CALL NO. 319

CONTRACT ID. 101034

PIKE COUNTY

FED/STATE PROJECT NUMBER JL03 098 3218 000-001

DESCRIPTION AIRPORT ACCESS ROAD (KY 3218)

WORK TYPE GRADE & DRAIN WITH ASPHALT SURFACE

PRIMARY COMPLETION DATE 249 WORKING DAYS

LETTING DATE: August 27, 2010

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME August 27, 2010. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

ROAD PLANS

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

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PART I

SCOPE OF WORK

CONTRACT ID - 101034 ADMINISTRATIVE DISTRICT - 12

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - PIKE PCN - DE09832181034
JL03 098 3218 000-001
AIRPORT ACCESS ROAD (KY 3218) IMPROVE AIRPORT ACCESS ROAD FROM KY 2061. GRADE & DRAIN WITH ASPHALT SURFACE. SYP NO. 12-08500.00.
GEOGRAPHIC COORDINATES LATITUDE 37^33'36" LONGITUDE 82^33'30"

COMPLETION DATE(S):
249 WORKING DAYS
APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

Bidder must use the Department's Expedite Bidding Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. (www.transportation.ky.gov/contract)

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 is advised that the Underground Facility Damage Protection Act of 1994, became law January 1, 1995. It is the contractor's responsibility to determine the impact of the act regarding this project, and take all steps necessary to be in compliance with the provision of the act.

07/01/2010

ASPHALT MIXTURE

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

DGA BASE

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

DGA BASE FOR SHOULDERS

The rate of application shall be estimated at 115 lbs/sy per inch of depth. Payment for necessary grading and/or shaping of existing shoulders prior to placing of Dense Graded Aggregate Base shall be included in the unit price bid per ton for Dense Graded Aggregate Base.

INCIDENTAL SURFACING

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

ASPHALT PAVEMENT RIDE QUALITY

Pavement Rideability Requirements shall apply on this project in accordance with Section 410 of the current Standard Specifications.

FUEL AND ASPHALT PAY ADJUSTMENT

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

OPTION A

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

AGREEMENT BETWEEN

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
AND
PIKEVILLE/PIKE COUNTY AIRPORT BOARD

THIS BLASTING WAIVER AND CONSTRUCTION ACTIVITY AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the **"Department,"** and the Pikeville/Pike County Airport Board, P.O. Box 3353, Pikeville, KY 41502, hereinafter referred to as the "**Board**".

WITNESSETH:

WHEREAS, the **Department** desires to construct various improvements intended to extend KY 3218 to intersect with existing KY 2061 in the vicinity of the Pike County Airport, referenced as Item Number 12-8500.00 in the current Kentucky Highway Plan, which shall hereinafter be referred to as the **"Project"**; and

Whereas, the Airport maintains an airfield, known as Hatcher Field, with associated buildings and other facilities necessary for the operation thereof, including but not limited to a main runway, a terminal building, T-hangars and other hangars, fuel tanks, lighting, ILS landing system, protective fencing and surrounding real property, hereinafter referred to as "Airport Facilities"; and

Whereas, other entities and/or governmental agencies have facilities and structural improvements on the premises of the Airport, hereinafter referred to as "Third Party Facilities" and,

Whereas, the **Department** and the **Airport** now desire to enter into this Blasting Waiver and Construction Activity Agreement to address the road construction activities of the Department in the vicinity of the Airport Facilities and the Third Party Facilities.

Now, therefore, for and in consideration of the mutual covenants and conditions contained herein, the **Department** and the **Airport** do now hereby agree as follows:

To facilitate the road construction activities of the **Department** in the vicinity of the Airport Facilities and the Third Party Facilities, and to the extent required by the Kentucky Revised Statutes and all applicable rules and regulations, the **Airport** does hereby grant to the **Department** a Blasting Waiver, such that the **Department**, or its contractors, may conduct blasting operations in the vicinity of the Airport Facilities, conditioned upon the **Department** or its contractors not exceeding a peak particle velocity of two (2) inches per second with regard to such blasting operations.

The term of this Agreement shall commence as of the date hereof and shall end eighteen (18) months from and after the date that the **Department** commences blasting operations on the subject **Project**.

Notwithstanding the Blasting Waiver and Construction Activity Agreement and rights granted hereby, the **Department** agrees to indemnify, defend and save the **Airport** and its officers, directors and employees harmless from any and all liability, costs or expenses (including reasonable attorney fees and other litigation expenses) due to any damage to the Airport Facilities or the Third Party Facilities or any damages or injuries sustained by an **Airport** employee or any third party(ies) to the extent caused by the blasting operations or road construction activities. In addition, the **Department** shall require that all Contractors engaged by the **Department** maintain general liability insurance with limits of not less than (i) $5,000,000.00 per occurrence for damages to any property, including, but not limited to the Airport Facilities or the Third Party Facilities; and (ii) $5,000,000.00 per occurrence for injuries, or death resulting therefrom, to any person. The Airport and its officers, directors and employees shall be named as additional insured parties on the liability insurance policies of all such Contractors; and such Contractors shall provide a Certificate of Insurance to the Airport upon the award and execution of any/all contracts by and between the **Department** and such Contractors and at each annual renewal date of such insurance to evidence that such insurance is in effect. All liability insurance policies of such Contractors shall be with carriers having a Best rating of at least A-7. None of such insurance, nor the Certificate of Insurance relating thereto, shall be cancelled under any conditions without such Contractors or its insurance carrier providing thirty (30) days prior written notice to the Airport.

The **Department** and its contractors shall strictly adhere to the blasting plan and schedule and agrees not to conduct any blasting operations at any times other than at approved times. The parties hereto recognize and agree that a copy of such blasting plan and schedule is attached hereto, made a part hereof and marked for identification as Exhibit A. During the conduct of its blasting operations and construction activities in the vicinity of any of the Airport Facilities and/or Third Party Facilities, the **Department** covenants and agrees, in addition to the requirements in Exhibit A, to comply with the standards and requirements set forth in Exhibit B, "Kentucky Department of Highways Blast Plan Update" and the standards and requirements set forth in Exhibit C, "Kentucky Department of Highways Airport Communication Plan", all of which Exhibits are incorporated herein and made a part hereof. In the event of any inconsistencies or conflicts in the provisions set forth in Exhibit A with the provisions set forth in Exhibits B & C, the provisions set forth in Exhibits B & C shall control. The **Department** and the **Airport** understand and agree that the primary and only official person authorized to speak for the **Department** with regard to the coordination of blasting activities with the **Airport** is the Section Engineer for the road construction activities in question. Prior to the commencement of road construction activities, the **Department** shall notify the **Airport** of the identity of the Project Inspector who will act as an agent for the Section Engineer concerning the coordination of all blasting and road construction activities. Furthermore, should such Project Inspector be replaced and/or changed for any reason, the **Department** shall notify the **Airport** of the identity of the replacement employee who assumes such responsibilities prior to the detonation of any further blasts.

If and when requested by the **Airport**, the **Department** agrees to make available to the **Airport** for copying and inspection any and all blasting logs and seismograph readings, videos or other materials that relate to, or that are prepared for, blasting operations by the **Department** or its contractors in the general vicinity of any of the Airport Facilities and/or Third Party Facilities.

This Blasting Waiver and Construction Activity Agreement is deemed to be made under the laws of the Commonwealth of Kentucky for all purposes, including interpretation, performance and enforcement and shall be construed in accordance with the laws of such state, without giving effect to the principles of conflict of laws.

This Blasting Waiver and Construction Activity Agreement and the attachments hereto constitute the complete and final expression of the Agreement between the **Department** and the **Airport** relating to the subject matter hereof. This Blasting Waiver and Construction Activity Agreement supersedes all prior negotiations, proposals and agreements, either oral or written between the parties, and shall govern all transactions, rights, duties and remedies between the parties under this Blasting Waiver and Construction Activity Agreement. The person signing this Blasting Waiver and Construction Activity Agreement represents and confirms that the Board of Directors of the Airport have reviewed and approved this Blasting Waiver and Construction Activity Agreement at a regularly scheduled meeting of the Airport Board and have given written authorization to the undersigned to execute and deliver this Blasting Waiver and Construction Activity Agreement.

In the event that the **Department** or any Contractor of the Department shall fail or default in any of the terms of this Agreement and/or the terms of Exhibits A, B and C, then in such event this Agreement may be cancelled immediately by the Airport and such Agreement shall be null and void and of no further force and effect thereafter. Any cancellation hereunder shall be by written notice and shall be served by certified mail return receipt requested to the **Department** at the address set forth hereinbefore.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have caused this Blasting Waiver and Construction Activity Agreement to be executed as of the day and year first above written.

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS

By:_____

Its:_____

THE PIKEVILLE/PIKE COUNTY
AIRPORT

By: William Hickman

Its: Chairman

COMONWEALTH OF KENTUCKY

COUNTY OF Pike

I, the undersigned, a Notary Public, in and for said State and County aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is as the _____of the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said **Department** and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2009.

_____
Notary Public

My Commission Expires:_____

COMMONWEALTH OF KENTUCKY

COUNTY OF PIKE

I, the undersigned, a Notary Public, in and for said State and County aforesaid, do hereby certify that Bill Hickman, personally known to me to be the same person whose name is as the Chairman of the Pikeville/Pike County Airport Board, a statutory Kentucky corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said entity and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of July, 2010.

Notary Public

My Commission Expires: Jan 20, 2014

Exhibit A

A copy of the blasting schedule will be posted at the airport in an area where it will be readily seen by pilots.

When blasting for the road construction project, special precautions will be undertaken to ensure the blasting operation will not adversely impact the airport, other facilities, or any motorists or pedestrians. Prior to blasting the certified blaster will ensure that all personnel working at these facilities are moved to a safe place.

The affected facilities will be notified at least thirty (30) days prior to blasting, that blasting will occur within ½ mile of their facility. Prior to blasting within ½ mile of the airport, a communication plan will be established between the airport and the Department for notification of when blasting will occur within ½ mile of the airport.

The communication plan will include at a minimum the following: Thirty (30) minutes prior to blasting the certified blaster, by verbal phone communication, will notify the **Airport** person/dispatcher that is responsible for scheduling planes, departures or landings, of any blasting that will occur and then will notify them no later than fifteen minutes (15) after the blast for clearance to enter. The dispatcher will then contact the airport to hold the plane(s) until blasting has been conducted and clearance has been given.

Prior to detonation of all blasts related to the road construction project, a certified blaster will inspect the blast site and adjacent area to look for any unconsolidated material, loose or hanging rocks, mud seams, changes in rock strata, or any other conditions that may affect the shot. The blaster will also inquire of the driller if any abnormalities or inconsistencies were encountered in the area when it was drilled. Sufficient stemming, burden and spacing will be used to insure that fly rock is controlled.

At the time of blasting if a plane is in operation that is within 1000 feet of the proposed blast area, all operations will be ceased during blasting and will not resume until the all-clear signal has been given.

Exhibit B
Kentucky Department of Highways Blast Plan Update

The following are restrictions as submitted by the Department to ensure safe blasting operations and procedures on the referenced highway construction project.

The below proposed restrictions provide a maximum safety factor to prevent both fly rock and any other blasting related adverse impacts to the public, the airport personnel and property, and flight traffic.

On all blasting for the road construction project, the Department agrees to:

- Limit drill hole size to 6 ¾ inch or less to ensure appropriate control of blasts.
- Blasting operations shall not exceed a peak particle velocity of two (2) inches per second.
- Ensure a foolproof line of communication between the Department/blaster and airport personnel. The Department/blaster must contact designated airport personnel to apprise them of all impending blasts and their approximate detonation timeline, and will have responsible construction personnel to aid airport personnel in ensuring clearing of terminal and runway areas including the airspace within the aforementioned prescribed flight line prior to the blast.
- There will be a written agreement signed by both airport personnel and the Department that clearly sets out the communication and cooperation plan between both parties. This plan will be clear and comprehensive in nature, and will address at a minimum the following procedures: a) Initial communication of an upcoming blast to the airport and coordination by both parties in clearing the blast area, airport runway, prescribed flight line and any necessary road blockages, b) primary, secondary, and tertiary foolproof blast communication plans between both parties from start of 5 minute warning to the all clear signal and inspection of runway area.
- Blasts will be coordinated in such a way as to plan for blasting at 4:30 pm each day so that everyone involved has a knowledge and comfort zone on what to expect on a daily basis. **No blasts will be detonated at times of incoming or outgoing flights, or without a clear line of communication being present.** The blaster will not begin the 5 minute warning signal until clearance is obtained from airport personnel.
- Only in the event of an emergency shall a blast be detonated at a time other than the 4:30 pm target. An example of such an emergency would be a sudden electrical storm in the presence of a prepared and wired shot. In the event of such emergency, the blaster will inform the appropriate designated airport personnel as soon as possible to confirm that the blast area, airport runway and prescribed flight line is clear of all parties, and will keep the airport apprised of any significant changes immediately.
- The primary line of communication will be via cell phone, the secondary line will be via two-way radio, and the final backup plan will be that no blasting will occur unless secure communication is present for each blast.

- All blasting for the highway construction project will be videoed. The videos will be reviewed by the blaster to ensure proper control and to allow the blaster to make necessary adjustments to ensure proper blast efficiency and fly rock control. A copy of such videos will be made available for inspection by airport personnel and/or their designated representative(s) with reasonable notice.
- All roads within 1000 feet of blasting will be cleared, flagged, and blocked prior to detonation of the blast.

Exhibit C
Kentucky Department of Highways Airport Communication Plan

The following is a proposed communication plan for and between the Department and the Pikeville Airport Terminal. This proposal is regarding blasting operations to be conducted for road construction activities near airport property. This plan is to be signed by representatives of the Department and the Airport and strictly adhered to.

