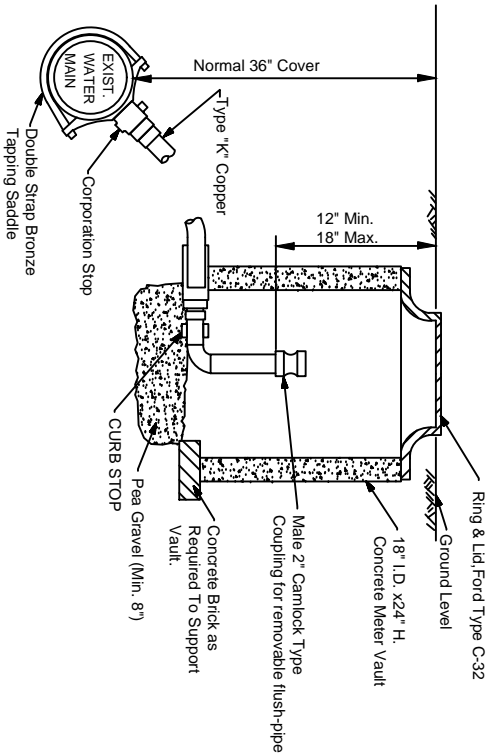
APPROVED:

DATE: 04/25/2001

STANDARD DRAWING NO.

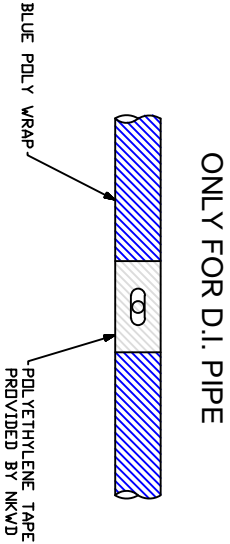
104



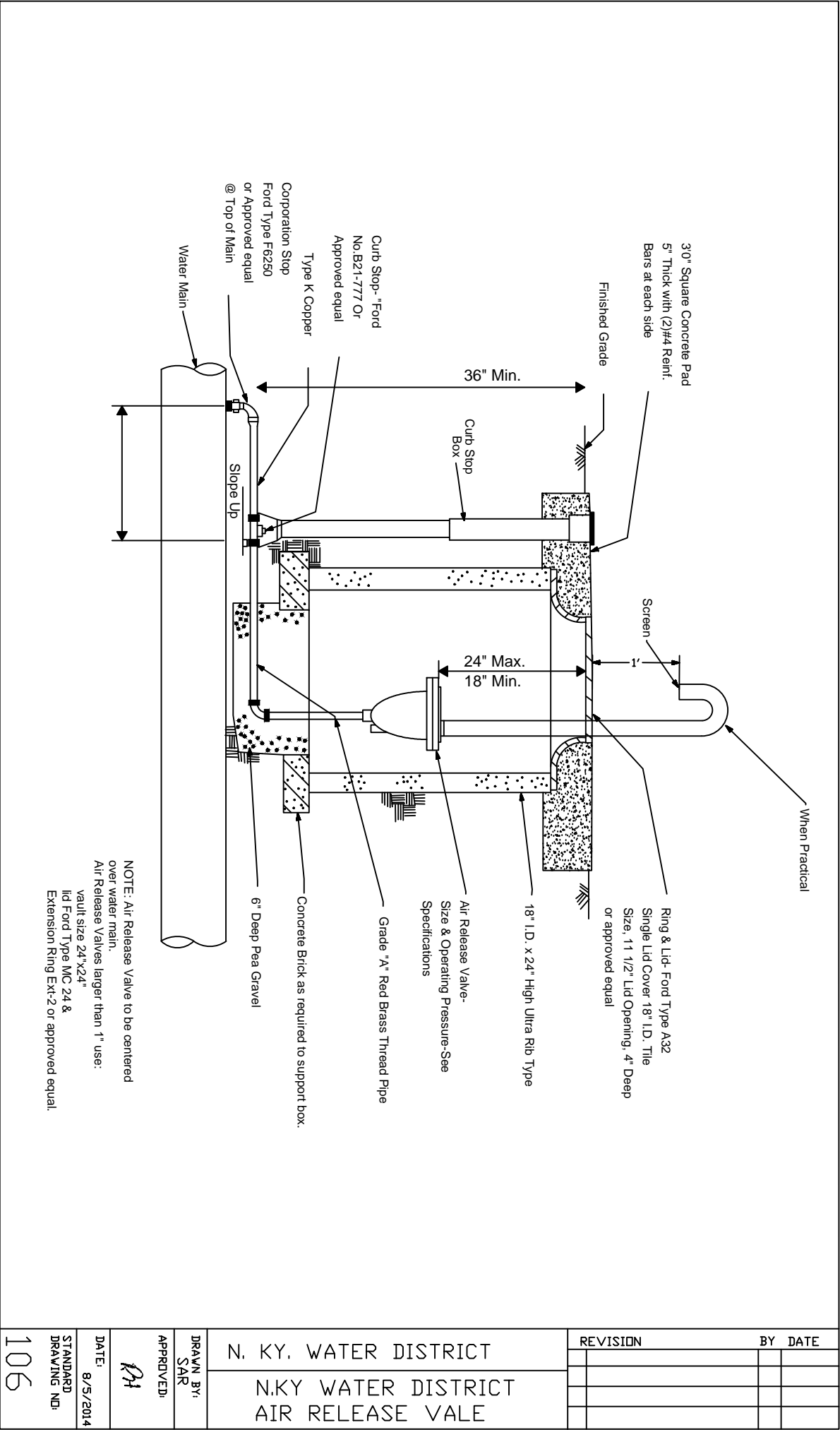


TYPICAL MANUAL AIR RELEASE VALVE
INSTALLATION

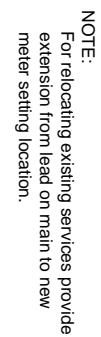
N.T.S.



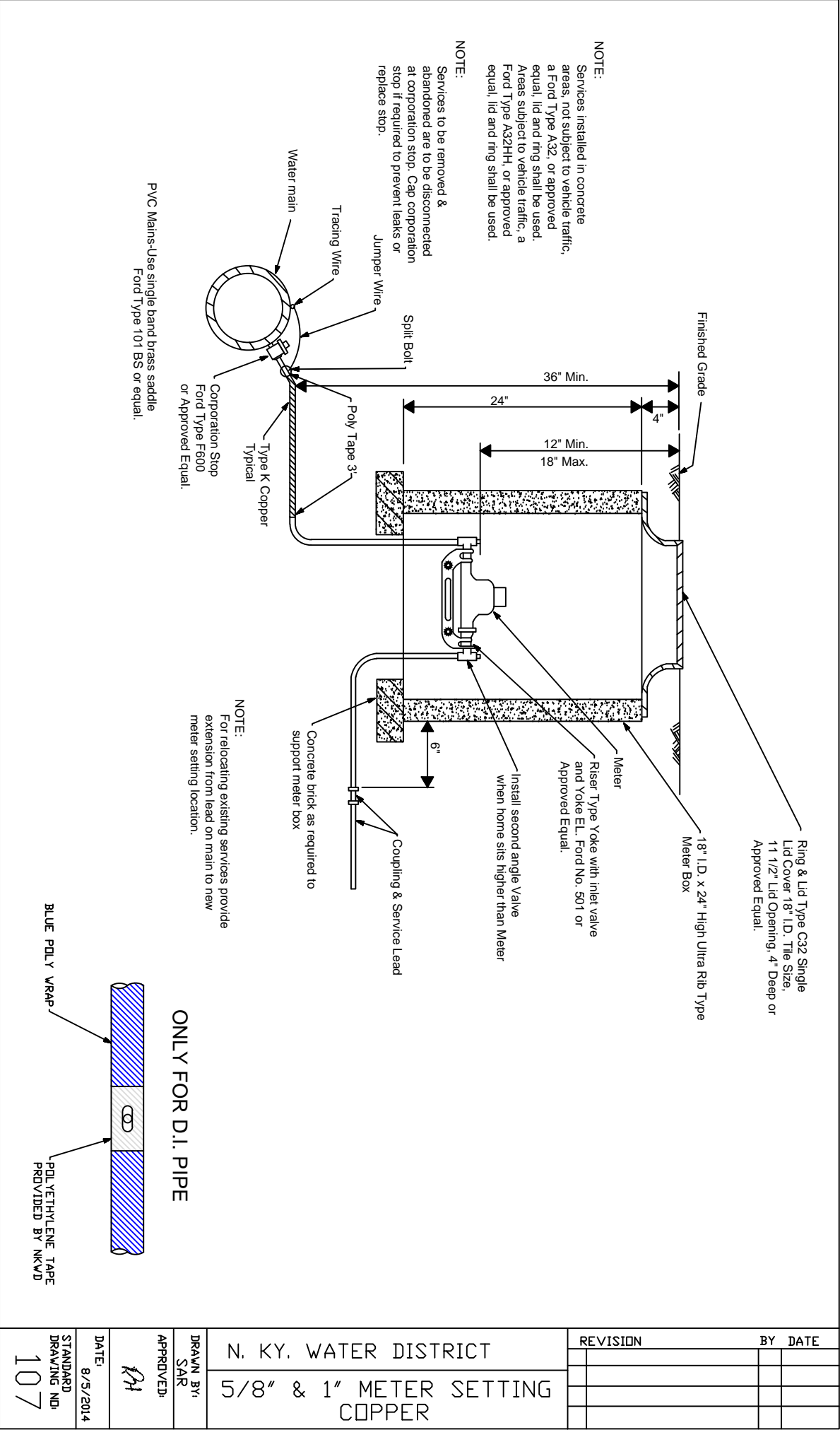
| REVISION | | BY | DATE |
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| | | | |
| N. KY. WATER DISTRICT | | | |
| TYPICAL MANUAL AIR RELEASE VALVE INSTALLATION | | | |
| DRAWN BY: SAR | | | |
| APPROVED: <i>[Signature]</i> | | | |
| DATE: 8/5/2014 | | | |
| STANDARD DRAWING NO. 106A | | | |



| REVISION | | BY | DATE |
|---------------------------------|--|---------------------|------|
| | | | |
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| | | | |
| N. KY. WATER DISTRICT | | N.KY WATER DISTRICT | |
| | | AIR RELEASE VALE | |
| DRAWN BY: SAR | | | |
| APPROVED: <i>[Signature]</i> | | | |
| DATE: 8/5/2014 | | | |
| STANDARD DRAWING NO: | | | |
| 106 | | | |

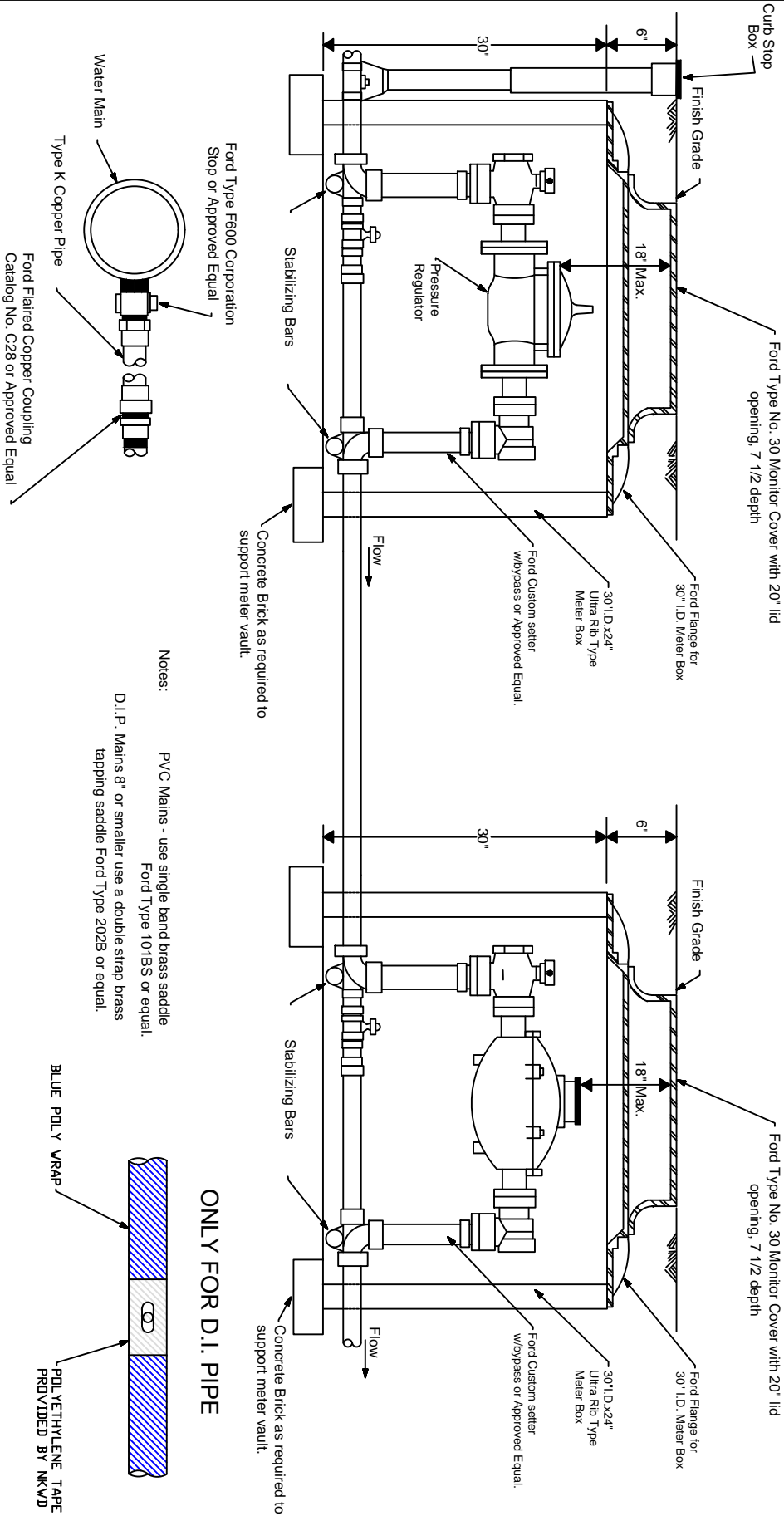


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|---|----------------------|------------------|---|----------|--|----|--|------|--|
| DATE: 8/5/2014 STANDARD DRAWING NO. 107-A | APPROVED: RSH | DRAWN BY: SAR | N. KY. WATER DISTRICT | REVISION | | BY | | DATE | |
| | | | 5/8" & 1" METER SETTING PEX-A SERVICE LINE | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |



Note: Services to be removed & abandoned are to be disconnected at corporation stop. Cap leaks or replace stop.
For relocating existing services provide extension from lead on main to new meter setting location.

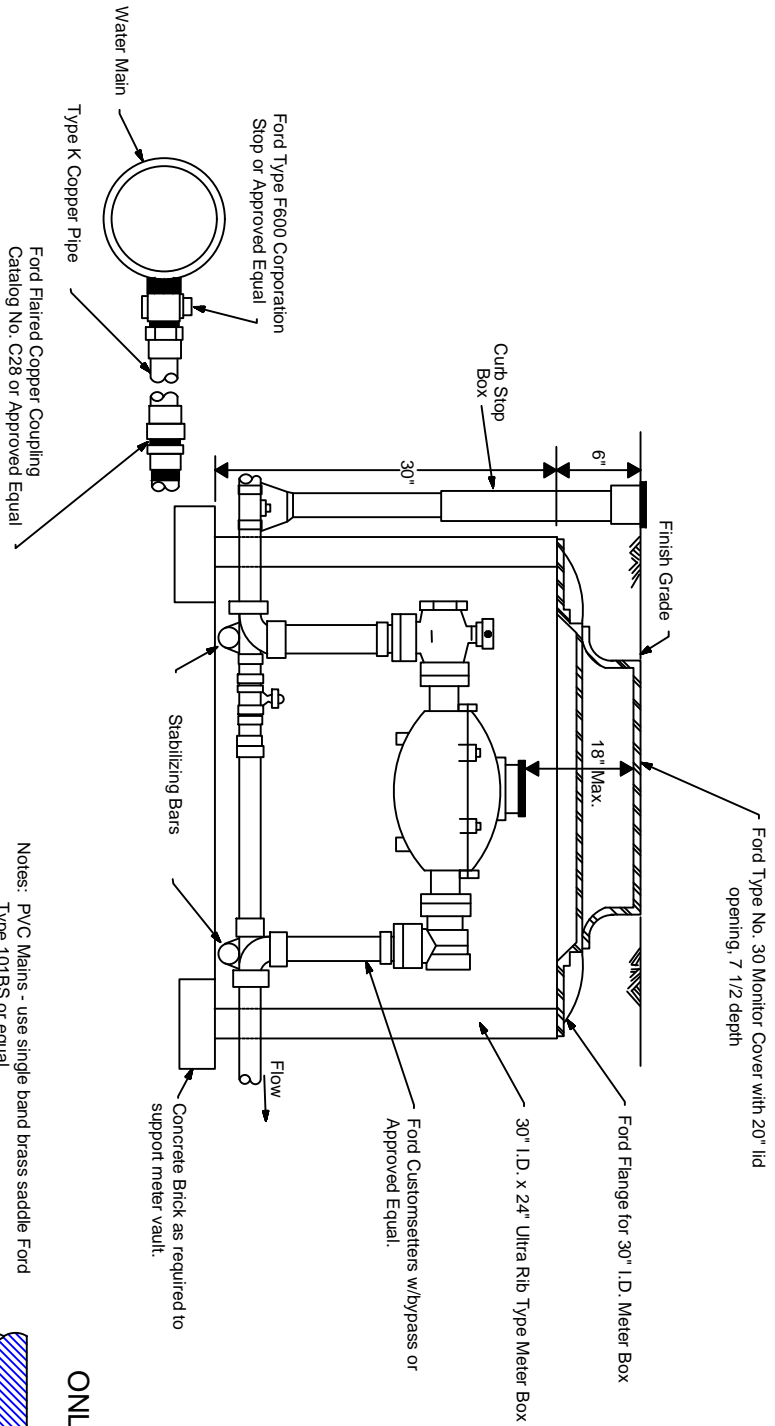
Note: If service is installed in sidewalk or pavement area, a heavy duty lid shall be installed.



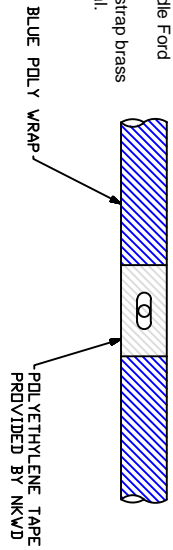
| REVISION | | BY | DATE |
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| | | | |
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| | | | |
| N. KY. WATER DISTRICT | | | |
| 1-1/2" & 2" METER SETTING | | | |
| REQUIRING PRESSURE REGULATOR | | | |
| DRAWN BY: SAR | | | |
| APPROVED: RY | | | |
| DATE: 8/5/2014 | | | |
| STANDARD DRAWING NO: 108-A | | | |

Note: Services to be removed & abandoned are to be disconnected at corporation stop. Cap corporation stop if required to prevent leaks or replace stop. For relocating existing services provide extension from lead on main to new meter setting location.

Note: If service is installed in sidewalk or pavement area, a heavy duty lid shall be installed.

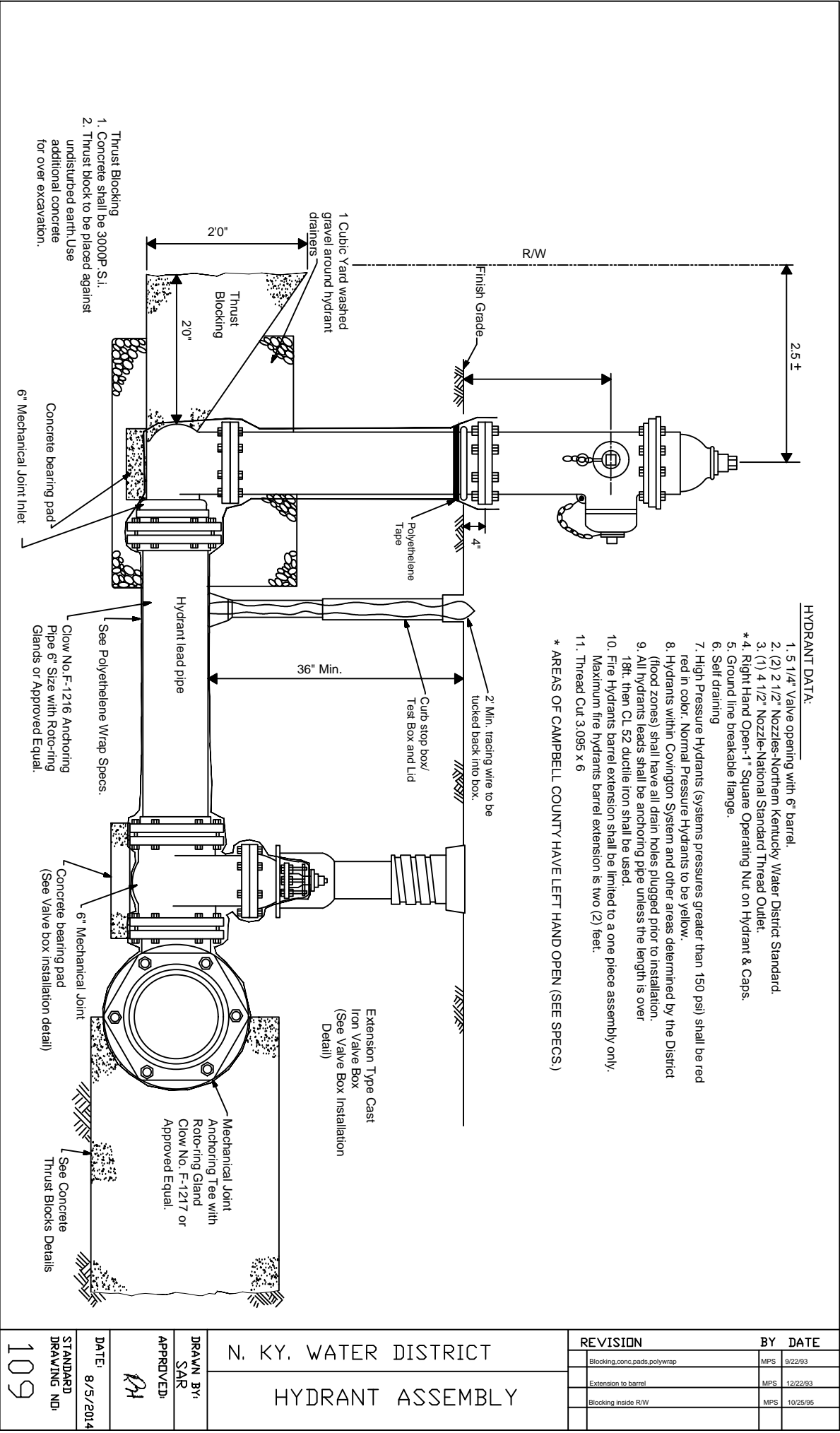


Notes: PVC Mains - use single band brass saddle Ford Type 101BS or equal.
D.I.P. Mains 8" or smaller use a double strap brass tapping saddle Ford Type 202B or equal.



ONLY FOR D.I. PIPE

| REVISION | | BY | DATE |
|---------------------------|--|----|------|
| | | | |
| N. KY. WATER DISTRICT | | | |
| 1-1/2" & 2" METER SETTING | | | |
| DRAWN BY: SAR | | | |
| APPROVED: <i>RH</i> | | | |
| DATE: 8/5/2014 | | | |
| STANDARD DRAWING NO. 108 | | | |

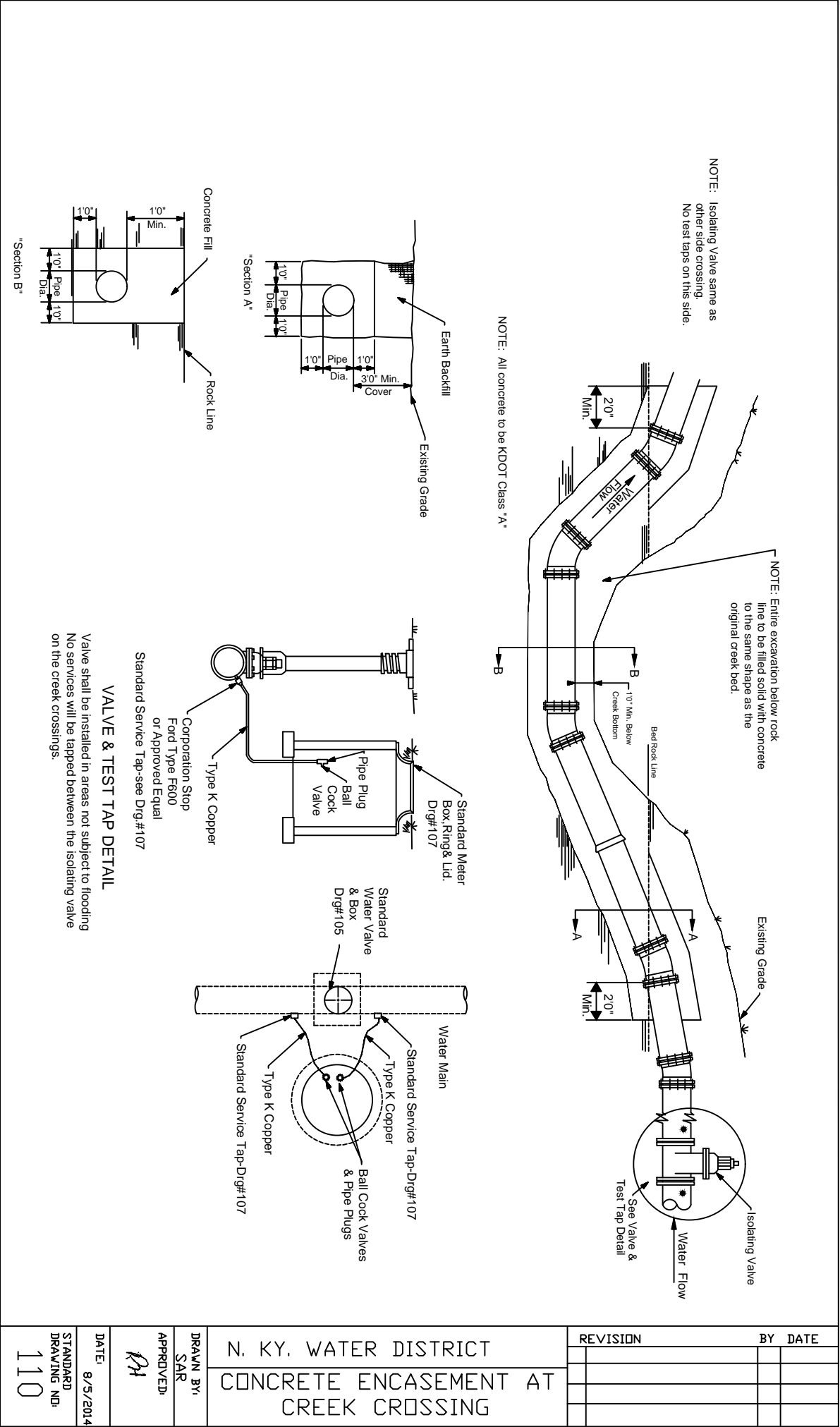


| REVISION | BY | DATE |
|-----------------------------|-----|----------|
| Blocking conc.pads.polywrap | MPS | 9/22/93 |
| Extension to barrel | MPS | 12/22/93 |
| Blocking inside R/W | MPS | 10/25/95 |