Communication Plan

Drilling and blasting operations will be planned and coordinated daily so as to be ready to blast between 4:30 pm and 5:00 pm, preferably as close to 4:30 pm as possible.

At 4:15 pm every day, regardless of whether a blast is planned, the job Foreman will call the airport operator via phone to notify of an impending blast or the absence thereof and to check for incoming planes. The job foreman will document the call. If the airport operation notifies the foreman that there is no incoming traffic, blast preparations will begin for firing the shot at 4:30 pm.

When the blaster notifies the foreman that he is ready for the 5 minute warning siren, the foreman will call the airport operator to notify him to close the runway. This will be documented.

The primary communication method for both airport and Department/contractor personnel will be by cell phone, with two way radios available as the secondary backup communication method. If the job foreman does not have confirmation that the airport is closed the 5 minute warning will not begin and no blast will take place until confirmation is received.

A constant open line of communication will be kept between Department/contractor personnel and airport personnel from the one (1) minute warning siren until the detonation of the blast to account for unforeseen last second emergencies.

After the shot is fired and the all clear signal is given, the foreman will call the airport operator to notify that the shot is cleared and document this also.

AGREEMENT BETWEEN

COMMONWEALTH OF KENTUCKY

TRANSPORTATION CABINET

DEPARTMENT OF HIGHWAYS

AND

PIKEVILLE/PIKE COUNTY AIRPORT BOARD

THIS BLASTING WAIVER AND CONSTRUCTION ACTIVITY AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the **"Department,"** and the Pikeville/Pike County Airport Board, P.O. Box 3353, Pikeville, KY 41502, hereinafter referred to as the "**Board**".

WITNESSETH:

WHEREAS, the **Department** desires to construct various improvements intended to extend KY 3218 to intersect with existing KY 2061 in the vicinity of the Pike County Airport, referenced as Item Number 12-8500.00 in the current Kentucky Highway Plan, which shall hereinafter be referred to as the **"Project"**; and

Whereas, the Airport maintains an airfield, known as Hatcher Field, with associated buildings and other facilities necessary for the operation thereof, including but not limited to a main runway, a terminal building, T-hangars and other hangars, fuel tanks, lighting, ILS landing system, protective fencing and surrounding real property, hereinafter referred to as "Airport Facilities"; and

Whereas, other entities and/or governmental agencies have facilities and structural improvements on the premises of the Airport, hereinafter referred to as "Third Party Facilities" and,

Whereas, the **Department** and the **Airport** now desire to enter into this Blasting Waiver and Construction Activity Agreement to address the road construction activities of the Department in the vicinity of the Airport Facilities and the Third Party Facilities.

Now, therefore, for and in consideration of the mutual covenants and conditions contained herein, the **Department** and the **Airport** do now hereby agree as follows:

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The term of this Agreement shall commence as of the date hereof and shall end eighteen (18) months from and after the date that the **Department** commences blasting operations on the subject **Project**.

Notwithstanding the Blasting Waiver and Construction Activity Agreement and rights granted hereby, the parties agree pursuant to this agreement, the above described property is in the complete control and possession of the Department and its contractors or its contractor's agents and assigns. The Department agrees that its contractors shall be responsible for any damage or injury resulting from its use of the taken premises. The Department hereby agrees that all contractors engaged by the Department shall maintain adequate liability insurance so as to be insured against any and all liability from the Contractor's use of the above- mentioned property and that all such Contractors shall provide a Certificate of Insurance to the Department upon the award and execution of any/all contracts by and between the

Department and such Contractors and at each annual renewal date of such insurance to evidence that such insurance is in effect. All liability insurance policies of such Contractors shall be with carriers having a Best rating of at least A-7.

The **Department** and its contractors shall strictly adhere to the blasting plan and schedule and agrees not to conduct any blasting operations at any times other than at approved times. The parties hereto recognize and agree that a copy of such blasting plan and schedule is attached hereto, made a part hereof and marked for identification as Exhibit A. During the conduct of its blasting operations and construction activities in the vicinity of any of the Airport Facilities and/or Third Party Facilities, the **Department** covenants and agrees, in addition to the requirements in Exhibit A, to comply with the standards and requirements set forth in Exhibit B, "Kentucky Department of Highways Blast Plan Update" and the standards and requirements set forth in Exhibit C, "Kentucky Department of Highways Airport Communication Plan", all of which Exhibits are incorporated herein and made a part hereof. In the event of any inconsistencies or conflicts in the provisions set forth in Exhibit A with the provisions set forth in Exhibits B & C, the provisions set forth in Exhibits B & C shall control. The **Department** and the **Airport** understand and agree that the primary and only official person authorized to speak for the **Department** with regard to the coordination of blasting activities with the **Airport** is the Section Engineer for the road construction activities in question. Prior to the commencement of road construction activities, the **Department** shall notify the **Airport** of the identity of the Project Inspector who will act as an agent for the Section Engineer concerning the coordination of all blasting and road construction activities. Furthermore, should such Project Inspector be replaced and/or changed for any reason, the **Department** shall notify the **Airport** of the identity of the replacement employee who assumes such responsibilities prior to the detonation of any further blasts.

If and when requested by the **Airport**, the **Department** agrees to make available to the **Airport** for copying and inspection any and all blasting logs and seismograph readings, videos or other materials that relate to, or that are prepared for, blasting operations by the **Department** or its contractors in the general vicinity of any of the Airport Facilities and/or Third Party Facilities.

This Blasting Waiver and Construction Activity Agreement is deemed to be made under the laws of the Commonwealth of Kentucky for all purposes, including interpretation, performance and enforcement and shall be construed in accordance with the laws of such state, without giving effect to the principles of conflict of laws.

This Blasting Waiver and Construction Activity Agreement and the attachments hereto constitute the complete and final expression of the Agreement between the **Department** and the **Airport** relating to the subject matter hereof. This Blasting Waiver and Construction Activity Agreement supersedes all prior negotiations, proposals and agreements, either oral or written between the parties, and shall govern all transactions, rights, duties and remedies between the parties under this Blasting Waiver and Construction Activity Agreement. The person signing this Blasting Waiver and Construction Activity Agreement represents and confirms that the Board of Directors of the Airport have reviewed and approved this Blasting Waiver and Construction Activity Agreement at a regularly scheduled meeting of the Airport Board and have given written authorization to the undersigned to execute and deliver this Blasting Waiver and Construction Activity Agreement.

In the event that the **Department** or any Contractor of the Department shall fail or default in any of the terms of this Agreement and/or the terms of Exhibits A, B and C, then in such event this Agreement may be cancelled immediately by the Airport and such Agreement shall be null and void and of no further force and effect thereafter. Any cancellation hereunder shall be by written notice and shall be served by certified mail return receipt requested to the **Department** at the address set forth hereinbefore.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have caused this Blasting Waiver and Construction Activity Agreement to be executed as of the day and year first above written.

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS

By:_____

Its:_____

THE PIKEVILLE/PIKE COUNTY
AIRPORT

By:_____

Its: _____

COMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said State and County aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is as the _____of the Commonaealth of Kentucky, Transportation Cabinet, Department of Highways, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said **Department** and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2009.

_____
Notary Public

My Commission Expires:

COMMONWEALTH OF KENTUCKY)

) SS:

COUNTY OF PIKE)

I, the undersigned, a Notary Public, in and for said State and County aforesaid, do hereby certify that Bill Hickman, personally known to me to be the same person whose name is as the Chairman of the Pikeville/Pike County Airport Board, a statutory Kentucky corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said entity and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2009.

_____
Notary Public

My Commission Expires:

Exhibit A

A copy of the blasting schedule will be posted at the airport in an area where it will be readily seen by pilots.

When blasting for the road construction project, special precautions will be undertaken to ensure the blasting operation will not adversely impact the airport, other facilities, or any motorists or pedestrians. Prior to blasting the certified blaster will ensure that all personnel working at these facilities are moved to a safe place.

The affected facilities will be notified at least thirty (30) days prior to blasting, that blasting will occur within ½ mile of their facility. Prior to blasting within ½ mile of the airport, a communication plan will be established between the airport and the Department for notification of when blasting will occur within ½ mile of the airport.

The communication plan will include at a minimum the following: Thirty (30) minutes prior to blasting the certified blaster, by verbal phone communication, will notify the **Airport** person/dispatcher that is responsible for scheduling planes, departures or landings, of any blasting that will occur and then will notify them no later than fifteen minutes (15) after the blast for clearance to enter. The dispatcher will then contact the airport to hold the plane(s) until blasting has been conducted and clearance has been given.

Prior to detonation of all blasts related to the road construction project, a certified blaster will inspect the blast site and adjacent area to look for any unconsolidated material, loose or hanging rocks, mud seams, changes in rock strata, or any other conditions that may affect the shot. The blaster will also inquire of the driller if any abnormalities or inconsistencies were encountered in the area when it was drilled. Sufficient stemming, burden and spacing will be used to insure that flyrock is controlled.

At the time of blasting if a plane is in operation that is within 1000 feet of the proposed blast area, all operations will be ceased during blasting and will not resume until the all-clear signal has been given.

Exhibit B
Kentucky Department of Highways Blast Plan Update

The following are restrictions as submitted by the Department to ensure safe blasting operations and procedures on the referenced highway construction project.

The below proposed restrictions provide a maximum safety factor to prevent both flyrock and any other blasting related adverse impacts to the public, the airport personnel and property, and flight traffic.

On all blasting for the road construction project, the Department agrees to:

- Limit drill hole size to 6 ¾ inch or less to ensure appropriate control of blasts.
- Blasting operations shall not exceed a peak particle velocity of two (2) inches per second.
- Ensure a foolproof line of communication system between the Department/blaster and airport personnel. The Department/blaster must contact designated airport personnel to apprise them of all impending blasts and their approximate detonation timeline, and will have responsible construction personnel to aid airport personnel in ensuring clearing of terminal and runway areas including the airspace within the aforementioned prescribed flight line prior to the blast when blasting operations may present a hazard.
- There will be a written agreement signed by both airport personnel and the Department that clearly sets out the communication and cooperation plan between both parties. This plan will be clear and comprehensive in nature, and will address at a minimum the following procedures: a) Initial communication of an upcoming blast to the airport and coordination by both parties in clearing the blast area, airport runway, prescribed flight line and any necessary road blockages, b) primary, secondary, and tertiary foolproof blast communication plans between both parties from start of 5 minute warning to the all clear signal and inspection of runway area.
- Blasts will be coordinated in such a way as to plan for blasting at 4:30 pm each day so that everyone involved has a knowledge and comfort zone on what to expect on a daily basis. **No blasts will be detonated at times of incoming or outgoing flights, or without a clear line of communication being present.** The blaster will not begin the 5 minute warning signal until clearance is obtained from airport personnel.
- Only in the event of an emergency shall a blast be detonated at a time other than the 4:30 pm target. An example of such an emergency would be a sudden electrical storm in the presence of a prepared and wired shot. In the event of such emergency, the blaster will inform the appropriate designated airport personnel as soon as possible to confirm that the blast area, airport runway and prescribed flight line is clear of all parties, and will keep the airport apprised of any significant changes immediately.
- The primary line of communication will be via cell phone, the secondary line will be via two-way radio, and the final backup plan will be that no blasting will occur unless secure communication is present for each blast.

- All blasting for the highway construction project will be videoed. The videos will be reviewed by the blaster to ensure proper control and to allow the blaster to make necessary adjustments to ensure proper blast efficiency and flyrock control. A copy of such videos will be made available for inspection by airport personnel and/or their designated representative(s) with reasonable notice.
- All roads within 1000 feet of blasting will be cleared, flagged, and blocked prior to detonation of the blast.

Exhibit C
Kentucky Department of Highways Airport Communication Plan

The following is a proposed communication plan for and between the Department and the Pikeville Airport Terminal. This proposal is regarding blasting operations to be conducted for road construction activities near airport property. This plan is to be signed by representatives of the Department and the Airport and strictly adhered to.

Communication Plan

Drilling and blasting operations will be planned and coordinated daily so as to be ready to blast between 4:30 pm and 5:00 pm, preferably as close to 4:30 pm as possible.

At 4:15 pm every day, regardless of whether a blast is planned, the job Foreman will call the airport operator via phone to notify of an impending blast or the absence thereof and to check for incoming planes. The job foreman will document the call. If the airport operation notifies the foreman that there is no incoming traffic, blast preparations will begin for firing the shot at 4:30 pm.

When the blaster notifies the foreman that he is ready for the 5 minute warning siren, the foreman will call the airport operator to notify him to close the runway. This will be documented.

The primary communication method for both airport and Department/contractor personnel will be by cell phone, with two way radios available as the secondary backup communication method. If the job foreman does not have confirmation that the airport is closed the 5 minute warning will not begin and no blast will take place until confirmation is received.

A constant open line of communication will be kept between Department/contractor personnel and airport personnel from the one (1) minute warning siren until the detonation of the blast to account for unforeseen last second emergencies.

After the shot is fired and the all clear signal is given, the foreman will call the airport operator to notify that the shot is cleared and document this also.

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the **"Department,"** and the Pikeville/Pike County Airport Board, P.O. Box 3353, Pikeville, KY 41502, hereinafter referred to as the "**Board**".