| | |
|-----------------------|--|
| N. KY. WATER DISTRICT | |
| HYDRANT ASSEMBLY | |

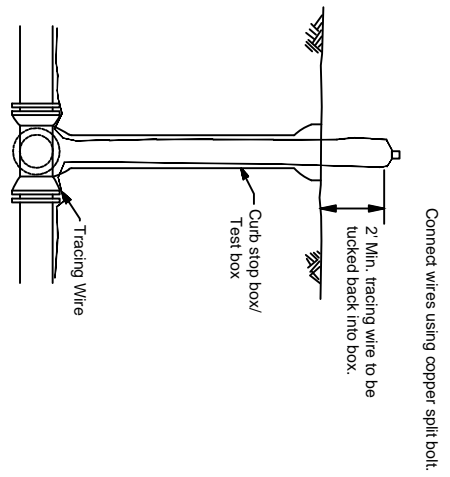
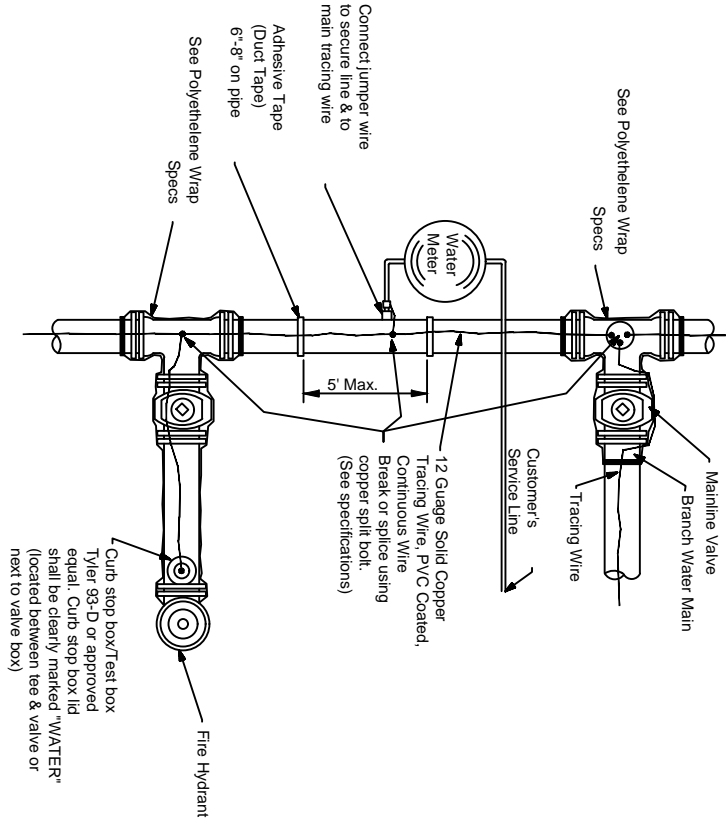
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| DRAWN BY: SAR | DATE: 8/5/2014 |
| APPROVED: RH | STANDARD DRAWING NO. 109 |





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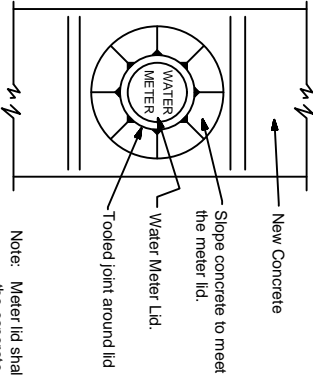
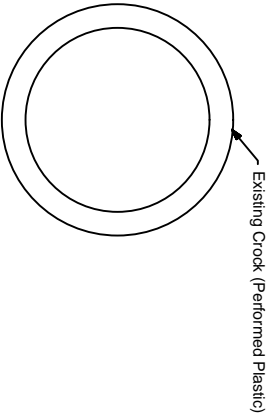
| | | |
|---|---------------------------------|--------------------------------|
| N. KY. WATER DISTRICT CONCRETE ENCASEMENT AT CREEK CROSSING | DRAWN BY: SAR | DATE: 8/5/2014 |
| | APPROVED: <i>[Signature]</i> | STANDARD DRAWING NO: 110 |



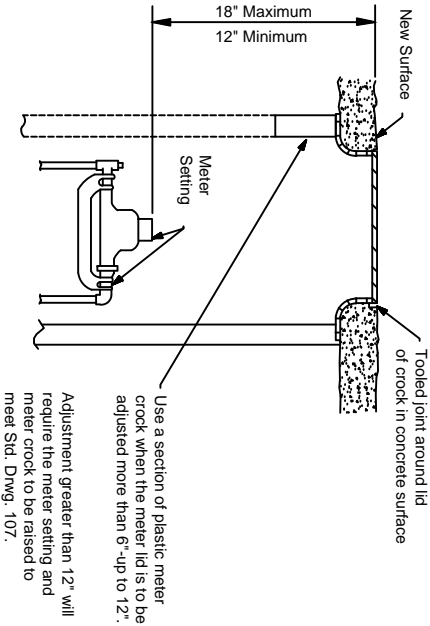
Note: Curb stop box/test box shall not be installed in paved areas.

DUCTILE IRON AND PVC PIPE
WITH DUCTILE IRON FITTINGS

| REVISION | | BY | DATE |
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| | | | |
| | | | |
| | | | |
| N. KY. WATER DISTRICT | | | |
| TRACING WIRE | | | |
| INSTALLATION DETAIL | | | |
| DRAWN BY: SAR | | DATE: 8/5/2014 | |
| APPROVED: KH | | STANDARD DRAWING NO: 111 | |



Note: Meter lid shall be flush with the top of the concrete surface. The concrete surface shall be tapered to provide a smooth transition to the meter lid. A tooled joint shall be formed around the meter lid.



NOTE: SERVICES INSTALLED IN CONCRETE AREAS, NOT SUBJECT TO VEHICLE TRAFFIC. A FORD TYPE A32, OR APPROVED EQUAL, LID AND RING SHALL BE USED. AREAS SUBJECT TO VEHICLE TRAFFIC, A FORD TYPE A32HH, OR APPROVED EQUAL, LID AND RING SHALL BE USED.

PLASTIC (PVC) METER CROCKS shall be raised by use of an adapter with a section of plastic crock cut to achieve final grade.

At no time shall wood be used to adjust the ring and lid to grade.

Meter ring and lids shall be reset solidly and shall have no broken edge to allow dirt to enter the crock.

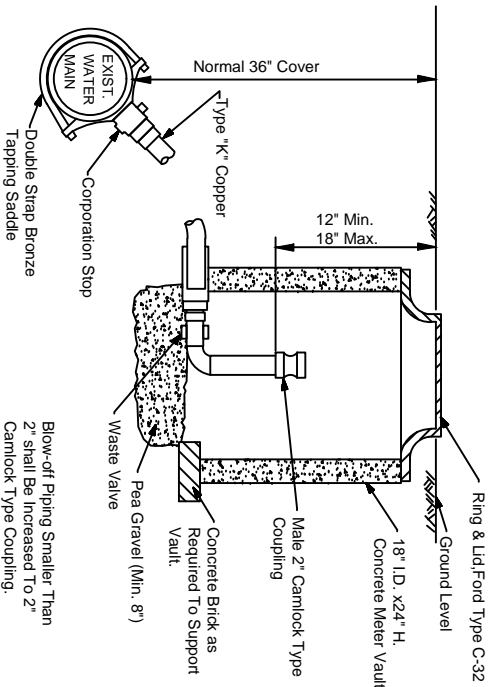
If the meter box is damaged beyond repair it shall be replaced. See Standard Drawing 107.

RAISING CURB STOPS OR VALVE BOXES:


Curb stop boxes and valve boxes shall be raised by turning the upper section to meet grade. If the upper section cannot be raised in this manner it shall be carefully broken off and replaced.

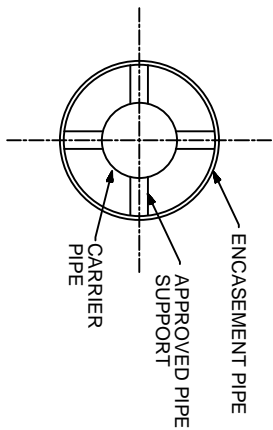
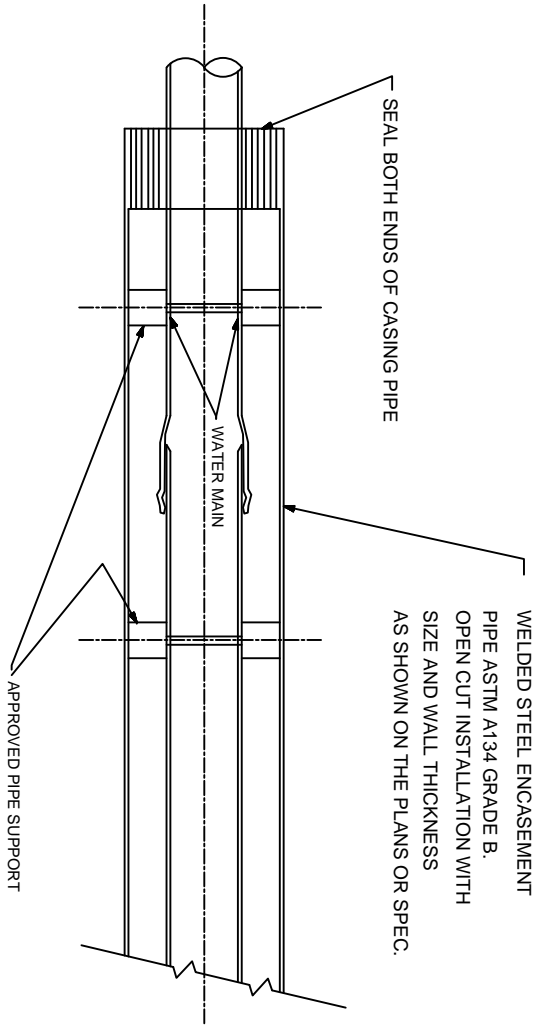
New upper sections shall be supplied by NKWD

| REVISION | | BY | DATE |
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| | | | |
| | | | |
| | | | |
| N. KY. WATER DISTRICT | | | |
| ADJUDTING RING & LID | | | |
| TO GRADE | | | |
| DRAWN BY: SAR | | | |
| APPROVED: <i>MA</i> | | | |
| DATE: 8/5/2014 | | | |
| STANDARD DRAWING NO. | | | |
| 112 | | | |



TYPICAL FLUSHING DEVICE
INSTALLATION
N.T.S.

| REVISION | | BY | DATE |
|--|--|----|------|
| | | | |
| | | | |
| | | | |
| | | | |
| N. KY. WATER DISTRICT | | | |
| TYPICAL FLUSHING DEVICE INSTALLATION | | | |
| DRAWN BY: SAR | | | |
| APPROVED:  | | | |
| DATE: 8/5/2014 | | | |
| STANDARD DRAWING NO. | | | |
| 113 | | | |

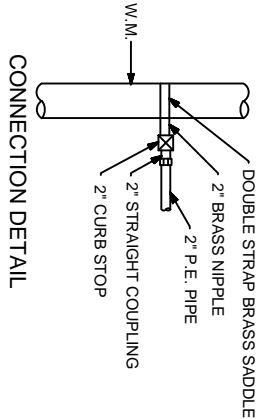
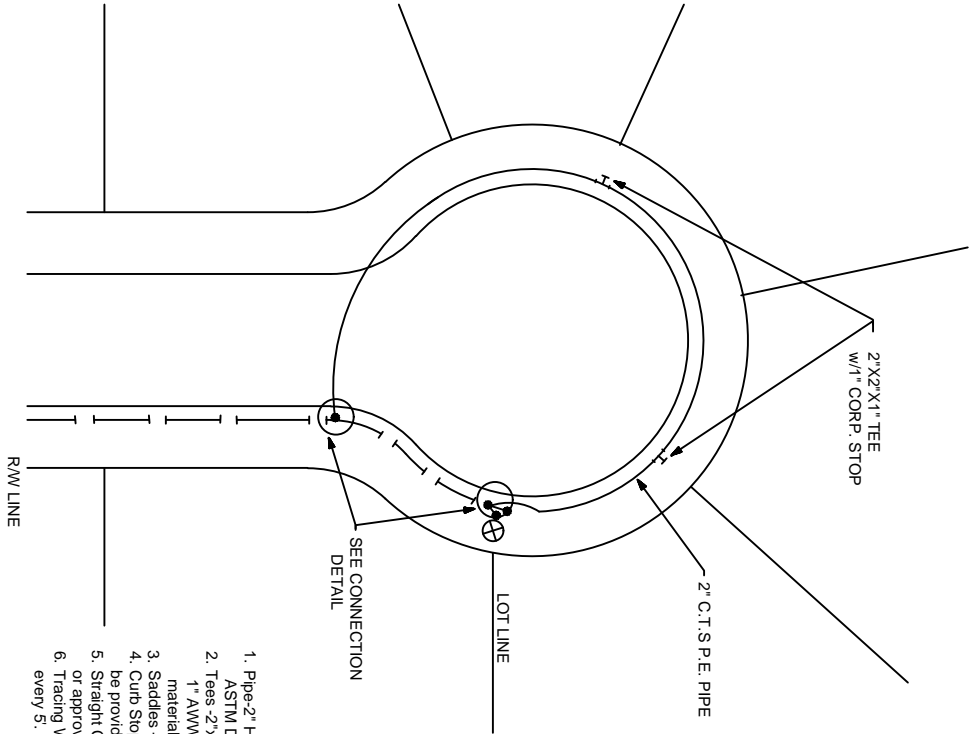


- NOTE: CASING PIPE JOINTS SHALL BE SEAM WELDED SO THAT CASING IS WATER TIGHT FROM END TO END.
1. All carrier pipe placed in steel casing pipe shall be minimum class 50 ductile iron pipe and conform to the latest edition of AWWA C151.
 2. Carrier pipe gaskets shall develop a wedging action between pairs of high-strength stainless steel elements spaced around the gasket (FIELD LOK , FASTGRIP , or approved equal gaskets).