WITNESSETH:

WHEREAS, the **Department** desires to construct various improvements intended to extend KY 3218 to intersect with existing KY 2061 in the vicinity of the Pike County Airport, referenced as Item Number 12-8500.00 in the current Kentucky Highway Plan, which shall hereinafter be referred to as the **"Project"**; and

Whereas, the Airport maintains an airfield, known as Hatcher Field, with associated buildings and other facilities necessary for the operation thereof, including but not limited to a main runway, a terminal building, T-hangars and other hangars, fuel tanks, lighting, ILS landing system, protective fencing and surrounding real property, hereinafter referred to as "Airport Facilities"; and

WHEREAS, the Board owns a certain property located along and adjacent to KY 3218 and KY 2061 in Pike County, Kentucky, a portion of property which is necessary for the reconstruction and improvement of KY 3218 and KY 2061 and the Board has agreed to give the Department consent and a right of entry to use the necessary amount of property, some of which will later be identified as specific parcels based on acres acquired from the Board for the aforesaid construction and project, and

WHEREAS, the Parties are agreeable for the future planned right of way and easements, and desire an exchange of property owned in lieu of any monetary consideration. The property will be later determined after construction and shall be appraised by the Department at a Fair Market Value price, and

WHEREAS, the Parties have agreed to delay the exchange of properties until after the roadway construction has been completed to allow for changes in the amount of property that may be required for construction and maintenance that may result from the roadway construction affecting the areas of new right of way and area to be exchanged, and

WHEREAS, it is the desire of the parties that roadway construction proceed without delay,

NOW THEREFORE, in consideration of the benefits to be derived by the Department and the Board in prompt reconstruction of KY 3218 and KY 2061 in accordance with existing schedules, blasting agreements, right of way plans and without court litigation, the parties do agree and promise as follows, to wit:

(1) The Board hereby and herein grants and convey unto the Department, and its designees the full exclusive right of entry, possession, use and occupancy of the parcels of land shown on the Roadway Plans for the purpose of constructing a public project in accordance with said plans of said project.

(2) The right of entry, use and possession, and occupancy granted herein shall commence on the date of execution of this Agreement and shall run continuously without interruption, and cannot be revoked or terminated by any party hereto without the written agreement of the other parties.

(3) The Department's contractor, or its agents and assigns, shall assume all legal responsibilities and obligations to the property that would be inherent to ownership.

(4) Upon completion of the construction of the roadway, or any time prior to the completion of the construction the Department can determine the amount of right of way needed for reconstruction and maintenance of the roadway, the parties hereto agree to complete the exchange of properties without delay subject to those provisions of KRS Chapter 45A.

(5) All parties pledge to cooperate fully with one another and to explore all available options in determining the amount of property needed for the reconstruction and maintenance of the roadway, but the Department shall make any final determination without the threat of court litigation to the Board and furthermore shall approach this determination with the utmost fairness.

(6) The project, including but not limited the determination of the properties to be exchanged, shall be brought to completion within two years.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have caused this Right of Entry Agreement to be executed as of the day and year first above written.

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS

By:_____

Its:_____

THE PIKEVILLE/PIKE COUNTY
AIRPORT

By:_____

Its: _____

COMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said State and County aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is as the _____of the Commonaealth of Kentucky, Transportation Cabinet, Department of Highways, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto

duly authorized, signed and delivered the said instrument as the free and voluntary act of said **Department** and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2009.

_____
Notary Public

My Commission Expires:

COMMONWEALTH OF KENTUCKY)

) SS:

COUNTY OF PIKE)

I, the undersigned, a Notary Public, in and for said State and County aforesaid, do hereby certify that Bill Hickman, personally known to me to be the same person whose name is as the Chairman of the Pikeville/Pike County Airport Board, a statutory Kentucky corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said entity and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2009.

_____
Notary Public

My Commission Expires:

Right-of-Way Certification Form

Revised 5/27/09

☐ **Federal Funded** ☒ **Original**

☒ **State Funded** ☐ **Re-Certification**

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

Date: **07-23-10**

Project #: **JL03 098 3218 000-001** County: **PIKE**
Item #: **12-8500** Federal #:
Letting Date: **08-27-10** **Description of Project:** Airport Rd

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

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

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

☐ Per 23 CFR 635.309, the KYTC hereby certify that all relocatees have been relocated to decent, safe, and sanitary housing or that KYTC has made available to relocatees adequate replacement housing in accordance with the provisions of the current FHWA directive(s) covering the administration of the Highway Relocation Assistance Program **and** that at least one of the following three conditions has been met. **(Check those that apply.)**

☐ 1. All necessary rights-of-way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish these improvements and enter on all land. **Fair market value has been paid or deposited with the court.**

☐ 2. Although all necessary rights-of-way have not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Trial or appeal of some parcels may be pending in court and on other parcels full legal possession has not been obtained, but an Interlocutory Judgment has been granted, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish these improvements. **Fair market value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to start of construction. (See note.)**

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

Right-of-Way Certification Form

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

Note: The KYTC may request authorization on this basis only in unique and unusual circumstances. Proceeding to construction of projects on this basis shall be the exception and never become the rule. In all FHWA-approved cases, the KYTC shall make extraordinary efforts to expedite completion of the acquisition, payment for all affected parcels, and the relocation of all relocatees promptly 30 days after start of construction.

Approved: Chris James For Joe Tackett — Date 7-23-10 District ROW Supervisor
Name

Approved: Kent McDonald — Date 7/23/10 Director of ROW & Utilities or Designee
Name

Approved: _____ — Date _____ FHWA, Right-of-Way Officer
Name

Right-of-Way Certification Form

Date: 07-23-10

Project #: JL030983218/000-001 County: PIKE
Item #: 12-8500 Federal #:
Letting Date: 08-27-10

This project has 5 Total number of parcels acquired, and 0 Total number of individual or families relocated, as well as 0 Total number of businesses relocated.

4 Parcels were acquired by a signed fee simple deed and fair market value has been paid **(Type 1)**

1 Parcels have been acquired through condemnation and IOJ granted by the court and fair market value has been deposited with the court **(Type 1 certification)**

____ Parcels have **not** been acquired at this time but can be Re-certified as acquired prior to Notice to Proceed for construction.(*explain below for each parcel*) **(Type 2 certification)**

____ Parcels have been acquired or have a "right of Entry" but the fair market value has not been paid or has not been posted with the court, and they can not be re-certified prior to construction. (These parcels require an explanation below for each one as well as FHWA approval. **(Type 3 only)**

____ Relocatees have not been relocated from parcels.
(explain below for each parcel)

Parcel #	Name	Explanation for delayed acquisition, delayed relocation, or delayed payment of fair market value	Proposed date of payment or of relocation
9	Pike Co.Airport	Airport requested that final property transfer be delayed until KYTC is able to determine total property needs the airport is fully in favor of the KYTC Road way project.	

There are 0 billboards and/or 0 cemeteries involved on this project.
There are 0 water or monitoring wells on parcels.

Impact Notes Updated 07/06/10

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

August 27, 2010 Letting (District 12)

Pike County
FD04 098 61301 02 U
Improve Airport access road from KY 2061
Item No. 12-8500.00

The following companies have facilities to be relocated and/or adjusted on the subject project.

Kentucky Power Co . . . . . 100% Completed.
AT&T of KY. . . . . 100% Completed.
Mountain Water District . . . . . Work to be completed in the road contract. Plans have been submitted.

There is no Railroad involvement on this project.

PROTECTION OF UTILITIES

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

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

DLS 12-8500.00 – D12 – Improve Airport access road from KY 2061
Pc: File, Chris Congleton, Mary W. Holbrook, D. Skeens, John, M. Johnson, Chris James, Janice Flystad, & Scott Tingle-E-mail

Specifications
Airport Road-KY 3218 Water Line Relocation
Mountain Water District
Pike County, Kentucky

Pike County
Airport Road-Extension of KY 3218
Item No. 12-8500.00

Prepared By:

Kenvirons, Inc.
452 Versailles Road
Frankfort, Kentucky 40601

November, 2009

SECTION 15100

WATER LINES

1.0 GENERAL

The Contractor shall furnish all labor, materials, and equipment to install the water lines as shown on the plans and as specified herein.

The water lines may be ductile iron (DI), all as specified hereinafter and as noted on the plans. The bid documents shall show the amounts of each type and class of pipe to be provided by the Contractor.

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

2.0 MATERIALS

2.1 DUCTILE IRON PIPE

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

2.1.1 General. Ductile iron pipe shall be designed in accordance with AWWA and for pressures and conditions as stated in these specifications or called for on the plans. Ductile iron pipe shall conform to AWWA C-151.

2.1.2 Minimum Nominal Thickness. The specified thickness will be determined for the given internal and external loading requirements in accordance with AWWA C-150. The class of pipe, wall thickness, and coatings required will be shown on the plans or the bid form and/or as specified herein for all ductile iron pipe installation.

2.1.3 Lengths. Pipe may be furnished in 18 or 20 feet nominal laying lengths.

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

2.1.5 Pipe Joints for Ductile Iron Pipe. Joints for buried pipe shall consist of both mechanical joint or push-on joint conforming to the requirements of AWWA C-

111. Mechanical joint bolts and nuts shall be the low-alloy steel type conforming to AWWA C-111.

Gaskets resistant to hydrocarbon penetration shall be used within 200 feet of underground fuel tanks, gas lines, and/or oil transport lines. The gaskets shall be approved by the Engineer.

2.1.6 Coatings and Lining. All buried ductile iron pipe shall have manufacturer's outside coal tar or asphaltic base coating and a cement lining and bituminous seal coat on the inside. Cement mortar lining and a bituminous seal coat inside shall conform to AWWA C-104 latest revision.

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

2.1.7 Fittings for Ductile Iron Pipe. Ductile iron mechanical, push-on and mechanical joints shall conform to AWWA C-110 for centrifugally cast iron water pipe. Mechanical joints shall also conform in all respects to AWWA C-111. All fittings shall be manufactured for the size and pressure class of the pipeline in which they are to be used. All fittings shall be furnished complete with all joint accessories. All ductile iron pipe fittings for force main service shall be coated outside and lined on the inside the same as the line on which they are installed. All fittings are to be manufactured in the United States.

3.0 EXECUTION

3.1 HAULING AND STORAGE

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

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

Care must be exercised in the handling of all materials and equipment. The Contractor will be held responsible for all breakage or damage to items caused by his workmen, agents, or appliances for handling or moving. Pipes and other castings shall in no case be thrown or dropped from cars, trucks, or wagons to the ground, but shall be lowered gently and not allowed to roll against or strike other castings and unyielding objects violently.

Valves, castings, fabricated metal, reinforcing steel, etc. shall be yarded or housed in some convenient location by the Contractor and delivered at the construction site as required. All equipment and materials subject to damage from the weather, dampness, changes in temperature, or exposure shall be protected by a dry, weatherproof enclosure until ready for installation or use. The cost of all hauling, handling, and storage shall be included in the prices bid for equipment and materials in place. The Owner takes no risk or responsibility for fire, flood, theft, or damage until after the final acceptance of the work.

3.2 LINES AND GRADES

The Contractor will be required to accomplish any detailed layout.

3.3 TRENCH EXCAVATION

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

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

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

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

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

The Contractor shall protect existing facilities against danger or damage while pipeline is being constructed and backfilled, or from damage due to settlement of this backfill. In case of damage to any existing structures, repair and restoration shall be made at once and backfill shall not be replaced until this is done. In all cases, restoration and repair shall be such that the damaged structures will be in as good condition and serve its purpose as completely as before and such

restoration and repair shall be done without extra cost to the Owner. The use of trench-digging machinery will be permitted except where its operations will cause damage to trees, buildings or existing structures above or below the ground. At such locations hand methods shall be employed to avoid such damage. All excavated material shall be piled in a manner that will not endanger the work and will avoid obstructing sidewalks and driveways. Gutters shall be kept clear or other satisfactory provisions made for street drainage.

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

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

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

3.3.3 Trench Depth. Trenches shall be excavated to the line and grade required for the installation of pipe at the elevations indicated on the plans. The minimum depth of cover shall be 40 inches above the top of the pipe, unless shown otherwise on the plans or on the Standard Details. When the pipe is laying in or on solid rock, the minimum depth of cover shall also be 42 inches above the top of the pipe. No additional compensation will be made for extra depth where required by the plans or due to Contractor error. Excavation, except as required for exploration, shall not begin until the proposed work has been staked out. Materials which are not required for backfill and site grading shall be removed and disposed of as directed by the Engineer. Hauling, bedding, and backfilling shall be considered incidental to the various bid items and will not be paid for directly. Excavation shall be of sufficient depth to allow the piping to be laid on the standard pipe bedding in accordance with the section 3.4. The trenches shall be excavated to a minimum of six inches below the bottom of the pipe barrel in rock. In all cases where lines are on State Right-of-Way the minimum cover of forty-two inches (42") shall be provided. Should it be necessary to avoid existing utilities, culverts, outlets, or other structures, the water line shall be carried deeper at no additional expense to the Owner.

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

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

Minimum Trench Width

Size	Width	Size	Width
Up to 4" Pipe	1'-6"	15" Pipe	2'-8"
6" Pipe	2'-0"	16" Pipe	2'-8"
8" Pipe	2'-0"	18" Pipe	3'-0"
10" Pipe	2'-4"	20" Pipe	3'-2"
12" Pipe	2'-6"	21" Pipe	3'-4"
14" Pipe	2'-6"	24" Pipe	3'-8"

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

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

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

disposed of in a suitable manner without damage to adjacent property or to other work under construction.

3.3.7 Pavement Removal. Pavement removal shall be as indicated on the plans or directed by the Engineer. When so required, or when directed by the Engineer, only one-half (1/2) of the street crossings or road crossings shall be excavated before placing temporary bridges over the side excavated, for the convenience of the traveling public. All backfilled ditches shall be maintained in such a manner that they will offer no hazard to the passage of traffic. The convenience of the traveling public and the property Owners abutting the improvements shall be taken into consideration. All public or private drives shall be promptly backfilled or bridged at the direction of the Engineer. Pavement replacement shall be in accordance with Section 15120 of these specifications. Excavated materials shall be disposed of so as to cause the least interference and in every case the disposition of excavated materials shall be satisfactory to the Engineer.

3.3.8 Traffic Maintenance. The Contractor shall be held responsible for any damage that may occur to persons or property by reason of the failure of the Contractor to properly guard and flag all open trenches or obstructions along the routes of the water lines. The Contractor at his own expense shall maintain warning signs, barricades and watchmen or flag men to control traffic at such times as his work would interfere with the flow of traffic. No excavation shall begin that may present a safety hazard unless the signs, barricades, lights, etc. are available to protect the open excavation at the conclusion of the day. The Contractor will comply with all Federal and State Occupational Safety and Health requirements for this type of construction. The Contractor shall also comply with all local and Kentucky Department of Highways requirements for signing and traffic control.

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

3.4 BEDDING OF PIPELINE

In all cases the foundation for pipe shall be prepared so that the entire load of the backfill on top of the pipe will be carried uniformly on the barrel of the pipe. The bells of the pipe shall not carry any of the load of the backfill. The Contractor should refer to the Standard Details for pipe bedding shown in the plans. The

bedding specifications shall govern the backfill from the bottom of the trench up to the centerline or spring line of the pipe.

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

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

Bedding of No. 9 stone, fine gravel, sand or compacted finely graded select earth shall be used to correct irregularities in the subgrade.

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

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

3.4.2 Trenches In Rock. All installation in rock will utilize the undercutting method. Bedding will be with 6 inches crushed stone.

3.5 PIPE LAYING

3.5.1 General. Proper instruments, tools and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and convenient prosecution of the work.

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

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

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

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

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

3.5.2 Laying Ductile Iron Pipe. Ductile iron pipe shall first be thoroughly cleaned at joints, then joined according to instructions and with tools recommended by the manufacturer. Three (3) copies of instructions shall be furnished to the Engineer and one (1) copy shall be available at all times at the site of the work. The lining inside ductile iron pipe must not be damaged by handling.

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

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

All ductile iron pipe shall be installed per AWWA C150 Laying Condition Type 3 unless otherwise noted, six inches (6”) crushed stone bedding or suitable earth shall be used in rock. No pipe shall be laid resting on rock, blocking, or other unyielding objects. Jointing before placing in trench, and subsequent lowering of more than one section jointed together may be allowed, subject to the Engineer approval and direction.

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

3.6 BACKFILLING

Backfilling must be started as soon as practicable after pipe has been laid. The Engineer shall be given a minimum of 8 hours for inspection before backfilling. The backfill shall be crushed rock, sand, or finely divided earth free from debris, organic material and stones, places simultaneously on both sides of pipe to the same level by hand.

In backfilling of the lower part of the trench beginning at the top of the bedding, the backfill material shall be carefully selected and walked-in around the pipe in 6" layers to a point 8 inches higher than the top of the pipe. The filling of the trench and the tamping of the backfill shall be carried on simultaneously on both sides of the pipe in such a manner that the completed pipe line will not be disturbed and injurious side pressures do not occur.

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

In the case of street, highway, railroad, sidewalk and driveway crossings or within any roadway paving or about manholes, valve and meter boxes, the backfill must be machine tamped in not over 4-inch layers, measured loose in accordance with the standard details. Where backfill is under paved driveways, streets, highways, railroads, sidewalks, paved parking areas and other areas where settlement is

not allowed, crushed stone or coarse sand backfill only shall be used up to the paving surface. Crushed stone shall be Kentucky Department of Highways Standard Specification No. 57. Coarse sand backfill shall be spread in layers not over 4 inches thick and thoroughly compacted. Sand may be moistened to aide compaction. Tunnels shall be backfilled in not over 3-inch layers, measured loose, with selected material suitable for mechanically tamping. If material suitable for tamping cannot be obtained, sand, gravel or crushed rock shall be blown, packed or sluiced to complete fill all void spaces.

Where local conditions permit, pavement shall not be placed until 30 days have passed since placing backfill. Crushed stone is specified for roads and parking areas and sidewalks or their bases, shall be placed and compacted to the top of trench. Backfills shall be maintained easily passable to traffic at original ground level, until acceptance of project or replacement of paving or sidewalks.

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

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

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

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

Before completion of contract, all backfills shall be reshaped, holes filled and surplus material hauled away, and all permanent walks, street, driveway and highway paving, and sod, replaced and reseeding performed.

The line Contractor shall be responsible for clean-up, grading, seeding, sodding or otherwise restoring all areas that he disturbs.

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

3.7 TIE-INS TO EXISTING PIPELINES

This work shall consist of connecting new water pipes to the existing system where shown on the plans and shall include the necessary fittings, tapping sleeves, valves and necessary equipment and material required to complete the connection.

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

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

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

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

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

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

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

3.8 OWNERSHIP OF OLD MATERIALS

All fittings, valves, hydrants and other appurtenances that are removed as a result of new construction shall be removed by the Contractor but shall become the property of the Owner. All such items shall be delivered to a point by the

Contractor. Said point shall be on the Owner's property and shall be designated by the Engineer.

3.9 THRUST BLOCKS AND ANCHORAGE

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

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

3.10 MAINTENANCE OF FLOW OF DRAINS AND SEWERS

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

3.11 INTERRUPTION OF UTILITY SERVICES

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

3.12 PROTECTION OF ADJACENT LANDSCAPE

Reasonable care shall be taken during construction of the water lines to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the

appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

In the course of construction, the Contractor may deflect horizontal alignment of the water line to avoid trees and to keep from damaging their roots. The Contractor shall be fully responsible for settling all claims by private property owners concerning damage to trees and shrubs.

3.13 COORDINATION WITH UTILITIES

Prior to construction, the Contractor shall arrange to meet with representatives of all utilities, and provide them with his anticipated work schedule. The Contractor shall have the utilities make their best determination of utility locations in the areas in which he is working. Throughout the progress of the work, such field markings of utilities shall be kept current.

Repairs to any utilities damaged by the Contractor shall normally be performed by the utility at the Contractor’s expense, unless the Contractor and the utility negotiate other understandings and/or procedures.

3.14 BLASTING AND ROCK EXCAVATION

The Contractor shall make his own investigation as he deems necessary to ascertain the sub-surface conditions to be encountered in the work. No blasting will be utilized unless approved by the Owner and Engineer.

All blasting operations shall be conducted in accordance with municipal ordinances, state and federal laws and Section 9, Explosives, of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc. Soil particle velocity shall not exceed limit set by Kentucky law. All explosives shall be stored in conformity with said ordinances, laws and safety regulations. No blasting shall be done within five feet of any water mains, sewer lines, natural or manufactured gas lines, liquid petroleum product lines or other utilities. Any damage done by blasting is the responsibility of the Contractor and shall be promptly and satisfactorily repaired by him.

The Contractor shall use delay caps or other approved methods to reduce earth vibrations and noise. Mud capping, as defined in the above manual, will not be permitted as a method of breaking boulders. No blasting shall be permitted on Sundays or after dark.
Prior to commencing with the work, the Contractor shall, during a preconstruction conference with the Owner and the Engineer, state clearly his approach to performing the excavations on the project. He shall be familiar with the laws and ordinances covering blasting and shall also give consideration to the use of hydraulically operated rock breaking devices in lieu of blasting where considered necessary. If blasting is not handled in an expert manner at all times, the

Engineer reserves the right to suspend blasting and require the work to proceed without it.

Prior to blasting, the Contractor shall make his own detailed preblast survey of adjacent walks, curbs, retaining walls, house foundations, etc. to determine conditions prior to the work. Such a file of information, including photographs, may be certified in such a manner as the Contractor believes necessary since this information that may stand in his defense.

4.0 PAYMENT

Payment for supplying, transporting and storing pipe, trenching, standard bedding, pipe installation, fittings, thrust-blocking, pipe locating wire or tape, testing, backfilling (including flowable fill, if required), disinfection, seeding, crop damage, regular stream crossings, clean-up, tie-ins to other structures and other incidental items in this section shall be made on the basis of the unit price per lineal foot for the type and size of pipe installed. Payment will include all those items not specifically covered by another proposal. Pipe will be measured along the centerline of the pipe as installed with no deduction for valves and fittings.

SECTION 15100

WATER LINES

1.0 GENERAL

The Contractor shall furnish all labor, materials, and equipment to install the water lines as shown on the plans and as specified herein.

The water lines may be ductile iron (DI), all as specified hereinafter and as noted on the plans. The bid documents shall show the amounts of each type and class of pipe to be provided by the Contractor.

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

2.0 MATERIALS

2.1 DUCTILE IRON PIPE

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

2.1.1 General. Ductile iron pipe shall be designed in accordance with AWWA and for pressures and conditions as stated in these specifications or called for on the plans. Ductile iron pipe shall conform to AWWA C-151.

2.1.2 Minimum Nominal Thickness. The specified thickness will be determined for the given internal and external loading requirements in accordance with AWWA C-150. The class of pipe, wall thickness, and coatings required will be shown on the plans or the bid form and/or as specified herein for all ductile iron pipe installation.

2.1.3 Lengths. Pipe may be furnished in 18 or 20 feet nominal laying lengths.

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

2.1.5 Pipe Joints for Ductile Iron Pipe. Joints for buried pipe shall consist of both mechanical joint or push-on joint conforming to the requirements of AWWA C-111. Mechanical joint bolts and nuts shall be the low-alloy steel type conforming to AWWA C-111.

Gaskets resistant to hydrocarbon penetration shall be used within 200 feet of underground fuel tanks, gas lines, and/or oil transport lines. The gaskets shall be approved by the Engineer.

2.1.6 Coatings and Lining. All buried ductile iron pipe shall have manufacturer's outside coal tar or asphaltic base coating and a cement lining and bituminous seal coat on the inside. Cement mortar lining and a bituminous seal coat inside shall conform to AWWA C-104 latest revision.

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

2.1.7 Fittings for Ductile Iron Pipe. Ductile iron mechanical, push-on and mechanical joints shall conform to AWWA C-110 for centrifugally cast iron water pipe. Mechanical joints shall also conform in all respects to AWWA C-111. All fittings shall be manufactured for the size and pressure class of the pipeline in which they are to be used. All fittings shall be furnished complete with all joint accessories. All ductile iron pipe fittings for force main service shall be coated outside and lined on the inside the same as the line on which they are installed. All fittings are to be manufactured in the United States.

4.0 EXECUTION

3.1 HAULING AND STORAGE

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

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

Care must be exercised in the handling of all materials and equipment. The Contractor will be held responsible for all breakage or damage to items caused by his workmen, agents, or appliances for handling or moving. Pipes and other castings shall in no case be thrown or dropped from cars, trucks, or wagons to the ground, but shall be lowered gently and not allowed to roll against or strike other castings and unyielding objects violently.

Valves, castings, fabricated metal, reinforcing steel, etc. shall be yarded or housed in some convenient location by the Contractor and delivered at the construction site as required. All equipment and materials subject to damage from the weather, dampness, changes in temperature, or exposure shall be protected by a dry, weatherproof enclosure until ready for installation or use. The cost of all hauling, handling, and storage shall be included in the prices bid for equipment and materials in place. The Owner takes no risk or responsibility for fire, flood, theft, or damage until after the final acceptance of the work.

3.2 LINES AND GRADES

The Contractor will be required to accomplish any detailed layout.

3.3 TRENCH EXCAVATION

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

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

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

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

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

The Contractor shall protect existing facilities against danger or damage while pipeline is being constructed and backfilled, or from damage due to settlement of this backfill. In case of damage to any existing structures, repair and restoration shall be made at once and backfill shall not be replaced until this is done. In all cases, restoration and repair shall be such that the damaged structures will be in as good condition and serve its purpose as completely as before and such restoration and repair shall be done without extra cost to the Owner. The use of trench-digging machinery will be permitted except where its operations will cause damage to trees, buildings or existing structures above or below the ground. At such locations hand methods shall be employed to avoid such damage. All excavated material shall be piled in a manner that will not endanger the work and will avoid obstructing sidewalks and driveways. Gutters shall be kept clear or other satisfactory provisions made for street drainage.

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

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

3.3.2 Clearing. The Contractor shall accomplish all clearing and/or grubbing as required for the construction under this contract. Clearing and grubbing shall include the cutting and removal of trees, stumps, brush, roots, logs, fences and other loose or projecting material and natural obstructions which, in the opinion of the Engineer, must be removed to properly construct and operate the facilities. Ornamental shrubs, plantings, fences, walls, etc. shall be removed and replanted or replaced or protected from the construction activity. Clearing and/or grubbing

shall be incidental to the various bid items and no additional compensation will be paid for same.

3.3.3 Trench Depth. Trenches shall be excavated to the line and grade required for the installation of pipe at the elevations indicated on the plans. The minimum depth of cover shall be 40 inches above the top of the pipe, unless shown otherwise on the plans or on the Standard Details. When the pipe is laying in or on solid rock, the minimum depth of cover shall also be 42 inches above the top of the pipe. No additional compensation will be made for extra depth where required by the plans or due to Contractor error. Excavation, except as required for exploration, shall not begin until the proposed work has been staked out. Materials which are not required for backfill and site grading shall be removed and disposed of as directed by the Engineer. Hauling, bedding, and backfilling shall be considered incidental to the various bid items and will not be paid for directly. Excavation shall be of sufficient depth to allow the piping to be laid on the standard pipe bedding in accordance with the section 3.4. The trenches shall be excavated to a minimum of six inches below the bottom of the pipe barrel in rock. In all cases where lines are on State Right-of-Way the minimum cover of forty-two inches (42") shall be provided. Should it be necessary to avoid existing utilities, culverts, outlets, or other structures, the water line shall be carried deeper at no additional expense to the Owner.