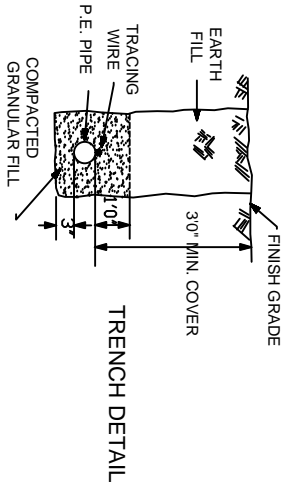
ENCASEMENT PIPE DETAIL

NO SCALE

| REVISION | | BY | DATE |
|------------------------|----------------------|--------------------------------|--------|
| 1. | Remove Granular Fill | JS | 2/1/00 |
| | | | |
| | | | |
| N. KY. WATER DISTRICT | | | |
| ENCASEMENT PIPE DETAIL | | | |
| DRAWN BY: SAR | | DATE: 8/5/2014 | |
| APPROVED: RA | | STANDARD DRAWING NO: 114 | |



CONNECTION DETAIL



- Materials
1. Pipe-2" High Density Polyethylene Water Service Pipe, Class 200 (SDR-9), CTS-OD, 200psi, ASTM D-2737.
 2. Tees -2"x2"x1" with Pack Joints both ends, side outlet lapped for corp stop. Ford T440-774 1" AWWA Taper Threads with Ford 1"-F600 Corporation Stop or approved equal.
 3. Saddles - Ford 202B Double Strap Brass Saddles (IP Threads) or approved equal.
 4. Curb Stops - Ford 2" B11-777 Ball Valves for Iron Pipe or approved equal. A curb stop box shall be provided.
 5. Straight Couplings - Ford 2" C84-77 Male Iron Pipe Thread to Pack Joint type fittings for P.E. Pipe or approved equal.
 6. Tracing Wire- 12 gauge solid copper (P.V.C. coated) tracing wire taped to the top of the pipe every 5'.

GENERAL INFORMATION

1. This detail is not designed to eliminate dead-end water mains. This is an alternate to installing 6" or 8" pipe around a cul-de-sac.
2. Tees for services need to be dropped off on the opposite lot lines of the electric and other utilities.
3. Tees for services will need to be properly installed with some type of above ground markers.
4. P.E. Pipe shall be installed after the curb are installed.
5. The only joints made in the P.E. pipe shall be made at the water service tees for flushing purposes.
6. 1" copper tubing will need to be provided for one of the water service tees for flushing purposes.

| REVISION | BY | DATE |
|--------------------------------|----|------|
| | | |
| | | |
| | | |
| | | |
| N. KY. WATER DISTRICT | | |
| 2" P.E. AROUND CUL-DE-SAC | | |
| DRAWN BY: SAR | | |
| APPROVED: <i>RH</i> | | |
| DATE: 8/5/2014 | | |
| STANDARD DRAWING NO. 115 | | |

KyTC BMP Plan for Project PCN ## - #####



Kentucky Transportation Cabinet

Highway District 6

And

_____ (2), Construction

Kentucky Pollutant Discharge Elimination System

Permit KYR10

Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

Richardson Pike

Project: PCN ## - #####

Item 06-9016.00

KyTC BMP Plan for Project PCN ## -

Project information

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

1. Owner – Kentucky Transportation Cabinet, District 6
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) Richardson Road
6. Latitude/Longitude (project mid-point) dd/mm/ss, dd/mm/ss 38^58'21" north, 84^35'23" west
7. County (project mid-point) Kenton County
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KyTC BMP Plan for Project PCN ## -

A. Site description:

1. Nature of Construction Activity (from letting project description) **Safety Improvement**
2. Order of major soil disturbing activities **(2) and (3)**
3. Projected volume of material to be moved **1,200 Cubic Yards**
4. Estimate of total project area (acres) **2.8 Acres**
5. Estimate of area to be disturbed (acres) **1.8 Acres**
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information. **0.3**
7. Data describing existing soil condition **(2)**
8. Data describing existing discharge water quality (if any) **(2)**
9. Receiving water name, **Tributary to Banklick Creek**
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)**

KyTC BMP Plan for Project PCN ## - #####

B. Sediment and Erosion Control Measures:

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

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

2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.
3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
 - Construction Access – This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
 - 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.

KyTC BMP Plan for Project PCN ## -

- Clearing and Grubbing – The following BMP's will be considered and used where appropriate.
 - Leaving areas undisturbed when possible.
 - Silt basins to provide silt volume for large areas.
 - Silt Traps Type A for small areas.
 - Silt Traps Type C in front of existing and drop inlets which are to be saved
 - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
 - Brush and/or other barriers to slow and/or divert runoff.
 - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
 - Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
 - Non-standard or innovative methods.
- Cut & Fill and placement of drainage structures - The BMP Plan will be modified to show additional BMP's such as:
 - Silt Traps Type B in ditches and/or drainways as they are completed
 - Silt Traps Type C in front of pipes after they are placed
 - Channel Lining
 - Erosion Control Blanket
 - Temporary mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
 - Non-standard or innovative methods
- Profile and X-Section in place – The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
 - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
 - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
 - Additional Channel Lining and/or Erosion Control Blanket.
 - Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
 - Special BMP's such as Karst Policy
- 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.

KyTC BMP Plan for Project PCN ## -

- Permanent Seeding and Protection
 - Placing Sod
 - Planting trees and/or shrubs where they are included in the project
- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are : N/A

C. Other Control Measures

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

2. Waste Materials

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

3. Hazardous Waste

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

4. Spill Prevention

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

- **Good Housekeeping:**

KyTC BMP Plan for Project PCN ## -

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

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

➤ **Hazardous Products:**

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

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

The following product-specific practices will be followed onsite:

➤ **Petroleum Products:**

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

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

KyTC BMP Plan for Project PCN ## -

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

➤ **Fertilizers:**

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

➤ **Paints:**

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

➤ **Concrete Truck Washout:**

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

➤ **Spill Control Practices**

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

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.

KyTC BMP Plan for Project PCN ## -

- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

D. Other State and Local Plans

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

E. Maintenance

1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
 - Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance.

F. Inspections

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

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- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Inspections will be conducted by individuals that have received KyTC Grade Level II training or other qualification as prescribed by the cabinet that includes instruction concerning sediment and erosion control.
- Inspection reports will be written, signed, dated, and kept on file.
- Areas at final grade will be seeded and mulched within 14 days.
- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 70 percent of the design capacity and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

G. Non – Storm Water discharges

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

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

KyTC BMP Plan for Project PCN ## - #####

- Uncontaminated groundwater and rain water (from dewatering during excavation).

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

H. Groundwater Protection Plan (3)

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

- Contractors statement: (3)

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

- _____ 2. (e) land treatment or land disposal of a pollutant;
- _____ 2. (f) Storing, ..., or related handling of hazardous waste, solid waste or special waste, ..., in tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);
- _____ 2. (g) Handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant;
- _____ 2. (j) Storing or related handling of road oils, dust suppressants,, at a central location;
- _____ 2. (k) Application or related handling of road oils, dust suppressants or deicing materials, (does not include use of chloride-based deicing materials applied to roads or parking lots);
- _____ 2. (m) Installation, construction, operation, or abandonment of wells, bore holes, or core holes, (this does not include bore holes for the purpose of explosive demolition);

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

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

KyTC BMP Plan for Project PCN ## - #####

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

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

- (a) General information about this project is covered in the Project information;
- (b) Activities that require a groundwater protection plan have been identified above;
- (c) Practices that will protect groundwater from pollution are addressed in section C. Other control measures.
- (d) Implementation schedule – all practices required to prevent pollution of groundwater are to be in place prior to conducting the activity;
- (e) Training is required as a part of the ground water protection plan. All employees of the contractor, sub-contractor and resident engineer personnel will be trained to understand the nature and requirements of this plan as they pertain to their job function(s). Training will be accomplished within one week of employment and annually thereafter. A record of training will be maintained by the contractor with a copy provide to the resident engineer.
- (f) Areas of the project and groundwater plan activities will be inspected as part of the weekly sediment and erosion control inspections
- (g) Certification (see signature page.)

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 name² signature

(3) Signed _____ title _____, _____
Typed or printed name¹ signature

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

KyTC BMP Plan for Project PCN ## - #####

Sub-Contractor Certification

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

Subcontractor

Name:
Address:
Address:

Phone:

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

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

Signed _____ title _____, _____
Typed or printed name¹ signature

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

SPECIAL NOTE

Filing of eNOI for KPDES Construction Stormwater Permit

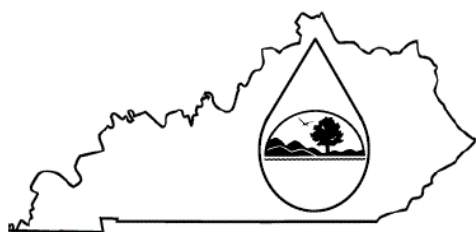
County: Kenton
Item No.: 6-9016.00

Route: KY 1829
KDOW Submittal ID:
17e8f4f9-4d47-40e7-84e0-
705bc8a21b25

Project Description: KY 1829 (Richardson Road) Safety Improvements

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.

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.



KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES)

Notice of Intent (NOI) for coverage of Storm Water Discharge
Associated with Construction Activities Under the KPDES Storm
Water General Permit KYR100000

[Click here for Instructions
\(Controls/KPDES_FormKYR10_Instructions.htm\)](#)

Click here to obtain information and a copy of the KPDES General Permit. (<http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf>)

(*) indicates a required field; (✓) indicates a field may be required based on user input or is an optionally required field

| | | | | | |
|---|--|--|--|---|--|
| Reason for Submittal:(*) | | Agency Interest ID: <input type="text" value="Agency Interest ID"/> | | Permit Number:(✓) <input type="text" value="KPDES Permit Number"/> | |
| If change to existing permit coverage is requested, describe the changes for which modification of coverage is being sought:(✓) <input type="text"/> | | | | | |
| ELIGIBILITY: 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. | | | | | |
| EXCLUSIONS: 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:(✓) <input type="text" value="Kentucky Transportation Cabinet"/> | | First Name:(✓) <input type="text" value="Robert"/> | | M.I.: <input type="text" value="A"/> | Last Name:(✓) <input type="text" value="Yeager"/> |
| Mailing Address:(*) <input type="text" value="421 Buttermilk Pike"/> | | City:(*) <input type="text" value="Covington"/> | | State:(*) <input type="text" value="41017"/> | |
| eMail Address:(*) <input type="text" value="Cory.Wilson@ky.gov"/> | | Business Phone:(*) <input type="text" value="8593412700"/> | | Alternate Phone: <input type="text" value="Phone"/> | |
| SECTION II -- GENERAL SITE LOCATION INFORMATION | | | | | |
| Project Name:(*) <input type="text" value="Richardson Road"/> | | Status of Owner/Operator(*) | | SIC Code(*) | |
| Company Name:(✓) <input type="text" value="Kentucky Transportation Cabinet"/> | | First Name:(✓) <input type="text" value="Robert"/> | | M.I.: <input type="text" value="A"/> | Last Name:(✓) <input type="text" value="Yeager"/> |
| Site Physical Address:(*) <input type="text" value="3920 Richardson Road"/> | | | | | |
| City:(*) <input type="text" value="Independence"/> | | State:(*) | | Zip:(*) <input type="text" value="41051"/> | |
| County:(*) | | Latitude(decimal degrees)(*)DMS to DD Converter (https://www.fcc.gov/media/radio/dms-decimal) <input type="text" value="38.9725"/> | | Longitude(decimal degrees)(*) <input type="text" value="-84.58972"/> | |
| SECTION III -- SPECIFIC SITE ACTIVITY INFORMATION | | | | | |
| Project Description:(*) <input type="text" value="Safety Improvements"/> | | | | | |
| a. For single projects provide the following information | | | | | |
| Total Number of Acres in Project:(✓) <input type="text" value="2.0"/> | | Total Number of Acres Disturbed:(✓) <input type="text" value="1.8"/> | | | |

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|-----------------------|--|--|---|--------|-----------|------------|--|--------|---|-----|-----------|------------|--|--------|---|-----|-----------|------------|--|--------|---|-----|-----------|------------|--|--------|---|-----|-----------|------------|--|--------|---|-----|-----------|------------|--|--------|---|--|--|---|--|--------|---------------|--|--|--|--|--|
| Anticipated Start Date:(√) <div>5/2/2022</div> | | Anticipated Completion Date:(√) <div>9/30/2022</div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| b. For common plans of development provide the following information | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Number of Acres in Project:(√) <div># Acre(s)</div> | | Total Number of Acres Disturbed:(√) <div># Acre(s)</div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of individual lots in development, if applicable:(√) <div># lot(s)</div> | | Number of lots in development:(√) <div># lot(s)</div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total acreage of lots intended to be developed:(√) <div>Project Acres</div> | | Number of acres intended to be disturbed at any one time:(√) <div>Disturbed Acres</div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Anticipated Start Date:(√) <div></div> | | Anticipated Completion Date:(√) <div></div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| List Building Contractor(s) at the time of Application:(*) <div><div>+ </div></div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SECTION IV -- IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED ? | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Discharge Point(s): <table><tr><td>1</td><td>Yes</td><td>38.974078</td><td>-84.575389</td><td></td><td>Delete</td></tr><tr><td>2</td><td>Yes</td><td>38.972936</td><td>-84.578158</td><td></td><td>Delete</td></tr><tr><td>3</td><td>Yes</td><td>38.972739</td><td>-84.579797</td><td></td><td>Delete</td></tr><tr><td>4</td><td>Yes</td><td>38.972983</td><td>-84.587561</td><td></td><td>Delete</td></tr><tr><td>5</td><td>Yes</td><td>38.972506</td><td>-84.588278</td><td></td><td>Delete</td></tr><tr><td>6</td><td>Yes</td><td>38.972661</td><td>-84.645711</td><td></td><td>Delete</td></tr><tr><td>7</td><td></td><td></td><td>0</td><td></td><td>Delete</td></tr><tr><td colspan="6"><div>+ </div></td></tr></table> | | | | 1 | Yes | 38.974078 | -84.575389 | | Delete | 2 | Yes | 38.972936 | -84.578158 | | Delete | 3 | Yes | 38.972739 | -84.579797 | | Delete | 4 | Yes | 38.972983 | -84.587561 | | Delete | 5 | Yes | 38.972506 | -84.588278 | | Delete | 6 | Yes | 38.972661 | -84.645711 | | Delete | 7 | | | 0 | | Delete | <div>+ </div> | | | | | |
| 1 | Yes | 38.974078 | -84.575389 | | Delete | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Yes | 38.972936 | -84.578158 | | Delete | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Yes | 38.972739 | -84.579797 | | Delete | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Yes | 38.972983 | -84.587561 | | Delete | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Yes | 38.972506 | -84.588278 | | Delete | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Yes | 38.972661 | -84.645711 | | Delete | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | | | 0 | | Delete | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <div>+ </div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 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: <div>Date</div> | | Discharge Point(s):(*) <div><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?:(*) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| If Yes, describe scope of activity: (√) | | <div>describe scope of activity</div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Is a Clean Water Act 404 permit required?:(*) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Is a Clean Water Act 401 Water Quality Certification required?:(*) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SECTION VII -- NOI PREPARER INFORMATION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| First Name:(*) <div>Cory</div> | M.I.: <div>A</div> | Last Name:(*) <div>Wilson</div> | Company Name:(*) <div>Kentucky Transportation Cabinet</div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Mailing Address:(*) | | City:(*) | State:(*) Zip:(*) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | | |
|--|-----------------------------|----------------------------------|---------------------------------|
| 421 Buttermilk Pike eMail Address:(*) Cory.Wilson@ky.gov | Covington | Business Phone:(*) 8593412700 | Alternate Phone: 41017 Phone |
| SECTION VIII -- ATTACHMENTS | | | |
| Facility Location Map:(*) | | | |
| Supplemental Information: | | | |
| 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:(*) Robert A Yeager | | Title:(*) Title | |
| First Name:(*) Robert | M.I.: A | Last Name:(*) Yeager | |
| eMail Address:(*) eMail Address | Business Phone:(*) Phone | Alternate Phone: Phone | Signature Date:(*) Date |
| | | | |

KENTUCKY TRANSPORTATION CABINET
COMMUNICATING ALL PROMISES (CAP)

Item No. 6 - 9016County: KentonRoute: 1,829Project Manager: MIKE VAUGHN

2/4/22

| CAP # | Date of Promise | Promise made to: | Location of Promise: | CAP Description |
|-------|-----------------|------------------|----------------------|-----------------|
| | | | | |

MATERIAL SUMMARY

CONTRACT ID: 221044

059GR22D030

0605901772201

DECOURSEY PIKE (KY 177) FROM 0.12 MILE SOUTH OF KY 536 EXTENDING NORTH TO 0.13 MILE NORTH OF KY 536 ASPHALT PAVEMENT & ROADWAY REHAB, A DISTANCE OF .25 MILES.

| Project Line No | Bid Code | DESCRIPTION | Quantity | Unit |
|-----------------|----------|--|----------|------|
| 0250 | 00001 | DGA BASE | 9.00 | TON |
| 0255 | 00212 | CL2 ASPH BASE 1.00D PG64-22 | 246.00 | TON |
| 0260 | 00263 | ASPHALT MIX FOR PAVEMENT WEDGE | 1.00 | TON |
| 0265 | 00301 | CL2 ASPH SURF 0.38D PG64-22 | 36.00 | TON |
| 0270 | 24970EC | ASPHALT MATERIAL FOR TACK NON-TRACKING | .80 | TON |
| 0275 | 02159 | TEMP DITCH | 92.00 | LF |
| 0280 | 02160 | CLEAN TEMP DITCH | 46.00 | LF |
| 0285 | 02230 | EMBANKMENT IN PLACE | 80.00 | CUYD |
| 0290 | 02429 | RIGHT-OF-WAY MONUMENT TYPE 1 | 2.00 | EACH |
| 0295 | 02432 | WITNESS POST | 3.00 | EACH |
| 0300 | 02585 | EDGE KEY | 119.00 | LF |
| 0305 | 02650 | MAINTAIN & CONTROL TRAFFIC - (KENTON KY 177) | 1.00 | LS |
| 0310 | 02701 | TEMP SILT FENCE | 92.00 | LF |
| 0315 | 02703 | SILT TRAP TYPE A | 1.00 | EACH |
| 0320 | 02704 | SILT TRAP TYPE B | 1.00 | EACH |
| 0325 | 02705 | SILT TRAP TYPE C | 1.00 | EACH |
| 0330 | 02707 | CLEAN SILT TRAP TYPE B | 1.00 | EACH |
| 0335 | 02707 | CLEAN SILT TRAP TYPE B | 1.00 | EACH |
| 0340 | 02708 | CLEAN SILT TRAP TYPE C | 1.00 | EACH |
| 0345 | 02726 | STAKING - (KENTON KY 177) | 1.00 | LS |
| 0350 | 03271 | TREE TRIMMING | 20.00 | LF |
| 0355 | 05952 | TEMP MULCH | 240.00 | SQYD |
| 0360 | 05953 | TEMP SEEDING AND PROTECTION | 180.00 | SQYD |
| 0365 | 05963 | INITIAL FERTILIZER | .01 | TON |
| 0370 | 05964 | MAINTENANCE FERTILIZER | .02 | TON |
| 0375 | 05985 | SEEDING AND PROTECTION | 240.00 | SQYD |
| 0380 | 05992 | AGRICULTURAL LIMESTONE | .20 | TON |
| 0385 | 06510 | PAVE STRIPING-TEMP PAINT-4 IN | 740.00 | LF |
| 0390 | 06514 | PAVE STRIPING-PERM PAINT-4 IN | 755.00 | LF |
| 0395 | 06568 | PAVE MARKING-THERMO STOP BAR-24IN | 26.00 | LF |
| 0400 | 23055N | REMOVE - STONE COLUMN RT. STA 8+53 | 1.00 | LS |
| 0405 | 00439 | ENTRANCE PIPE-12 IN | 28.00 | LF |
| 0410 | 05950 | EROSION CONTROL BLANKET | 120.00 | SQYD |
| 0415 | 06406 | SBM ALUM SHEET SIGNS .080 IN | 6.00 | SQFT |
| 0420 | 06407 | SBM ALUM SHEET SIGNS .125 IN | 320.00 | SQFT |
| 0425 | 06410 | STEEL POST TYPE 1 | 90.00 | LF |
| 0430 | 06490 | CLASS A CONCRETE FOR SIGNS | 1.07 | CUYD |
| 0435 | 21134ND | REMOVE-STORE AND REINSTALL SIGN | 1.00 | EACH |
| 0440 | 21373ND | REMOVE SIGN | 2.00 | EACH |
| 0445 | 21596ND | GMSS TYPE D | 4.00 | EACH |
| 0450 | 04792 | CONDUIT-1 IN | 40.00 | LF |
| 0455 | 04795 | CONDUIT-2 IN | 110.00 | LF |
| 0460 | 04811 | ELECTRICAL JUNCTION BOX TYPE B | 7.00 | EACH |

MATERIAL SUMMARY

| Project Line No | Bid Code | DESCRIPTION | Quantity | Unit |
|-----------------|------------|----------------------------------|----------|------|
| 0465 | 04820 | TRENCHING AND BACKFILLING | 1,600.00 | LF |
| 0470 | 04830 | LOOP WIRE | 852.00 | LF |
| 0475 | 04844 | CABLE-NO. 14/5C | 1,860.00 | LF |
| 0480 | 04850 | CABLE-NO. 14/1 PAIR | 1,880.00 | LF |
| 0485 | 04895 | LOOP SAW SLOT AND FILL | 352.00 | LF |
| 0490 | 20390NS835 | INSTALL COORDINATING UNIT | 1.00 | EACH |
| 0495 | 20391NS835 | ELECTRICAL JUNCTION BOX TYPE A | 1.00 | EACH |
| 0500 | 20408ES835 | INSTALL LED BEACON-12 IN | 8.00 | EACH |
| 0505 | 21543EN | BORE AND JACK CONDUIT | 110.00 | LF |
| 0510 | 24900EC | PVC CONDUIT-1 1/4 IN-SCHEDULE 80 | 1,600.00 | LF |
| 0515 | 24901EC | PVC CONDUIT-2 IN-SCHEDULE 80 | 60.00 | LF |
| 0520 | 24908EC | INSTALL SIGNAL CONTROLLER-TY ATC | 1.00 | EACH |
| 0525 | 24955ED | REMOVE SIGNAL EQUIPMENT | 1.00 | EACH |
| 0530 | 02569 | DEMOBILIZATION | 1.00 | LS |

CONTRACT ID: 221044

059GR22D030

DE05918292214

RICHARDSON ROAD(KY-1829) CORRECT DROP OFFS, IMPROVE DITCHING, REMOVE TREES IN CLEAR ZONE, AND INSTALL HFS FROM MP 1.2 TO MP 2.25 PM KY 1829 IN KENTON COUNTY ASPHALT REHAB WITH GRADE & DRAIN, A DISTANCE OF .86 MILES.

| Project Line No | Bid Code | DESCRIPTION | Quantity | Unit |
|-----------------|----------|-------------------------------------|----------|------|
| 0005 | 02101 | CEM CONC ENT PAVEMENT-8 IN | 66.00 | SQYD |
| 0010 | 02230 | EMBANKMENT IN PLACE | 1,200.00 | CUYD |
| 0015 | 02237 | DITCHING | 1,800.00 | LF |
| 0020 | 02259 | FENCE-TEMP | 525.00 | LF |
| 0025 | 02267 | REMOVE & RESET FENCE | 525.00 | LF |
| 0030 | 02353 | INSTALL GUARDRAIL-STEEL W BM-S FACE | 720.00 | LF |
| 0035 | 02381 | REMOVE GUARDRAIL | 500.00 | LF |
| 0040 | 02391 | GUARDRAIL END TREATMENT TYPE 4A | 1.00 | EACH |
| 0045 | 02396 | REMOVE GUARDRAIL END TREATMENT | 6.00 | EACH |
| 0050 | 02460 | REMOVE TREES OR STUMPS | 30.00 | EACH |
| 0055 | 02545 | CLEARING AND GRUBBING - 1.8 ACRES | 1.00 | LS |
| 0060 | 02585 | EDGE KEY | 45.00 | LF |
| 0065 | 02650 | MAINTAIN & CONTROL TRAFFIC | 1.00 | LS |
| 0070 | 02653 | LANE CLOSURE | 2.00 | EACH |
| 0075 | 02714 | SHOULDERING | 1,550.00 | LF |
| 0080 | 02726 | STAKING | 1.00 | LS |
| 0085 | 03269 | TRIM & REMOVE TREES & BRUSH | 1,700.00 | LF |
| 0090 | 05950 | EROSION CONTROL BLANKET | 2,350.00 | SQYD |
| 0095 | 05952 | TEMP MULCH | 1,200.00 | SQYD |
| 0100 | 05953 | TEMP SEEDING AND PROTECTION | 1,200.00 | SQYD |
| 0105 | 05963 | INITIAL FERTILIZER | 1.00 | TON |
| 0110 | 05964 | MAINTENANCE FERTILIZER | 1.00 | TON |
| 0115 | 05985 | SEEDING AND PROTECTION | 1,200.00 | SQYD |
| 0120 | 06514 | PAVE STRIPING-PERM PAINT-4 IN | 2,725.00 | LF |
| 0125 | 20205EC | PAVE MARK STOP BAR-24 IN PAINT | 115.00 | LF |
| 0130 | 20208NC | PAVE MARK-PAINT ARROWS | 1.00 | EACH |