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

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

Minimum Trench Width

Size	Width
Up to 4" Pipe	1'-6"
6" Pipe	2'-0"
8" Pipe	2'-0"
10" Pipe	2'-4"
12" Pipe	2'-6"

Size	Width
15" Pipe	2'-8"
16" Pipe	2'-8"
18" Pipe	3'-0"
20" Pipe	3'-2"
21" Pipe	3'-4"

14" Pipe	2'-6"		24" Pipe	3'-8"

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

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

3.3.6 Removal of Water. The Contractor shall provide for adequate removal of all water and the prevention of surface water from entering the excavation. The Contractor shall maintain dry conditions within the excavations until the backfill is placed. No additional compensation will be paid for replacement and/or stabilization of prepared excavations due to flooding and/or deterioration from extended exposure. All water pumped or drained from the excavation shall be disposed of in a suitable manner without damage to adjacent property or to other work under construction.

3.3.7 Pavement Removal. Pavement removal shall be as indicated on the plans or directed by the Engineer. When so required, or when directed by the Engineer, only one-half (1/2) of the street crossings or road crossings shall be excavated before placing temporary bridges over the side excavated, for the convenience of the traveling public. All backfilled ditches shall be maintained in such a manner that they will offer no hazard to the passage of traffic. The convenience of the traveling public and the property Owners abutting the improvements shall be taken into consideration. All public or private drives shall be promptly backfilled or bridged at the direction of the Engineer. Pavement replacement shall be in accordance with Section 15120 of these specifications. Excavated materials shall be disposed of so as to cause the least interference and in every case the disposition of excavated materials shall be satisfactory to the Engineer.

3.3.8 Traffic Maintenance. The Contractor shall be held responsible for any damage that may occur to persons or property by reason of the failure of the Contractor to properly guard and flag all open trenches or obstructions along the routes of the water lines. The Contractor at his own expense shall maintain warning signs, barricades and watchmen or flag men to control traffic at such times as his work would interfere with the flow of traffic. No excavation shall begin that may present a safety hazard unless the signs, barricades, lights, etc. are available to protect the open excavation at the conclusion of the day. The

Contractor will comply with all Federal and State Occupational Safety and Health requirements for this type of construction. The Contractor shall also comply with all local and Kentucky Department of Highways requirements for signing and traffic control.

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

3.4 BEDDING OF PIPELINE

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

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

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

Bedding of No. 9 stone, fine gravel, sand or compacted finely graded select earth shall be used to correct irregularities in the subgrade.

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

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

3.4.2 Trenches In Rock. All installation in rock will utilize the undercutting method. Bedding will be with 6 inches crushed stone.

3.5 PIPE LAYING

3.5.1 General. Proper instruments, tools and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and convenient prosecution of the work.

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

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

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

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

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

3.5.2 Laying Ductile Iron Pipe. Ductile iron pipe shall first be thoroughly cleaned at joints, then joined according to instructions and with tools recommended by the manufacturer. Three (3) copies of instructions shall be furnished to the Engineer and one (1) copy shall be available at all times at the

site of the work. The lining inside ductile iron pipe must not be damaged by handling.

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

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

All ductile iron pipe shall be installed per AWWA C150 Laying Condition Type 3 unless otherwise noted, six inches (6”) crushed stone bedding or suitable earth shall be used in rock. No pipe shall be laid resting on rock, blocking, or other unyielding objects. Jointing before placing in trench, and subsequent lowering of more than one section jointed together may be allowed, subject to the Engineer approval and direction.

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

3.6 BACKFILLING

Backfilling must be started as soon as practicable after pipe has been laid. The Engineer shall be given a minimum of 8 hours for inspection before backfilling. The backfill shall be crushed rock, sand, or finely divided earth free from debris, organic material and stones, places simultaneously on both sides of pipe to the same level by hand.

In backfilling of the lower part of the trench beginning at the top of the bedding, the backfill material shall be carefully selected and walked-in around the pipe in 6” layers to a point 8 inches higher than the top of the pipe. The filling of the trench and the tamping of the backfill shall be carried on simultaneously on both sides of the pipe in such a manner that the completed pipe line will not be disturbed and injurious side pressures do not occur.

After the above specified backfill is hand placed, rock may be used in the backfill in pieces no larger than 18 inches in any dimension and to an extent not greater

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

In the case of street, highway, railroad, sidewalk and driveway crossings or within any roadway paving or about manholes, valve and meter boxes, the backfill must be machine tamped in not over 4-inch layers, measured loose in accordance with the standard details. Where backfill is under paved driveways, streets, highways, railroads, sidewalks, paved parking areas and other areas where settlement is not allowed, crushed stone or coarse sand backfill only shall be used up to the paving surface. Crushed stone shall be Kentucky Department of Highways Standard Specification No. 57. Coarse sand backfill shall be spread in layers not over 4 inches thick and thoroughly compacted. Sand may be moistened to aide compaction. Tunnels shall be backfilled in not over 3-inch layers, measured loose, with selected material suitable for mechanically tamping. If material suitable for tamping cannot be obtained, sand, gravel or crushed rock shall be blown, packed or sluiced to complete fill all void spaces.

Where local conditions permit, pavement shall not be placed until 30 days have passed since placing backfill. Crushed stone is specified for roads and parking areas and sidewalks or their bases, shall be placed and compacted to the top of trench. Backfills shall be maintained easily passable to traffic at original ground level, until acceptance of project or replacement of paving or sidewalks.

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

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

In case of damage to any such existing structures, repair and restoration shall be made at once and backfill shall not be replaced until this is done. In all cases,

restoration and repair shall be such that the damaged structure will be in as good condition and serve its purpose as completely as before uncovering and such restoration and repair shall be done without extra charge.

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

Before completion of contract, all backfills shall be reshaped, holes filled and surplus material hauled away, and all permanent walks, street, driveway and highway paving, and sod, replaced and reseeding performed.

The line Contractor shall be responsible for clean-up, grading, seeding, sodding or otherwise restoring all areas that he disturbs.

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

3.7 TIE-INS TO EXISTING PIPELINES

This work shall consist of connecting new water pipes to the existing system where shown on the plans and shall include the necessary fittings, tapping sleeves, valves and necessary equipment and material required to complete the connection.

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

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

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

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

beneath the pipe. The sides of the excavation shall be as nearly vertical as possible.

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

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

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

3.8 OWNERSHIP OF OLD MATERIALS

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

3.9 THRUST BLOCKS AND ANCHORAGE

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

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

3.10 MAINTENANCE OF FLOW OF DRAINS AND SEWERS

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

3.11 INTERRUPTION OF UTILITY SERVICES

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

3.12 PROTECTION OF ADJACENT LANDSCAPE

Reasonable care shall be taken during construction of the water lines to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

In the course of construction, the Contractor may deflect horizontal alignment of the water line to avoid trees and to keep from damaging their roots. The Contractor shall be fully responsible for settling all claims by private property owners concerning damage to trees and shrubs.

3.13 COORDINATION WITH UTILITIES

Prior to construction, the Contractor shall arrange to meet with representatives of all utilities, and provide them with his anticipated work schedule. The Contractor shall have the utilities make their best determination of utility locations in the areas in which he is working. Throughout the progress of the work, such field markings of utilities shall be kept current.

Repairs to any utilities damaged by the Contractor shall normally be performed by the utility at the Contractor’s expense, unless the Contractor and the utility negotiate other understandings and/or procedures.

3.14 BLASTING AND ROCK EXCAVATION

The Contractor shall make his own investigation as he deems necessary to ascertain the sub-surface conditions to be encountered in the work. No blasting will be utilized unless approved by the Owner and Engineer.

All blasting operations shall be conducted in accordance with municipal ordinances, state and federal laws and Section 9, Explosives, of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc. Soil particle velocity shall not exceed limit set by Kentucky law. All explosives shall be stored in conformity with said ordinances, laws and safety regulations. No blasting shall be done within five feet of any water mains, sewer lines, natural or manufactured gas lines, liquid petroleum product lines or other utilities. Any damage done by blasting is the responsibility of the Contractor and shall be promptly and satisfactorily repaired by him.

The Contractor shall use delay caps or other approved methods to reduce earth vibrations and noise. Mud capping, as defined in the above manual, will not be permitted as a method of breaking boulders. No blasting shall be permitted on Sundays or after dark.
Prior to commencing with the work, the Contractor shall, during a preconstruction conference with the Owner and the Engineer, state clearly his approach to performing the excavations on the project. He shall be familiar with the laws and ordinances covering blasting and shall also give consideration to the use of hydraulically operated rock breaking devices in lieu of blasting where considered necessary. If blasting is not handled in an expert manner at all times, the Engineer reserves the right to suspend blasting and require the work to proceed without it.

Prior to blasting, the Contractor shall make his own detailed preblast survey of adjacent walks, curbs, retaining walls, house foundations, etc. to determine conditions prior to the work. Such a file of information, including photographs, may be certified in such a manner as the Contractor believes necessary since this information that may stand in his defense.

4.0 PAYMENT

Payment for supplying, transporting and storing pipe, trenching, standard bedding, pipe installation, fittings, thrust-blocking, pipe locating wire or tape, testing, backfilling (including flowable fill, if required), disinfection, seeding, crop damage, regular stream crossings, clean-up, tie-ins to other structures and other incidental items in this section shall be made on the basis of the unit price per lineal foot for the type and size of pipe installed. Payment will include all those items not specifically covered by another proposal. Pipe will be measured along the centerline of the pipe as installed with no deduction for valves and fittings.

Kentucky Transportation Cabinet

Highway District 12

And

_____(2), Construction

Kentucky Pollutant Discharge Elimination System Permit KYR10 Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

[Project Description] Improve Airport Access Road From KY-2061.

Project: PCN ## -

SYP Item Number: 12-8500.00

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

Project information

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

1. Owner – Kentucky Transportation Cabinet, District 12

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) Airport Access Road from KY 2061.

6. Latitude/Longitude (project mid-point) 37.560029 / -82.557849

7. County (project mid-point) Pike

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) Improve Airport Access Road From KY-2061.

2. Order of major soil disturbing activities (2) and (3)

3. Projected volume of material to be moved 786,469 cubic yards

4. Estimate of total project area (acres) 25.6 acres

5. Estimate of area to be disturbed (acres) 13.9 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. No additional data.

7. Data describing existing soil condition No additional data.

8. Data describing existing discharge water quality (if any) No additional data

9. Receiving water name Cowpen 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)

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. <u>All DDA’s will have adequate BMP’s in place before being disturbed.</u>

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

   - Construction Access – This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
   - At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be

inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.

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

control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.

- Permanent Seeding and Protection
- Placing Sod
- Planting trees and/or shrubs where they are included in the project

➢ BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are : None

C. Other Control Measures

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

2. Waste Materials

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

3. Hazardous Waste

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

4. Spill Prevention

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

➢ **Good Housekeeping:**

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

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

➢ **Hazardous Products:**

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

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

The following product-specific practices will be followed onsite:

➢ **Petroleum Products:**

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

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum

products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

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

- **Fertilizers:**

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

- **Paints:**

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

- **Concrete Truck Washout:**

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

- **Spill Control Practices**

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

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.

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

D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. None

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. None

F. Inspections

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

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Inspections will be conducted by individuals that have 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 form cleaning concrete trucks and equipment.
- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater and rain water (from dewatering during excavation).

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

H. Groundwater Protection Plan (3)

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

- Contractors statement: (3)

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

_____ 2. (e) land treatment or land disposal of a pollutant;

_____ 2. (f) Storing, …, or related handling of hazardous waste, solid waste or special waste, …, in tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);

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

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

_____ 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

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

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

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

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

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

KyTC BMP Plan for Project PCN ## -

Contractor and Resident Engineer Plan certification

The contractor that is responsible for implementing this BMP plan is identified in the Project Information section of this plan.

The following certification applies to all parties that are signatory to this BMP plan:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Further, this plan complies with the requirements of 401 KAR 5:037. By this certification, the undersigned state that the individuals signing the plan have reviewed the terms of the plan and will implement its provisions as they pertain to ground water protection.

Resident Engineer and Contractor Certification:

(2) Resident Engineer signature

Signed _____title_____, _____
Typed or printed name[2] signature

(3) Signed _____title_____, _____
Typed or printed name[1] signature

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

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

Sub-Contractor Certification

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:

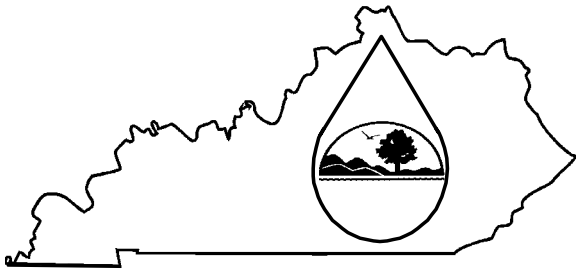
The part of BMP plan this subcontractor is responsible to implement is:

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 name[1] 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.

FORM NOI-SWCA



KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES)

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

This is an application for:

☒ New construction activity.
☐ Modification of coverage for additional area in same watershed.
☐ Modification of coverage for additional area in different watershed.

If Modification is checked, state reason for Modification:	

For Agency Use	Permit No. (Leave Blank)	**K**	**Y**	**R**	**1**	**0**				
For Agency Use	AI ID (Leave Blank)									

SECTION I – FACILITY OPERATOR INFORMATION

Operator Name(s)*:KYTC District 12		Phone:* 606-433-7791
Mailing Address:* 109 Loraine Street		Status of Owner/Operator: ☐Private ☒State ☐Federal ☐Public(other than state or federal)
City:*: Pikeville	State:* KY	Zip Code:*41501

SECTION II – FACILITY/SITE LOCATION INFORMATION

Name of Project:* PCN ##-#### , SYP Item Number: 12-8500.00	Physical Address:* 303 Airport Road	City:* Pikeville
State:* KY	Zip Code:* 41501	County:* Pike
Latitude (decimal degrees):*37.560029	Longitude (decimal degrees):*-82.557849	SIC Code:* 1611

SECTION III – SITE ACTIVITY INFORMATION

For single projects provide the following information

Total Number of acres in project:* 25.6	Total Number of acres to be disturbed:*13.91	Start date:	Completion date:

For common plans of development projects provide the following information

Total Number of acres in project:*	Number of individual lots in development:	Number of lots to be developed:
Total acreage intended to be disturbed:*	Number of acres intended to be disturbed at any one time:	
Start date:	Completion date:	List Contractors:

SECTION IV – DISCHARGE TO A WATER BODY

Name of Receiving Water:* Cowpen Creek	Anticipated number of discharge points: 7
Location of anticipated discharge points: Latitude (decimal degrees):*	Longitude (decimal degrees):*
Receiving Water Body Stream Use Designation	☐Cold Water Aquatic Habitat ☐Domestic Water Supply ☐Outstanding State Resource Water ☒Secondary Contact Recreation ☒Primary Contact Recreation ☒Warm Water Aquatic Habitat
Antidegradation Categorization	☐Outstanding National Resource Water ☐Exceptional Water ☒High Quality Water ☐Impaired Water
Name of Receiving Water:*	Anticipated number of discharge points:
Location of anticipated discharge points: Latitude (decimal degrees):*	Longitude (decimal degrees):*
Receiving Water Body Stream Use Designation	☐Cold Water Aquatic Habitat ☐Domestic Water Supply ☐Outstanding State Resource Water ☐Secondary Contact Recreation ☐Primary Contact Recreation ☐Warm Water Aquatic Habitat
Antidegradation Categorization	☐Outstanding National Resource Water ☐Exceptional Water ☐High Quality Water ☐Impaired Water

FORM NOI-SWCA

SECTION V – DISCHARGE TO AN MS4			
Name of MS4:		Date of application /notification to the MS4 for construction site coverage:	
Number of discharge points**:**	Location of each discharge point: Latitude (decimal degrees):*	Longitude (decimal degrees):*	

SECTION VI – CONSTRUCTION ACTIVITIES IN OR ALONG A WATER BODY	
Will the project require construction activities in a water body or the riparian zone: ☐ Yes ☒ No	
If yes, describe scope of activity:	
Is a Clean Water Act 404 permit required: ☐ Yes ☒ No	Is a Clean Water Act 401 Water Quality Certification required: ☐ Yes ☒ No

SECTION VII – NOI PREPARER INFORMATION			
First Name**:***	Last Name**:***	Phone :*	eMail Address:*
Mailing Address:*	City:*	State:*	Zip Code:*

SECTION VIII – ATTACHMENTS

Attach a full size color USGS 7½-minute quadrangle map with the facility site clearly marked. USGS maps may be obtained from the University of Kentucky, Mines and Minerals Bldg. Room 106, Lexington, Kentucky 40506. Phone number (859) 257-3896**.**

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:*	First Name:* Kevin	Last Name:* Damron
Phone:* 606-433-7791	eMail Address:Kevin.Damron@ky.gov	Date:*

This completed application form and attachments should be sent to: SWP Branch, Division of Water, 200 Fair Oaks, Frankfort, Kentucky 40601. Questions should be directed to: SWP Branch, Operational Permits Section at (502) 564-3410.

KENTUCKY POLLUTANT DISCHARGE ELIMINATION SYSTEM
FORM NOI-SWCA – INSTRUCTIONS

WHO MUST FILE A NOTICE OF INTENT (NOI) FORM

Federal law at 40 CFR Part 122 prohibits point source discharges of stormwater associated with industrial activity to a water body of the Commonwealth of Kentucky without a Kentucky Pollutant Discharge Elimination System (KPDES) permit. The operator of an industrial activity that has such a storm water discharge must submit a NOI to obtain coverage under the KPDES Storm Water General Permit. If you have questions about whether you need a permit under the KPDES Storm Water program, or if you need information as to whether a particular program is administered by the state agency, call the **Storm Water Contact, Operational Permits Section, Kentucky Division of Water at (502) 564-3410.**

WHERE TO FILE NOI FORM

NOIs must be sent to the following address or submitted in on-line at https://dep.gateway.ky.gov/eForms/Default.aspx?FormID=3:

Operational Permits Section
SWP Branch, Division of Water
200 Fair Oaks Lane
Frankfort, KY 40601

Electronic NOI-SWCAs are to be submitted a minimum of seven (7) working days prior to commencement of construction related activities. Paper NOI-SWCAs are to be submitted a minimum of thirty (30) working days prior to commencement of construction related activities.

COMPLETING THE FORM

Enter information in the appropriate areas only. (*) denotes a required field. Enter N/A (Not Applicable) for fields that are required but do not apply to your submission. If you have any questions regarding the completion of this form call the **Storm Water Contact, Operational Permits Section, at (502) 564-3410.**

SECTION I – FACILITY OPERATOR INFORMATION

Operator Name(s): Enter the name or names of all operators applying for coverage under KYR10 using this NOI.
Mailing Address, City, State, and Zip Code: Provide the mailing address of the primary operator
Phone No.: Provide the telephone numbers of the person who is responsible for the operation.
Status of Owner/Operator: Select the appropriate legal status of the operator of the facility from the dropdown list.

Federal
Public (other than federal or state)
State
Private

SECTION II – FACILITY/SITE LOCATION INFORMATION

Name of Project: Provide the name of the project.
Physical Address, City, State, Zip Code and County: Provide the physical address of the project.
Latitude/Longitude: Provide the general site latitude and longitude of the operation.
SIC Code: Enter the Standard Industrial Code for the project

SECTION III –SITE ACTIVITY INFORMATION

For single projects provide the following information:

Total number of acres in project: Indicate the total acreage of the project including both disturbed and undisturbed areas.
Total number of acres to be disturbed: Indicate the total number of acres of the project to be disturbed.
Anticipated start date: Indicate the approximate date of when construction activities will begin.
Anticipated completion date: Indicated the approximate date of when final stabilization will be achieved.

For common plans of development provide the following information:

Total number of acres in project: Indicate the total acreage of the project including both disturbed and undisturbed areas.
Number of individual lots in development, if applicable: Indicate the number of individual lots or unit in the common plan of development
Number of lots to be developed: Indicate the number of lots that you intend to develop.
Total acreage of lots intended to develop: Indicate the total acreage of the lots you intend to develop
Total acreage intended to disturb: Indicate the total acreage of the lots you intend to disturb
Number of acres intended to disturb at any one time: Indicate the maximum number of acres to be disturbed at any one time.
Anticipated start date: Indicate the approximate date of when construction activities will begin.
Anticipated completion date: Indicated the approximate date of when final stabilization will be achieved.
List of contractors: Provide the names of all known contractors that will be working on site.

KENTUCKY POLLUTANT DISCHARGE ELIMINATION SYSTEM
FORM NOI-SWCA – INSTRUCTIONS

SECTION IV – IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED

Name of Receiving Water: Provide the names of the each water body receiving discharges from the site. Provide only official USGS names do not provide local names
Anticipated number of discharge points: Indicate the number of discharge points to each receiving water body.
Location of anticipated discharge points: Provide the latitude and longitude of each discharge point. Add points as necessary.
Receiving Water Body Stream Use Designation: Check all appropriate boxes
Antidegradation Categorization: Select from the drop down box one of the following:

Outstanding National Resource Water
Exceptional Water
High Quality Water
Impaired Water

SECTION V – IF THE PERMITTED SITE DISCHARGES TO A MS4 THE FOLLOWING INFORMATION IS REQUIRED

Name of MS4: Provide the name of the MS4 to which the activity will discharge
Number of discharge points to the MS4: Indicate the number of discharge points
Location of each discharge point: Provide the latitude and longitude of each discharge point. Add points as necessary
Date of application/notification to the MS4 for construction site permit coverage: Indicate the date the MS4 has or will be notified.

SECTION VI – CONSTRUCTION ACTIVITIES IN OR ALONG A WATER BODY

Will the project require construction activities in a water body or the riparian zone: Select Yes or No from the drop down box.
If Yes, describe scope of activity: Provide a brief description of the activity (ies) that will take place in the water body or the riparian zone.
Is a Clean Water Act 404 permit required: Select Yes or No from the drop down box.
Is a Clean Water Act 401 Water Quality Certification required: Select Yes or No from the drop down box.

SECTION VII – NOI PREPARER INFORMATION

Provide the name, mailing address, telephone number and eMail address of the person preparing the NOI.

SECTION VIII –Attachments

Attach a USGS topographic map indicating the location of the activity and the proposed discharge points.

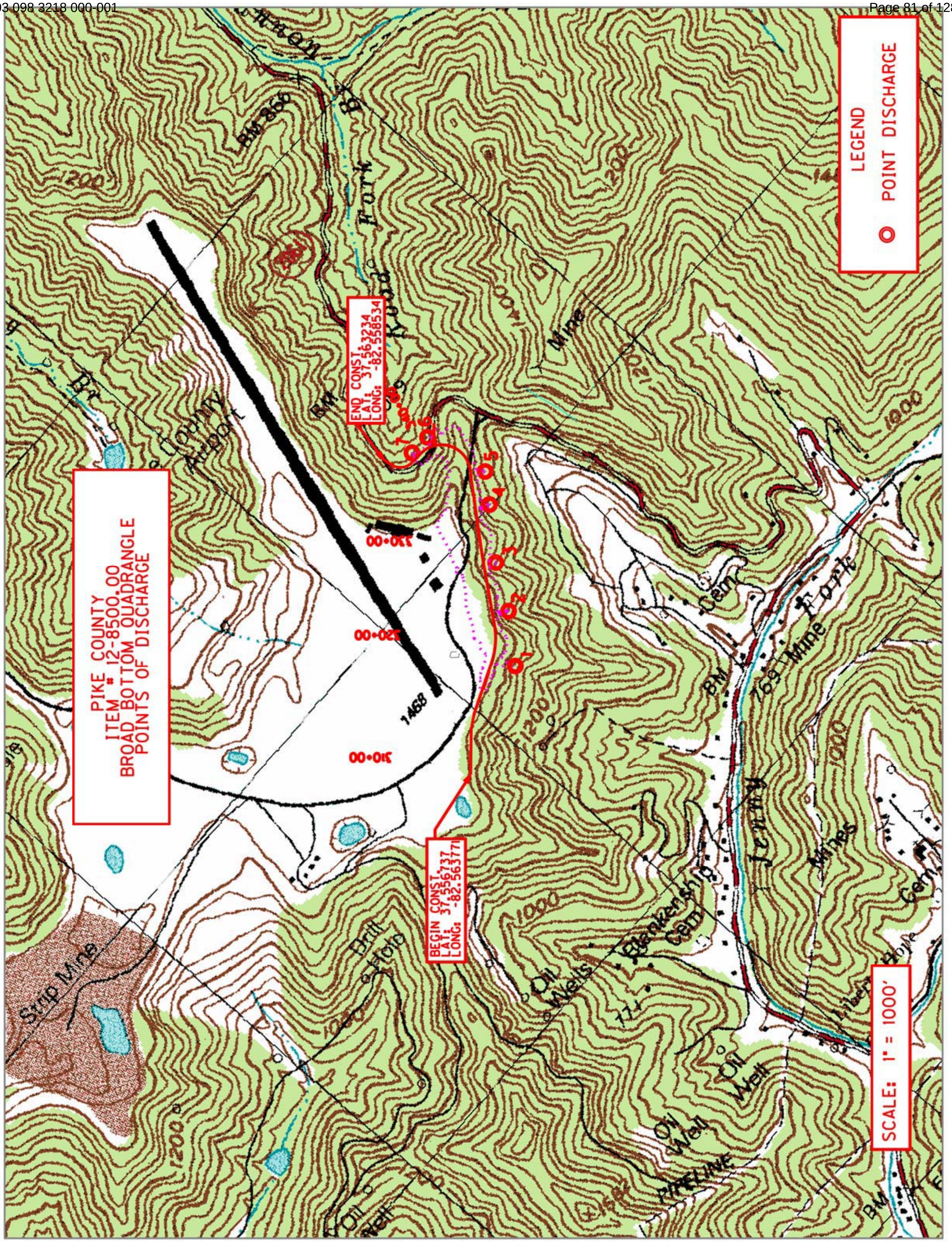
SECTION IX – CERTIFICATION

Provide the name, mailing address, telephone number and eMail address of the person who is responsible for the activity

Signature: Provide full name of the responsibility party. This will constitute a signature.

The NOI must be signed as follows:

Corporation: by a principal executive officer of at least the level of vice president
Partnership or sole proprietorship: by a general partner or the proprietor respectively


PIKE COUNTY
ITEM # 12-8500.00
BROAD BOTTOM QUADRANGLE
POINTS OF DISCHARGE
LEGEND
POINT DISCHARGE
SCALE: 1" = 1000'
BEGIN CONST.
LAT: 37.556737
LONG: -82.563771
END CONST.
LAT: 37.563234
LONG: -82.558534
310+00
320+00
330+00
1
2
3
4
5
6
7
Strip Mine
Airport
Oil Wells
Oil Well
Mine
Mines
Cem
Fork
PIPELINE

12-8500.00 POINT DISCHARGE				
POINT DISCHARGE	NORTHING	EASTING	LATITUDE	LONGITUDE
1	2101801.037	2564796.501	37.557695	-82.560472
2	2102168.638	2565094.666	37.558676	-82.559401
3	2102530.985	2565316.339	37.559650	-82.558594
4	2102914.827	2565636.809	37.560674	-82.557445
5	2103136.956	2565814.378	37.561267	-82.556806
6	2103694.249	2565684.109	37.562809	-82.557191
7	2103697.396	2565498.254	37.562835	-82.557831

Item No. 12 - 8500 **Project Mgr.** CHRIS JAMES

County PIKE **Route** KY-3218

CAP #	Date of Promise	Promise made to:	Location of Promise
1	02-AUG-10	PIKE COUNTY AIRPORT BOARD	TOTAL LENGTH OF PROJECT

CAP Description

BLASTING ON THE PROJECT SHALL ONLY BE ALLOWED BETWEEN 4:30 PM AND 5:00 PM. THIS RESTRICTION IS A PART OF THE "BLASTING AND CONSTRUCTION ACTIVITY AGREEMENT" BETWEEN KYTC AND THE PIKE COUNTY AIRPORT BOARD. THIS AGREEMENT HAS NOT BEEN FINALIZED YET BUT SHOULD BE AVAILABLE PRIOR TO ACTUAL CONSTRUCTION. A DRAFT OF THIS AGREEMENT WILL BE PROVIDED IN THE PROPOSAL.