MATERIAL SUMMARY

| Project Line No | Bid Code | DESCRIPTION | Quantity | Unit |
|--------------------|----------|------------------------------------|----------|------|
| 0135 | 20430ED | SAW CUT | 45.00 | LF |
| 0140 | 00440 | ENTRANCE PIPE-15 IN | 124.00 | LF |
| 0145 | 00522 | STORM SEWER PIPE-18 IN | 52.00 | LF |
| 0150 | 01310 | REMOVE PIPE | 120.00 | LF |
| 0155 | 01450 | S & F BOX INLET-OUTLET-18 IN | 3.00 | EACH |
| 0160 | 02159 | TEMP DITCH | 1,400.00 | LF |
| 0165 | 02160 | CLEAN TEMP DITCH | 700.00 | LF |
| 0170 | 02483 | CHANNEL LINING CLASS II | 20.00 | TON |
| 0175 | 02607 | FABRIC-GEOTEXTILE CLASS 2 FOR PIPE | 180.00 | SQYD |
| 0180 | 02701 | TEMP SILT FENCE | 1,400.00 | LF |
| 0185 | 02704 | SILT TRAP TYPE B | 6.00 | EACH |
| 0190 | 02705 | SILT TRAP TYPE C | 6.00 | EACH |
| 0195 | 02707 | CLEAN SILT TRAP TYPE B | 6.00 | EACH |
| 0200 | 02708 | CLEAN SILT TRAP TYPE C | 6.00 | EACH |
| 0205 | 03262 | CLEAN PIPE STRUCTURE | 3.00 | EACH |
| 0210 | 23952EC | DRAINAGE JUNCTION BOX TY B | 1.00 | EACH |
| 0215 | 06406 | SBM ALUM SHEET SIGNS .080 IN | 85.00 | SQFT |
| 0220 | 06410 | STEEL POST TYPE 1 | 160.00 | LF |
| 0225 | 24631EC | BARCODE SIGN INVENTORY | 20.00 | EACH |
| 0230 | 14020 | W FIRE HYDRANT RELOCATE | 4.00 | EACH |
| 0235 | 14112 | W VALVE ANCHOR EXISTING | 4.00 | EACH |
| 0240 | 14513 | W MAIN POINT RELOCATE INST | 3.00 | EACH |
| 0245 | 02569 | DEMOBILIZATION | 1.00 | LS |

Contract Id: _____ Contractor: _____

Section Engineer: _____ District & County: _____

| DESCRIPTION | UNIT | QTY LEAVING PROJECT | QTY RECEIVED@BB YARD |
|---|----------|---------------------|----------------------|
| GUARDRAIL (Includes End treatments & crash cushions) | LF | _____ | _____ |
| STEEL POSTS | EACH | _____ | _____ |
| STEEL BLOCKS | EACH | _____ | _____ |
| WOOD OFFSET BLOCKS | EACH | _____ | _____ |
| BACK UP PLATES | EACH | _____ | _____ |
| CRASH CUSHION | EACH | _____ | _____ |
| NUTS, BOLTS, WASHERS | BAG/BCKT | _____ | _____ |
| DAMAGED RAIL TO MAINT. FACILITY | LF | _____ | _____ |
| DAMAGED POSTS TO MAINT. FACILITY | EACH | _____ | _____ |

***Required Signatures before Leaving Project Site**

Printed Section Engineer’s Representative_____ & Date_____

Signature Section Engineer’s Representative_____ & Date_____

Printed Contractor’s Representative_____ & Date_____

Signature Contractor’s Representative_____ & Date_____

***Required Signatures after Arrival at Bailey Bridge Yard (All material on truck must be counted & the quantity received column completed before signatures)**

Printed Bailey Bridge Yard Representative_____ & Date_____

Signature Bailey Bridge Yard Representative_____ & Date_____

Printed Contractor’s Representative_____ & Date_____

Signature Contractor’s Representative_____ & Date_____

**Payment for the bid item remove guardrail will be based upon the quantities shown in the Bailey Bridge Yard received column. Payment will not be made for guardrail removal until the guardrail verification sheets are electronically submitted to the Section Engineer by the Bailey Bridge Yard Representative.

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 BARCODE LABEL ON PERMANENT SIGNS

1.0 DESCRIPTION. Install barcode label on sheeting signs. Section references herein are to the Department’s Standard Specifications for Road and Bridge Construction, current edition.

2.0 MATERIALS. The Department will provide the Contractor with a 2 inch x 1 inch foil barcode label for each permanent sheeting sign. A unique number will be assigned to each barcode label.

The Contractor shall contact the Operations and Pavement Management Branch in the Division of Maintenance at (502) 564-4556 to obtain the barcode labels.

3.0 CONSTRUCTION. Apply foil barcode label in the lower right quadrant of the sign back. Signs where the bottom edge is not parallel to the ground, the lowest corner of the sign shall serve as the location to place the barcode label. The barcode label shall be placed no less than one-inch and no more than three inches from any edge of the sign. The barcode must be placed so that the sign post does not cover the barcode label.

Barcodes shall be applied in an indoor setting with a minimum air temperature of 50°F or higher. Prior to application of the barcode label, the back of the sign must be clean and free of dust, oil, etc. If the sign is not clean, an alcohol swab shall be used to clean the area. The area must be allowed to dry prior to placement of the barcode label.

Data for each sign shall include the barcode number, MUTCD reference number, sheeting manufacturer, sheeting type, manufacture date, color of primary reflective surface, installation date, latitude and longitude using the North American Datum of 1983 (NAD83) or the State Plane Coordinates using an x and y ordinate of the installed location.

Data should be provided electronically on the TC 71-229 Sign Details Information and TC 71-230 Sign Assembly Information forms. The Contractor may choose to present the data in a different format provided that the information submitted to the Department is equivalent to the information required on the Department TC forms. The forms must be submitted in electronic format regardless of which type of form is used. The Department will not accept PDF or handwritten forms. These completed forms must be submitted to the Department prior to final inspection of the signs. The Department will not issue formal acceptance for the project until the TC 71-229 and TC-230 electronic forms are completed for all signs and sign assemblies on the project.

4.0 MEASUREMENT. The Department will measure all work required for the installation of the barcode label and all work associated with completion and submission of the sign inventory data (TC 71-229 and TC 71-230).

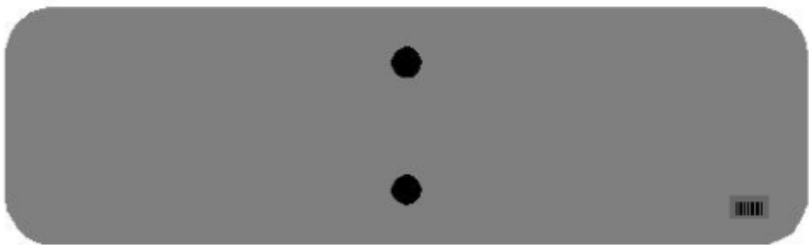
The installation of the permanent sign will be measured in accordance to Section 715.

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

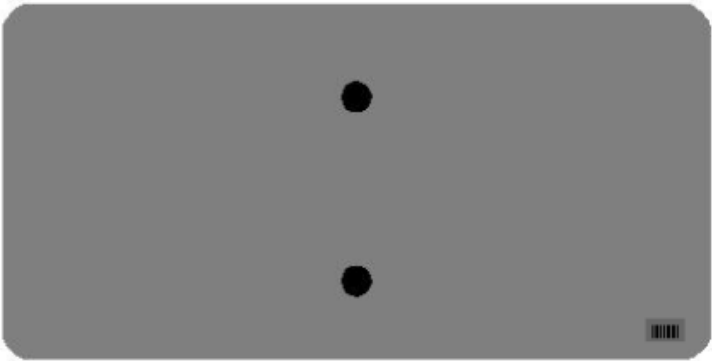
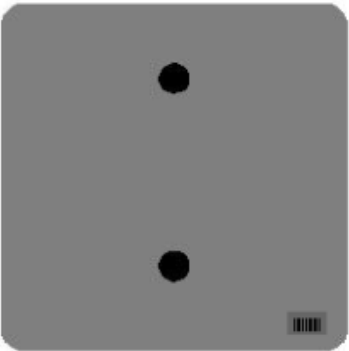
| <u>Code</u> | <u>Pay Item</u> | <u>Pay Unit</u> |
|-------------|------------------------|-----------------|
| 24631EC | Barcode Sign Inventory | Each |

The Department will not make payment for this item until all barcodes are installed and sign inventory is complete on every permanent sign installed on the project. The Department will make payment for installation of the permanent sign in accordance to Section 715. The Department will consider payment as full compensation for all work required under this special note.

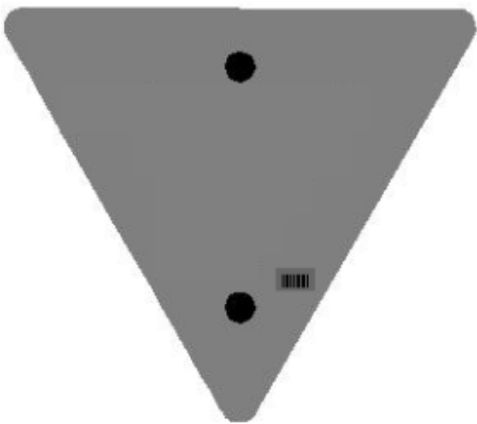
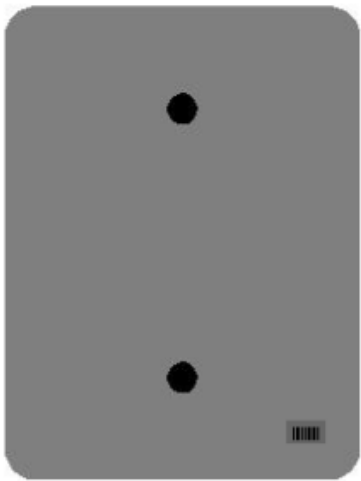
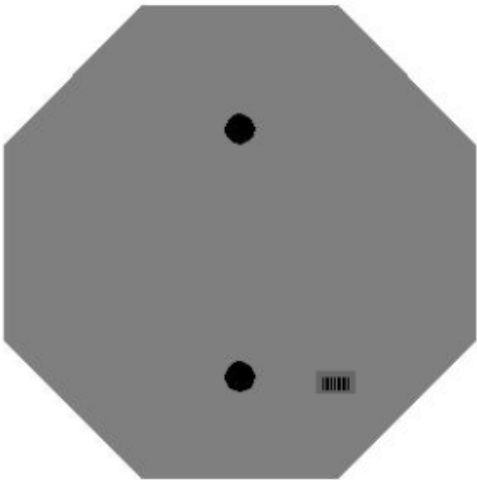
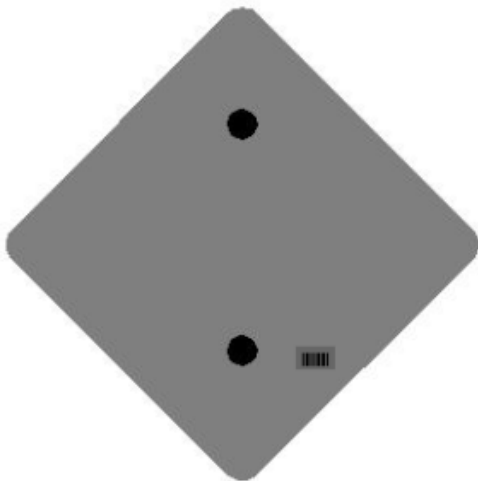
One Sign Post



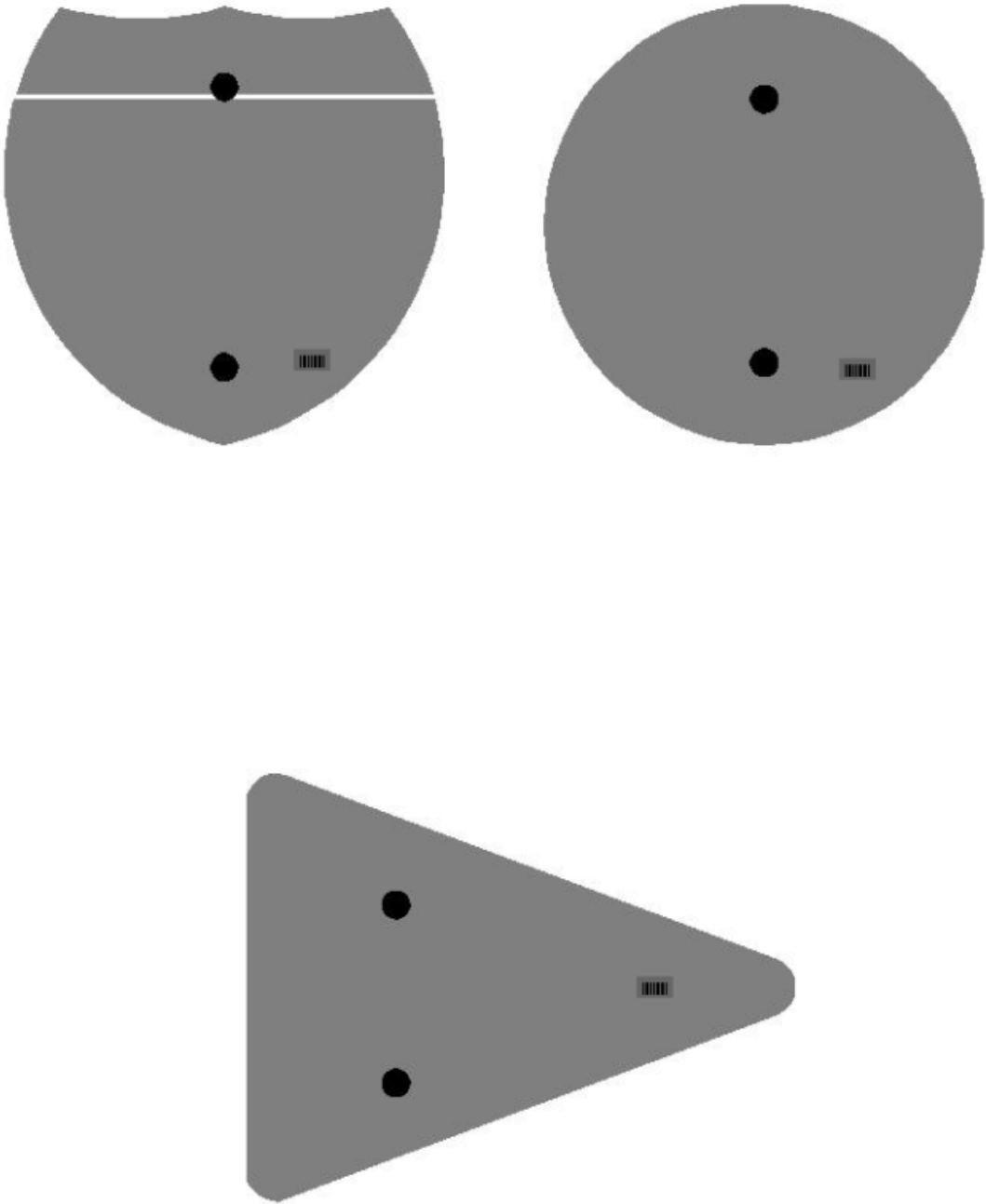
↑
2" Wide Post



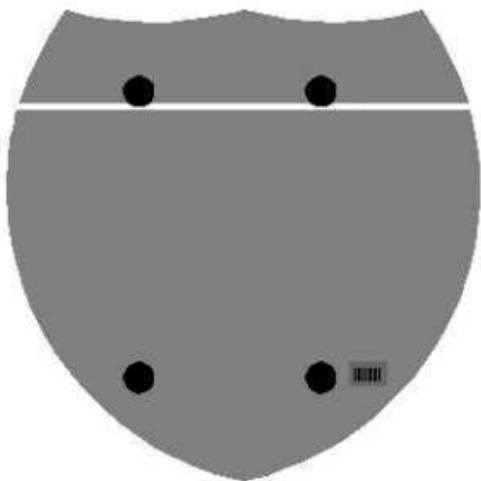
One Sign Post



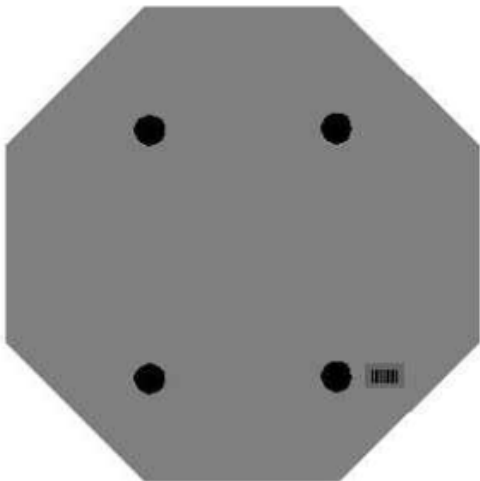
One Sign Post



Double Sign Post

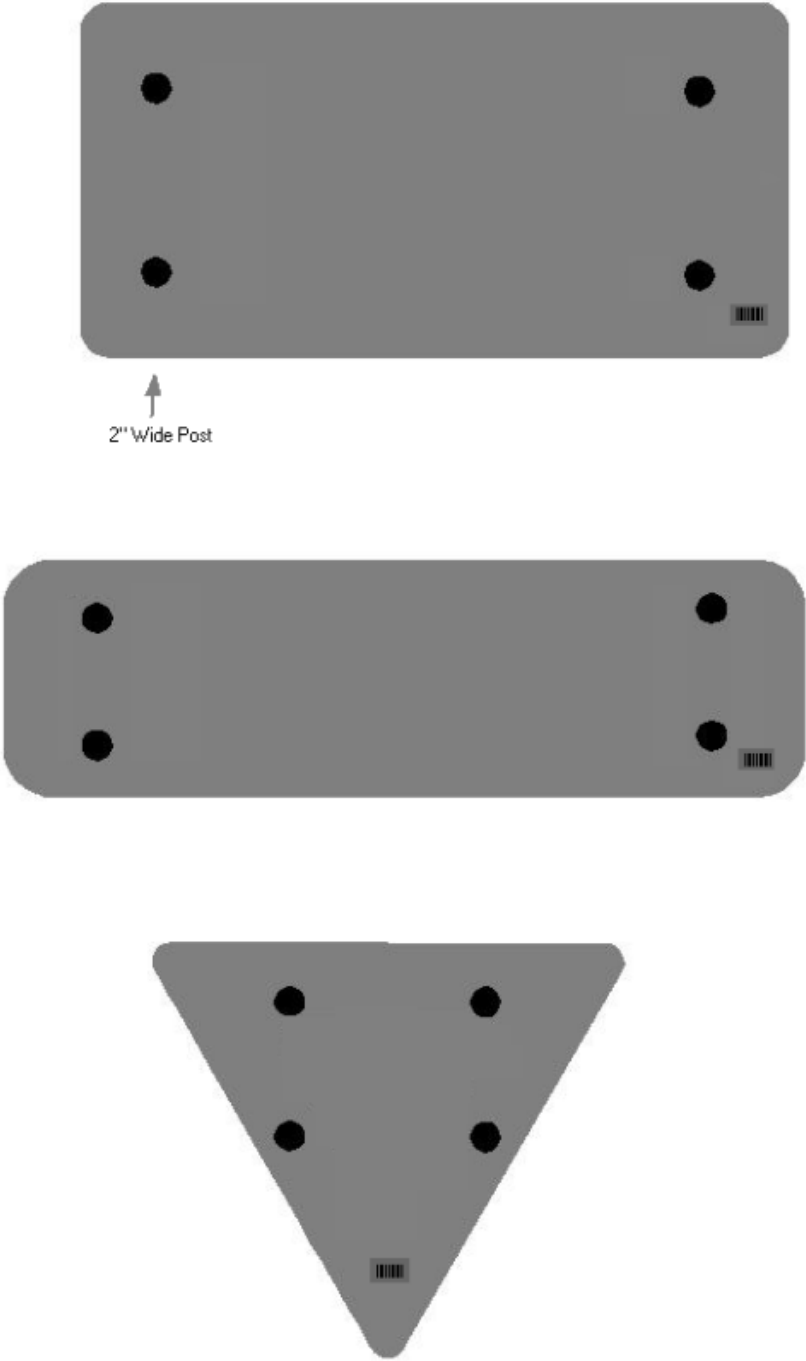


Interstate
Shield



48" Stop

2 Post Signs



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.

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 contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<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.

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.

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: KY20220039 06/10/2022

Superseded General Decision Number: KY20210039

State: Kentucky

Construction Type: Highway

Counties: Boone, Campbell, Kenton and Pendleton Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(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">. Executive Order 14026 generally applies to the contract.. 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. |
| 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">. Executive Order 13658 generally applies to the contract.. 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. |

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 | 02/11/2022 |
| 2 | 02/25/2022 |
| 3 | 06/10/2022 |

BRKY0002-005 06/01/2021

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 30.87 | 15.87 |

BROH0001-005 06/01/2021

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 29.57 | 14.75 |

CARP0698-001 06/01/2021

BOONE, CAMPBELL, KENTON & PENDLETON COUNTIES:

| | Rates | Fringes |
|--------------------------------|----------|---------|
| Carpenter & Piledrivermen..... | \$ 27.70 | 20.23 |
| Diver..... | \$ 40.58 | 9.69 |

ELEC0212-007 06/07/2021

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 32.32 | 19.85 |

ELEC0212-013 11/25/2019

| | Rates | Fringes |
|--|----------|---------|
| Sound & Communication Technician..... | \$ 24.35 | 12.09 |

ENGI0018-013 05/01/2019

| | Rates | Fringes |
|--------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR | | |
| GROUP 1..... | \$ 37.39 | 14.95 |
| GROUP 2..... | \$ 37.27 | 14.95 |
| GROUP 3..... | \$ 36.23 | 14.95 |
| GROUP 4..... | \$ 35.05 | 14.95 |
| GROUP 5..... | \$ 29.59 | 14.95 |
| GROUP 6..... | \$ 37.64 | 14.95 |
| GROUP 7..... | \$ 37.89 | 14.95 |

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or

Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; & Wheel Excavator

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 500,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); & Vermeer type Concrete Saw

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); & Welding Machines

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway) except Masonry); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift (highway); Form Trencher; Hydro Hammer; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); & Vibratory Compactor with Integral Power

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Masonry Fork Lift; Oil Heater (asphalt plant); Oiler; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; & VAC/ALLS

GROUP 6 - Master Mechanic & Boom from 150 to 180

GROUP 7 - Boom from 180 and over

* IRON0044-008 06/01/2022

| | Rates | Fringes |
|--------------------|----------|---------|
| Ironworkers: | | |
| Fence Erector..... | \$ 30.28 | 22.30 |
| Structural..... | \$ 31.87 | 22.30 |

* IRON0044-018 06/01/2022

| | Rates | Fringes |
|------------------------------|----------|---------|
| IRONWORKER, REINFORCING..... | \$ 32.37 | 22.30 |

LAB00189-004 07/01/2021

PENDLETON COUNTY:

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| GROUP 1..... | \$ 23.51 | 16.22 |
| GROUP 2..... | \$ 23.76 | 16.22 |
| GROUP 3..... | \$ 23.81 | 16.22 |
| GROUP 4..... | \$ 24.41 | 16.22 |

LABORERS CLASSIFICATIONS

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

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

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

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

LABO0265-009 05/01/2018

BOONE, CAMPBELL & KENTON COUNTIES:

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| GROUP 1..... | \$ 30.62 | 10.95 |
| GROUP 2..... | \$ 30.79 | 10.95 |
| GROUP 3..... | \$ 31.12 | 10.95 |
| GROUP 4..... | \$ 31.57 | 10.95 |

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing
Applicator; Dump Man (Batch Truck); Guardrail and Fence
Installer; Joint Setter; Laborer (Construction); Landscape
Laborer; Highway Lighting Worker; Signalization Worker;
Mesh Handlers & Placer; Right-of-way Laborer; Riprap
Laborer & Grouter; Scaffold Erector; Seal Coating; Surface
Treatment or Road Mix Laborer; Sign Installer; Slurry Seal;
Utility Man; Bridge Man; Handyman; Waterproofing Laborer;
Flagperson; Hazardous Waste (level D); Diver Tender; Zone
Person & Traffic Control

GROUP 2 - Skid Steer; Asphalt Raker; Concrete Puddler; Kettle
Man (Pipeline); Machine Driven Tools (Gas, Electric, Air);
Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or
Power Wheelbarrow; Sheeting & Shoring Man; Surface Grinder
Man; Plastic Fusing Machine Operator; Pug Mill Operator; &
Vacuum Devices (wet or dry); Rodding Machine Operator;
Diver; Screwman or Paver; Screed Person; Water Blast, Hand
Held Wand; Pumps 4" & Under (Gas, Air or Electric) &
Hazardous Waste (level C); Air Track and Wagon Drill;
Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw
Person; Cutting with Burning Torch; Form Setter; Hand
Spiker (Railroad); Pipelayer; Tunnel Laborer (without air)
& Caisson; Underground Person (working in Sewer and
Waterline, Cleaning, Repairing & Reconditioning);
Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander;
Wrencher (Mechanical Joints & Utility Pipeline); Yarnier;
Hazardous Waste (level A); Concrete Specialist; Concrete
Crew in Tunnels (With Air-pressurized - \$1.00 premium);
Curb Setter & Cutter; Grade Checker; Utility Pipeline
Tapper; Waterline; and Caulker

GROUP 4 - Miner; & Gunitite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID
THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS
SIGNALING.

PAIN0012-016 05/01/2015

| | Rates | Fringes |
|---|----------|---------|
| PAINTER | | |
| Bridge..... | \$ 24.39 | 9.06 |
| Bridge Equipment Tender and Containment Builder..... | \$ 20.73 | 9.06 |
| Brush & Roller..... | \$ 23.39 | 9.06 |
| Sandblasting & Water Blasting..... | \$ 24.14 | 9.06 |
| Spray..... | \$ 23.89 | 9.06 |

PLUM0392-008 06/01/2018

| | Rates | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 32.01 | 19.67 |

SUKY2010-161 02/05/1996

| | Rates | Fringes |
|----------------|----------|---------|
| Truck drivers: | | |
| GROUP 1..... | \$ 15.85 | 4.60 |
| GROUP 2..... | \$ 16.29 | 4.60 |

TRUCK DRIVER CLASSIFICATIONS

- GROUP 1 - Driver
- GROUP 2 - Euclid Wagon; End Dump; Lowboy; Heavy Duty
Equipment; Tractor-Trailer Combination; & Drag

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)).

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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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:

| GOALS FOR MINORITY PARTICIPATION IN EACH TRADE | GOALS FOR FEMALE PARTICIPATION IN EACH TRADE |
|---|---|
| 11.0% | 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 Kenton County.

PART IV

INSURANCE

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

PART V

BID ITEMS

Report Date 7/20/22

Section: 0001 - PAVING

| LINE | BID CODE | ALT | DESCRIPTION | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|--|----------|------|-----------|----|--------|
| 0010 | 00001 | | DGA BASE | 9.00 | TON | | \$ | |
| 0020 | 00212 | | CL2 ASPH BASE 1.00D PG64-22 | 246.00 | TON | | \$ | |
| 0030 | 00263 | | ASPHALT MIX FOR PAVEMENT WEDGE | 1.00 | TON | | \$ | |
| 0040 | 00301 | | CL2 ASPH SURF 0.38D PG64-22 | 36.00 | TON | | \$ | |
| 0050 | 24970EC | | ASPHALT MATERIAL FOR TACK NON-TRACKING | .80 | TON | | \$ | |

Section: 0002 - ROADWAY

| LINE | BID CODE | ALT | DESCRIPTION | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|---|----------|------|-----------|----|--------|
| 0060 | 02101 | | CEM CONC ENT PAVEMENT-8 IN | 66.00 | SQYD | | \$ | |
| 0070 | 02159 | | TEMP DITCH | 92.00 | LF | | \$ | |
| 0080 | 02160 | | CLEAN TEMP DITCH | 46.00 | LF | | \$ | |
| 0090 | 02230 | | EMBANKMENT IN PLACE | 1,280.00 | CUYD | | \$ | |
| 0100 | 02237 | | DITCHING | 1,800.00 | LF | | \$ | |
| 0110 | 02259 | | FENCE-TEMP | 525.00 | LF | | \$ | |
| 0120 | 02267 | | REMOVE & RESET FENCE | 525.00 | LF | | \$ | |
| 0130 | 02353 | | INSTALL GUARDRAIL-STEEL W BM-S FACE | 720.00 | LF | | \$ | |
| 0140 | 02381 | | REMOVE GUARDRAIL | 500.00 | LF | | \$ | |
| 0150 | 02391 | | GUARDRAIL END TREATMENT TYPE 4A | 1.00 | EACH | | \$ | |
| 0160 | 02396 | | REMOVE GUARDRAIL END TREATMENT | 6.00 | EACH | | \$ | |
| 0170 | 02429 | | RIGHT-OF-WAY MONUMENT TYPE 1 | 2.00 | EACH | | \$ | |
| 0180 | 02432 | | WITNESS POST | 3.00 | EACH | | \$ | |
| 0190 | 02460 | | REMOVE TREES OR STUMPS | 30.00 | EACH | | \$ | |
| 0200 | 02545 | | CLEARING AND GRUBBING 1.8 ACRES | 1.00 | LS | | \$ | |
| 0210 | 02585 | | EDGE KEY | 164.00 | LF | | \$ | |
| 0220 | 02650 | | MAINTAIN & CONTROL TRAFFIC | 1.00 | LS | | \$ | |
| 0230 | 02650 | | MAINTAIN & CONTROL TRAFFIC (KENTON KY 177) | 1.00 | LS | | \$ | |
| 0240 | 02653 | | LANE CLOSURE | 2.00 | EACH | | \$ | |
| 0250 | 02701 | | TEMP SILT FENCE | 92.00 | LF | | \$ | |
| 0260 | 02703 | | SILT TRAP TYPE A | 1.00 | EACH | | \$ | |
| 0270 | 02704 | | SILT TRAP TYPE B | 1.00 | EACH | | \$ | |
| 0280 | 02705 | | SILT TRAP TYPE C | 1.00 | EACH | | \$ | |
| 0290 | 02707 | | CLEAN SILT TRAP TYPE B | 2.00 | EACH | | \$ | |
| 0300 | 02708 | | CLEAN SILT TRAP TYPE C | 1.00 | EACH | | \$ | |
| 0310 | 02714 | | SHOULDERING | 1,550.00 | LF | | \$ | |
| 0320 | 02726 | | STAKING | 1.00 | LS | | \$ | |
| 0330 | 02726 | | STAKING (KENTON KY 177) | 1.00 | LS | | \$ | |
| 0340 | 03269 | | TRIM & REMOVE TREES & BRUSH | 1,700.00 | LF | | \$ | |
| 0350 | 03271 | | TREE TRIMMING | 20.00 | LF | | \$ | |
| 0360 | 05950 | | EROSION CONTROL BLANKET | 2,350.00 | SQYD | | \$ | |
| 0370 | 05952 | | TEMP MULCH | 1,440.00 | SQYD | | \$ | |
| 0380 | 05953 | | TEMP SEEDING AND PROTECTION | 1,380.00 | SQYD | | \$ | |
| 0390 | 05963 | | INITIAL FERTILIZER | 1.01 | TON | | \$ | |

Report Date 7/20/22

| LINE | BID CODE | ALT | DESCRIPTION | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|-------------------------------------|----------|------|-----------|----|--------|
| 0400 | 05964 | | MAINTENANCE FERTILIZER | 1.02 | TON | | \$ | |
| 0410 | 05985 | | SEEDING AND PROTECTION | 1,440.00 | SQYD | | \$ | |
| 0420 | 05992 | | AGRICULTURAL LIMESTONE | .20 | TON | | \$ | |
| 0430 | 06510 | | PAVE STRIPING-TEMP PAINT-4 IN | 740.00 | LF | | \$ | |
| 0440 | 06514 | | PAVE STRIPING-PERM PAINT-4 IN | 3,480.00 | LF | | \$ | |
| 0450 | 06568 | | PAVE MARKING-THERMO STOP BAR-24IN | 26.00 | LF | | \$ | |
| 0460 | 20205EC | | PAVE MARK STOP BAR-24 IN PAINT | 115.00 | LF | | \$ | |
| 0470 | 20208NC | | PAVE MARK-PAINT ARROWS | 1.00 | EACH | | \$ | |
| 0480 | 20430ED | | SAW CUT | 45.00 | LF | | \$ | |
| 0490 | 23055N | | REMOVE STONE COLUMN RT. STA 8+53 | 1.00 | LS | | \$ | |

Section: 0003 - DRAINAGE

| LINE | BID CODE | ALT | DESCRIPTION | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|------------------------------------|----------|------|-----------|----|----------|
| 0500 | 00439 | | ENTRANCE PIPE-12 IN | 28.00 | LF | | \$ | |
| 0510 | 00440 | | ENTRANCE PIPE-15 IN | 124.00 | LF | | \$ | |
| 0520 | 00522 | | STORM SEWER PIPE-18 IN | 52.00 | LF | | \$ | |
| 0530 | 01310 | | REMOVE PIPE | 120.00 | LF | | \$ | |
| 0540 | 01450 | | S & F BOX INLET-OUTLET-18 IN | 3.00 | EACH | | \$ | |
| 0550 | 02159 | | TEMP DITCH | 1,400.00 | LF | | \$ | |
| 0560 | 02160 | | CLEAN TEMP DITCH | 700.00 | LF | | \$ | |
| 0570 | 02483 | | CHANNEL LINING CLASS II | 20.00 | TON | | \$ | |
| 0580 | 02607 | | FABRIC-GEOTEXTILE CLASS 2 FOR PIPE | 180.00 | SQYD | \$2.00 | \$ | \$360.00 |
| 0590 | 02701 | | TEMP SILT FENCE | 1,400.00 | LF | | \$ | |
| 0600 | 02704 | | SILT TRAP TYPE B | 6.00 | EACH | | \$ | |
| 0610 | 02705 | | SILT TRAP TYPE C | 6.00 | EACH | | \$ | |
| 0620 | 02707 | | CLEAN SILT TRAP TYPE B | 6.00 | EACH | | \$ | |
| 0630 | 02708 | | CLEAN SILT TRAP TYPE C | 6.00 | EACH | | \$ | |
| 0640 | 03262 | | CLEAN PIPE STRUCTURE | 3.00 | EACH | | \$ | |
| 0650 | 05950 | | EROSION CONTROL BLANKET | 120.00 | SQYD | | \$ | |
| 0660 | 23952EC | | DRAINAGE JUNCTION BOX TY B | 1.00 | EACH | | \$ | |

Section: 0004 - SIGNING

| LINE | BID CODE | ALT | DESCRIPTION | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|---------------------------------|----------|------|-----------|----|--------|
| 0670 | 06406 | | SBM ALUM SHEET SIGNS .080 IN | 91.00 | SQFT | | \$ | |
| 0680 | 06407 | | SBM ALUM SHEET SIGNS .125 IN | 320.00 | SQFT | | \$ | |
| 0690 | 06410 | | STEEL POST TYPE 1 | 250.00 | LF | | \$ | |
| 0700 | 06490 | | CLASS A CONCRETE FOR SIGNS | 1.07 | CUYD | | \$ | |
| 0710 | 21134ND | | REMOVE-STORE AND REINSTALL SIGN | 1.00 | EACH | | \$ | |
| 0720 | 21373ND | | REMOVE SIGN | 2.00 | EACH | | \$ | |
| 0730 | 21596ND | | GMSS TYPE D | 4.00 | EACH | | \$ | |
| 0740 | 24631EC | | BARCODE SIGN INVENTORY | 20.00 | EACH | | \$ | |

Section: 0005 - SIGNALIZATION

Report Date 7/20/22

| LINE | BID CODE | ALT | DESCRIPTION | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|------------|-----|----------------------------------|----------|------|-----------|----|--------|
| 0750 | 04792 | | CONDUIT-1 IN | 40.00 | LF | | \$ | |
| 0760 | 04795 | | CONDUIT-2 IN | 110.00 | LF | | \$ | |
| 0770 | 04811 | | ELECTRICAL JUNCTION BOX TYPE B | 7.00 | EACH | | \$ | |
| 0780 | 04820 | | TRENCHING AND BACKFILLING | 1,600.00 | LF | | \$ | |
| 0790 | 04830 | | LOOP WIRE | 852.00 | LF | | \$ | |
| 0800 | 04844 | | CABLE-NO. 14/5C | 1,860.00 | LF | | \$ | |
| 0810 | 04850 | | CABLE-NO. 14/1 PAIR | 1,880.00 | LF | | \$ | |
| 0820 | 04895 | | LOOP SAW SLOT AND FILL | 352.00 | LF | | \$ | |
| 0830 | 20390NS835 | | INSTALL COORDINATING UNIT | 1.00 | EACH | | \$ | |
| 0840 | 20391NS835 | | ELECTRICAL JUNCTION BOX TYPE A | 1.00 | EACH | | \$ | |
| 0850 | 20408ES835 | | INSTALL LED BEACON-12 IN | 8.00 | EACH | | \$ | |
| 0860 | 21543EN | | BORE AND JACK CONDUIT | 110.00 | LF | | \$ | |
| 0870 | 24900EC | | PVC CONDUIT-1 1/4 IN-SCHEDULE 80 | 1,600.00 | LF | | \$ | |
| 0880 | 24901EC | | PVC CONDUIT-2 IN-SCHEDULE 80 | 60.00 | LF | | \$ | |
| 0890 | 24908EC | | INSTALL SIGNAL CONTROLLER-TY ATC | 1.00 | EACH | | \$ | |
| 0900 | 24955ED | | REMOVE SIGNAL EQUIPMENT | 1.00 | EACH | | \$ | |

Section: 0006 - WATERLINE

| LINE | BID CODE | ALT | DESCRIPTION | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|----------------------------|----------|------|-----------|----|--------|
| 0910 | 14020 | | W FIRE HYDRANT RELOCATE | 4.00 | EACH | | \$ | |
| 0920 | 14112 | | W VALVE ANCHOR EXISTING | 4.00 | EACH | | \$ | |
| 0930 | 14513 | | W MAIN POINT RELOCATE INST | 3.00 | EACH | | \$ | |

Section: 0007 - DEMOBILIZATION

| LINE | BID CODE | ALT | DESCRIPTION | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|----------------|----------|------|-----------|----|--------|
| 0940 | 02569 | | DEMOBILIZATION | 1.00 | LS | | \$ | |