2	02-AUG-10	PIKE COUNTY AIRPORT BOARD	RUNWAY PROTECTION ZONE

CAP Description

BASED ON DISCUSSIONS WITH AIRPORT PERSONNEL, IT HAS BEEN DETERMINED THAT CONSTRUCION INSIDE THE RUNWAY PROTECTION ZONE (RPZ) WITHIN CERTAIN ELEVATION LIMITS WILL REQUIRE THE CLOSURE OF THE RUNWAY. PLEASE SEE SHEET R5B IN THE PLANS FOR MORE INFORMATION REGARDING THE LOCATION OF THE RUNWAY PROTECTION ZONE AND THE CONSTRUCTION RESTRICTIONS.

3	02-AUG-10	PIKE COUNTY AIRPORT BOARD	NEAR PIKE COUNTY AIRPORT

CAP Description

THE CONTRACTOR SHALL BE REQUIRED TO STOCKPILE 40,000 CUBIC YARDS OF DURABLE SANDSTONE ON PROPERTY OWNED BY THE PIKE COUNTY AIRPORT BOARD AS SHOWN ON SHEET R5A-"EXCESS MATERIAL PLAN SHEET". THIS MATERIAL IS TO BE USED BY THE AIRPORT FOR A PROPOSED TAXIWAY PROJECT. SCHEDULING FOR HAULING THIS MATERIAL, APPROVAL FOR THE QUALITY OF ROCK, AND GUIDANCE FOR THE EXACT LOCATION OF THE STOCKPILE SHALL BE COORDINATED WITH PERSONNEL FROM THE PIKE COUNTY AIRPORT.

4	02-AUG-10	KYTC/DEA	EXCESS MATERIAL SITES

CAP Description

ONE DESIGNATED (SEE PREVIOUS CAP NOTE) AND TWO POTENTIAL EXCESS MATERIAL SITES HAVE BEEN IDENTIFIED FOR THE PROJECT. A FINDING OF NO SIGNIFICANT IMPACT (FONSI) WAS APPROVED FOR THE PROJECT ON 7-2-10. THE DESIGNATED AND POTENTIAL EXCESS MATERIAL SITES AS SHOWN HAVE RECEIVED ENVIRONMENTAL CLEARANCE. NO PERMITS ARE REQUIRED FOR ANY OF THESE SITES. IF ANY OTHER SITES ARE USED, ALL NECESSARY ENVIRONMENTAL CLEARANCES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO GAIN THE PERMISSION OF THE PROPERTY OWNERS TO UTILIZE ANY EXCESS MATERIAL SITES.

5	02-AUG-10	KYTC/GEOTECHNICAL BRANCH	EXCESS MATERIAL SITES

CAP Description

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DEMONSTRATE THE STABILITY OF THE EXCESS MATERIAL SITES. THE CONTRACTOR IS REQUIRED TO HIRE A PRE-QUALIFIED GEOTECHNICAL CONSULTANT FOR DRILLING AND ANALYSIS OF THE SITES. THE CENTRAL OFFICE GEOTECHNICAL BRANCH WILL REVIEW THE GEOTECHNICAL CONSULTANT'S WORK PRIOR TO CONSTRUCTION OF THE SITES.

6	02-AUG-10	KYTC/PIKE COUNTY AIRPORT BOARD	NEAR PIKE COUNTY AIRPORT

CAP Description

THE CONTRACTOR WILL BE REQUIRED TO ENTER PROPERTY OWNED BY THE PIKE COUNTY AIRPORT BOARD FOR VARIOUS CONSTRUCTION ACTIVITIES. A RIGHT OF ENTRY AGREEMENT BETWEEM KYTC AND THE PIKE COUNTY AIRPORT BOARD IS CURRENTLY BEING DEVELOPED AND SHOULD BE AVAILABLE PRIOR TO CONSTRUCTION. A DRAFT COPY OF THIS AGREEMENT WILL BE PROVIDED IN THE PROPOSAL.

7	02-AUG-10	KYTC/PIKE COUNTY AIRPORT BOARD	NEAR PIKE COUNTY AIRPORT BOARD

CAP Description

THE PLACEMENT OF RIGHT OF WAY MONUMENTS AND THE RELOCATION OF THE FENCE SHALL NOT PROCEED UNTIL A RIGHT OF WAY LINE HAS BEEN ESTABLISHED BETWEEN THE PIKE COUNTY AIRPORT BOARD AND KYTC PERSONNEL BOARD (PROJECT MANAGER, SECTION ENGINEER, AND BRANCH MANAGERS FOR PROJECT DEVELOPMENT AND PROJECT DELIVERY AND PRESERVATION.)

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

Any reference in the plans or proposal to the *Standard Specifications for Road and Bridge Construction, Edition of 2004,* and *Standard Drawings, Edition of 2000* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2008* and *Standard Drawings, Edition of 2003 with the 2008 Revision.*

Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2008 Edition

(Effective with the August 27, 2010 Letting)

SUBSECTION: **REVISION:**	101.02 Abbreviations. Insert the following abbreviation and text into the section: KEPSC Kentucky Erosion Prevention and Sediment Control
SUBSECTION: **REVISION:**	101.03 Definitions. Replace the definition for Specifications – *Special Provisions* with the following: Additions and revisions to the Standard and Supplemental Specifications covering conditions peculiar to and individual project.
SUBSECTION: **REVISION:**	102.03 Contents of the Bid Proposal Form. Replace the first sentence of the first paragraph with the following: The Bid Proposal form will be available on the Department internet website (http://transportation.ky.gov/contract/). Delete the second paragraph. Delete the last paragraph.
SUBSECTION: **REVISION:**	102.04 Issuance of Bid Proposal Form. Replace Heading with the following: 102.04 Bidder Registration. Replace the first sentence of the first paragraph with the following: The Department reserves the right to disqualify or refuse to place a bidder on the eligible bidder's list for a project for any of the following reasons: Replace the last sentence of the subsection with the following: The Department will resume placing the bidder on the eligible bidder's list for projects after the bidder improves his operations to the satisfaction of the State Highway Engineer.
SUBSECTION: **REVISION:**	102.06 Examination of Plans, Specifications, Special Provisions, Special Notes, and Site of Work. Replace the first paragraph with the following: Examine the site of the proposed work, the Bid Proposal, Plans, specifications, contract forms, and bulletins and addendums posted to the Department's website and the Bid Express Bidding Service Website before submitting the Bid Proposal. The Department considers the submission of a Bid Proposal prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract.
SUBSECTION: **REVISION:**	102.07.01 General. Replace the first sentence with the following: Submit the Bid Proposal on forms furnished on the Bid Express Bidding Service website (www.bidx.com). Replace the first sentence of the third paragraph with the following: Bid proposals submitted shall use an eligible Digital ID issued by Bid Express.

Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2008 Edition

(Effective with the August 27, 2010 Letting)

SUBSECTION: **REVISION:**	102.07.02 Computer Bidding. Replace the first paragraph with the following: Subsequent to registering for a specific project, use the Department's Expedite Bidding Program on the internet website of the Department of Highways, Division of Construction Procurement (http://transportation.ky.gov/contract/). Download the bid file from the Bid Express Bidding Service Website to prepare a Bid Proposal for submission to the Department. Submit Bid Proposal electronically through Bid Express Bidding Service. Delete the second and third paragraph.
SUBSECTION: **REVISION:**	102.08 Irregular Bid Proposals. Delete the following from the first paragraph: 4) fails to submit a disk created from the Highway Bid Program. Replace the second paragraph with the following: The Department will consider Bid Proposals irregular and may reject them for the following reasons: 1) when there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Bid Proposal incomplete, indefinite, or ambiguous as to its meaning; or 2) when the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award; or 3) any failure to comply with the provisions of Subsection 102.07; or 4) Bid Proposals in which the Department determines that the prices are unbalanced; or when the sum of the total amount of the Bid Proposal under consideration exceeds the bidder's Current Capacity Rating.
SUBSECTION: **REVISION:**	102.09 Bid Proposal Guaranty. Insert the following after the first sentence: Bid Proposals must have a bid proposal guaranty in the amount indicated in the bid proposal form accompany the submittal. A guaranty in the form of a paper bid bond, cashier's check, or certified check in an amount no less than the amount indicated on the submitted electronic bid is required when the electronic bid bond was not utilized with the Bid Express Bidding Service. Paper bid bonds must be delivered to the Division of Construction Procurement prior to the time of the letting.
SUBSECTION: **REVISION:**	102.10 Delivery of Bid Proposals. Replace paragraph with the following: Submit all Bid Proposals prior to the time specified in the Notice to Contractors. All bids shall be submitted electronically using Bid Express Bidding Services. Electronically submitted bids must be done in accordance with the requirements of the Bid Express Bidding Service.
SUBSECTION: **REVISION:**	102.11 Withdrawal or Revision of Bid Proposals. Replace the paragraph with the following: Bid Proposals can be withdrawn in accordance the requirements of the Bid Express Bidding Service prior to the time of the Letting.
SUBSECTION: **REVISION:**	102.13 Public Opening of Bid Proposals. Replace Heading with the following: 102.13 Public Announcement of Bid Proposals. Replace the paragraph with the following: The Department will publicly announce all Bid Proposals at the time indicated in the Notice to Contractors.

Supplemental Specifications to The Standard Specifications
for Road and Bridge Construction, 2008 Edition
(Effective with the August 27, 2010 Letting)

SUBSECTION: **REVISION:**	103.02 Award of Contract. Replace the first sentence of the third paragraph with the following: The Department will normally award the Contract within 10 working days after the date of receiving Bid Proposals unless the Department deems it best to hold the Bid Proposals of any or all bidders for a period not to exceed 60 calendar days for final disposition of award.
SUBSECTION: **REVISION:**	105.03 Record Plans. Replace the section with the following: Record Plans are those reproductions of the original Plans on which the accepted Bid Proposal was based and, and signed by a duly authorized representative of the Department. The Department will make these plans available for inspection in the Central Office at least 24 hours prior to the time of opening bids and up to the time of letting of a project or projects. The quantities appearing on the Record Plans are the same as those on which Bid Proposals are received. The Department will use these Record Plans as the controlling plans in the prosecution of the Contract. The Department will not make any changes on Record Plans subsequent to their issue unless done so by an approved contract modification. The Department will make 2 sets of Record Plans for each project, and will maintain one on file in the Central Office and one of file in the District Office. The Department will furnish the Contractor with the following: 1 full size, 2 half size and an electronic file copy of the Record Plans at the Pre-Construction conference.
SUBSECTION: **REVISION:**	105.12 Final Inspection and Acceptance of Work. Insert the following paragraphs after the first paragraph: Notify the Engineer when all electrical items are complete. A notice of the electrical work completion shall be made in writing to the Contractor. Electrical items will be inspected when the electrical work is complete and are not subject to waiting until the project as a whole has been completed. The Engineer will notify the Division of Traffic Operations within 3 days that all electrical items are complete and ready for a final inspection. A final inspection will be completed within 90 days after the Engineer notifies the Division of Traffic Operations of the electrical work completion. Energize all electrical items prior to notifying the Engineer that all electrical items are complete. Electrical items must remain operational until the Division of Traffic Operations has inspected and accepted the electrical portion of the project. Payment for the electrical service is the responsibility of the Contractor from the time the electrical items are energized until the Division of Traffic Operations has accepted the work. Complete all corrective work within 90 calendar days of receiving the original electrical inspection report. Notify the Engineer when all corrective work is complete. The Engineer will notify the Division of Traffic Operations that the corrective work has been completed and the project is ready for a follow-up inspection. Upon re-inspection, if additional corrective work is required, complete within the same 90 calendar day allowance. The Department will not include time between completion of the corrective work and the follow up electrical inspection(s). The 90 calendar day allowance is cumulative regardless of the number of follow-up electrical inspections required. The Department will assume responsibility for the electrical service on a project once the Division of Traffic Operations gives final acceptance of the electrical items on the project. The Department will also assume routine maintenance of those items. Any damage done to accepted electrical work items by other Contractors shall be the responsibility of the Prime Contractor. The Department will not be responsible for repairing damage done by other contractors during the construction of the remaining project. Failure to complete the electrical corrective work within the 90 calendar day allowance will result in penalties assessed to the project. Penalties will be assessed at ½ the rate of liquidated damages established for the contract. Replace the following in the second sentence of the second paragraph: Replace Section 213 with Section 212. Delete the fifth paragraph from the section.

Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2008 Edition

(Effective with the August 27, 2010 Letting)

SUBSECTION: **REVISION:**	105.13 Claim Resolution Process. Replace the last sentence of the 3. Bullet with the following: If the Contractor did not submit an as-bid schedule at the Pre-Construction Meeting or a written narrative in accordance with Subsection 108.02, the Cabinet will not consider the claim for delay. Delete the last paragraph from the section.
SUBSECTION: **REVISION:**	106.04 Buy America Requirement. Replace the section with the following: **106.04 Buy America Requirement.** Follow the "Buy America" provisions as required by Title 23 Code of Federal Regulations § 635.410. Except as expressly provided herein all manufacturing processes of steel or iron materials including but not limited to structural steel, guardrail materials, corrugated steel, culvert pipe, structural plate, prestressing strands, and steel reinforcing bars shall occur in the United States of America, including the application of: • Coating, • Galvanizing, • Painting, and • Other coating that protects or enhances the value of steel or iron products. The following are exempt, unless processed or refined to include substantial amounts of steel or iron material, and may be used regardless of source in the domestic manufacturing process for steel or iron material: • Pig iron, • Processed, pelletized, and reduced iron ore material, or • Processed alloys. The Contractor shall submit a certification stating that all manufacturing processes involved with the production of steel or iron materials occurred in the United States. Produce, mill, fabricate, and manufacture in the United States of America all aluminum components of bridges, tunnels, and large sign support systems, for which either shop fabrication, shop inspection, or certified mill test reports are required as the basis of acceptance by the Department. Use foreign materials only under the following conditions: 1) When the materials are not permanently incorporated into the project; or 2) When the delivered cost of such materials used does not exceed 0.1 percent of the total Contract amount or $2,500.00, whichever is greater. The Contractor shall submit to the Engineer the origin and value of any foreign material used.

Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2008 Edition

(Effective with the August 27, 2010 Letting)

SUBSECTION: **REVISION:**	106.10 Field Welder Certification Requirements. Insert the following sentence before the first sentence of the first paragraph: All field welding must be performed by a certified welder unless otherwise noted.
SUBSECTION: **REVISION:**	108.02 Progress Schedule. Insert the following prior to the first paragraph: Specification 108.02 applies to all Cabinet projects except the following project types: • Right of Way Mowing and/or Litter Removal • Waterborne Paint Striping • Projects that contain Special Provision 82 • Projects that contain the Special Note for CPM Scheduling Insert the following paragraph after paragraph two: Working without the submittal of a Written Narrative is violation of this specification and additionally voids the Contractor's right to delay claims. Insert the following paragraph after paragraph six: The submittal of bar chart or Critical Path Method schedule does not relieve the Contractor's requirement to submit a Written Narrative schedule. Insert the following at the beginning of the first paragraph of A) Written Narrative.: Submit the Written Narrative Schedule using form TC 63-50 available at the Division of Construction's website (http://www.transportation.ky.gov/construction/ResCenter/ResCenter.htm). Replace Part A) Written Narrative 1. And 2. with the following: 1. Provide a description that includes how the Contractor will sequence and stage the work, how the Contractor plans to maintain and control traffic being specific and detailed, and what equipment and crew sizes are planned to execute the work. 2. Provide a list of project milestones including, if applicable, winter shut-downs, holidays, or special events. The Contractor shall describe how these milestones and other dates effect the prosecution of the work. Also, include start date and completion date milestones for the contract, each project if the contract entails multiple projects, each phase of work, site of work, or segment of work as divided in the project plans, proposal, or as subdivided by the Contractor.

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SUBSECTION: **REVISION:**	110.01 Mobilization. Replace paragraph three with the following: Do not bid an amount for Mobilization that exceeds 5 percent of the sum of the total amounts bid for all items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives. The Department will automatically adjust any Bid Proposals that are in excess of this amount down to 5 percent to compare Bid Proposals and award the Contract. The Department will award a Contract for the actual amount bid when the amount bid for Mobilization is less than 5 percent, or the Department will award the Contract for the adjusted bid amount of 5 percent when the amount bid for Mobilization is greater than 5 percent. If any errors in unit bid prices for other Contract items in a Contractor's Bid Proposal are discovered after bid opening and such errors reduce the total amount bid for all other items, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, so that the percent bid for Mobilization is larger than 5 percent, the Department will adjust the amount bid for Mobilization to 5 percent of the sum of the corrected total bid amounts.
SUBSECTION: **REVISION:**	110.02 Demobilization. Replace the third paragraph with the following: Bid an amount for Demobilization that is a minimum of $1,000 or 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives. The Department will automatically adjust any Bid Proposal that is less than this amount up to $1,000 or 1.5 percent to compare Bid Proposals and award the Contract. The Department will award a Contract for the actual amount bid when the amount bid for demobilization exceeds 1.5 percent, or the Department will award the Contract for the adjusted bid amount when the amount bid for demobilization is less than the minimum of $1,000 or less than 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives.
SUBSECTION: **REVISION:**	110.04 Payment. Insert the following paragraph following the demobilization payment schedule (4th paragraph): The Department will withhold an amount equal to $1,000 for demobilization, regardless of the schedule listed above. The $1,000 withheld for demobilization will be paid when the final estimate is paid.
SUBSECTION: **REVISION:**	112.03.01 General Traffic Control. Replace paragraph three with the following: All flaggers shall be trained in current MUTCD flagging procedures. Proof of training must be available for review at the Department's request. Flagging credentials must be current within the last 5 years.
SUBSECTION: **PART:** **REVISION:**	112.03.11 Temporary Pavement Markings. B) Placement and Removal of Temporary Striping. Replace the 2nd sentence of the first paragraph with the following: On interstates and parkways, and other roadways approved by the State Highway Engineer, install pavement striping that is 6 inches in width.
SUBSECTION: **REVISION:**	112.03.12 Project Traffic Coordinator (PTC). Add the following at the end of the subsection: After October 1, 2008 the Department will require the PTC to have successfully completed the applicable qualification courses. Personnel that have not successfully completed the applicable courses by that date will not be considered qualified. Prior to October 1, 2008, conform to Subsection 108.06 A) and ensure the designated PTC has sufficient skill and experience to properly perform the task.

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SUBSECTION: 112.03.15 Non-Compliance of Maintain and Control of Traffic.
REVISION: Add the following section:

112.03.15 Non-Compliance of Maintain and Control of Traffic. It is the Contractor's responsibility to conform to the traffic control requirements in the TCP, Proposal, plan sheets, specifications, and the Manual on Uniform Traffic Control Devices.

Unless specified elsewhere in the contract, a penalty will be assessed in the event of non-compliance with Maintain and Control of Traffic requirements. These penalties will be assessed when the Contractor fails to correct a situation or condition of non-compliance with the contract traffic control requirements after being notified by the Engineer. The calculation of accrued penalties for non-compliance will be based upon the date/time of notification by the Engineer.

The amount of the penalty assessed for non-compliance will be determined based upon the work zone duration, as defined by the MUTCD, and will be the greatest of the different calculation methods indicated below:

A) Long-term stationary work that occupies a location more than 3 days.

Correct the non-compliant issue within 24 hours from initial notification by the Engineer. If the issue is not corrected within 24 hours from the initial notification, a penalty for non-compliance will be assessed on a daily basis beginning from the initial notification of non-compliance. The Contractor will be assessed a $1,000 daily penalty or the amount equal to the contract liquidated damages in Section 108.09, whichever of the 2 is greater. The penalty for non-compliance will escalate as follows for continued non-compliance after the initial notification.

3 Days after Notification
$1,500 daily penalty or 1.5 times the contract liquidated damages daily charge rate in Section 108.09, whichever is greater.

7 Days after Notification
$2,000 daily penalty or double the contract liquidated damages daily charge rate in Section 108.09, whichever is greater.

B) Intermediate-term stationary work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than 1 hour.

Correct the non-compliant issue within 4 hours from initial notification by the Engineer. If the issue is not corrected within 4 hours from notification, a penalty for non-compliance will be assessed on an hourly basis beginning from the initial notification of non-compliance. The penalty for non-compliance will be assessed at $200 per hour.

C) Short-term stationary is daytime work that occupies a location for more than 1 hour within a single daylight period.

Correct the non-compliant issue within 1 hour from initial notification by the Engineer. If the issue is not corrected within 1 hour from notification, a penalty for non-compliance will be assessed on an hourly basis beginning from the initial notification of non-compliance. The penalty for non-compliance will be assessed at $200 per hour.

If the Contractor remains in violation of the Maintain and Control of Traffic requirements, or if the Department determines it to be in the public's interest, work will be suspended in accordance with Section 108.08 until the deficiencies are corrected. The Department reserves the right to correct deficiencies by any means available and charge the Contractor for labor, equipment, and material costs incurred in emergency situations.

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SUBSECTION: **REVISION:**	206.03.02 Embankment Replace the last paragraph with the following: When rock roadbed is specified, construct the upper 2 feet of the embankment according to Subsection 204.03.09 A).
SUBSECTION: **REVISION:**	213.03.03 Inspection and Maintenance. Insert the following paragraph after the second paragraph: When the Contractor is required to obtain the KPDES permit, it is their responsibility to ensure compliance with the inspection and maintenance requirements of the permit. The Engineer will perform verification inspections a minimum of once per month and within 7 days of a ½ inch or greater rainfall event. The Engineer will document these inspections using Form TC 63-61 A. The Engineer will provide copies of the inspection only when improvements to the BMP's are required. Verification inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance with the KPDES permit. Initiate corrective action within 24 hours of any noted deficiency and complete the work within 5 days.
SUBSECTION: **PART:** **REVISION:**	213.03.05 Temporary Control Measures. E) Temporary Seeding and Protection. Replace the first paragraph with the following: Apply an Annual Rye seed mix at a rate of 100 pounds per acre during the months of March through August. In addition to the Annual Rye, add 10 pounds of German Foxtail-Millet (Setaria italica), when performing temporary seeding during the months of June through August. During the months of September through February, apply Winter Wheat or Rye Grain at a rate of 100 pounds per acre. Obtain the Engineer's approval prior to the application of the seed mixture.
SUBSECTION: **PART:** **REVISION:**	213.03.05 Temporary Control Measures. F) Temporary Mulch. Replace the last sentence with the following: Place temporary mulch to an approximate 2-inch loose depth (2 tons per acre) and anchor it into the soil by mechanically crimping it into the soil surface or applying tackifier to provide a protective cover. Regardless of the anchoring method used, ensure the protective cover holds until disturbance is required or permanent controls are in installed.
SUBSECTION: **REVISION:**	303.05 Payment. Replace the second paragraph of the section with the following: The Department will make payment for Drainage Blanket-Type II (ATDB) according to the Lot Pay Adjustment Schedule for Specialty Mixtures in Section 402.
SUBSECTION: **PART:** **REVISION:**	401.02.04 Special Requirements for Dryer Drum Plants. F) Production Quality Control. Replace the first sentence with the following: Stop mixing operations immediately if, at any time, a failure of the automatic electronic weighing system of the aggregate feed, asphalt binder feed, or water injection system control occurs.

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SUBSECTION: 401.02.04 Special Requirements for Dryer Drum Plants.
REVISION: Add the following:

Part G) **Water Injection System.** Provided each system has prior approval as specified in Subsection 402.01.01, the Department will allow the use of water injection systems for purposes of foaming the asphalt binder and lowering the mixture temperature for production of Warm Mix Asphalt (WMA).

Ensure the equipment for water injection meets the following requirements:

1) Injection equipment computer controls are automatically coupled to the plants controls (manual operation is not permitted);
2) Injection equipment has variable controls that introduce water ratios based on production rates of mixtures;
3) Injects water into the flow of asphalt binder prior to contacting the aggregate;
4) Provides alarms on the water injection system that operate when the flow of water is interrupted or deviates from the prescribed water rate.

SUBSECTION: 401.03.01 Preparation of Mixtures.
REVISION: Replace the last sentence of the second paragraph with the following:

Do not use asphalt binder while it is foaming in a storage tank.

SUBSECTION: 401.03.01 Preparation of Mixtures.
REVISION: Replace the third paragraph and Mixing and Laying Temperature table with the following:

Maintain the temperature of the component materials and asphalt mixture within the ranges listed in the following table:

MIXING AND LAYING TEMPERATURES (°F)

Material		Minimum	Maximum
Aggregates		240	330
Aggregates used with Recycled Asphalt Pavement (RAP)		240	—
Asphalt Binders	PG 64-22	230	330
	PG 76-22	285	350
Asphalt Mixtures at Plant (Measured in Truck)	PG 64-22 HMA	250	330
	PG 76-22 HMA	310	350
	PG 64-22 WMA	230	275
	PG 76-22 WMA	250	300
Asphalt Mixtures at Project (Measured in Truck When Discharging)	PG 64-22 HMA	230	330
	PG 76-22 HMA	300	350
	PG 64-22 WMA	210	275
	PG 76-22 WMA	240	300

SUBSECTION: 402.01 Description.
REVISION: Replace the paragraph with the following:

Provide the process control and acceptance testing of all classes and types of asphalt mixtures which may be furnished either as hot mix asphalt (HMA) or warm mix asphalt (WMA) produced with water injection systems.

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SUBSECTION REVISION:	402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval. Add the following subsection: 402.01.01 Warm Mix Asphalt (WMA) Evaluation and Approval. The Department will evaluate trial production of WMA by use of a water injection system provided the system is installed according to the manufacturer's requirements and satisfies the requirements of Section 401. Evaluation will include production and placement of WMA to demonstrate adequate mixture quality including volumetric properties and density by Option A as specified in Subsection 402.03.02 D). Do not place WMA for evaluation on Department projects. Provided production and placement operations satisfy the applicable quality levels, the Department will approve WMA production on Department projects using the water injection system as installed on the specific asphalt mixing plant evaluated.
SUBSECTION: **REVISION:**	402.05.02 Asphalt Mixtures and Mixtures With RAP. Replace Subsection Title as below: 402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.
SUBSECTION: **REVISION:**	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Replace the paragraph with the following: The Department will pay for the mixture at the Contract unit bid price and apply a Lot Pay Adjustment for each lot placed based on the degree of compliance with the specified tolerances. Using the appropriate Lot Pay Adjustment Schedule, the Department will assign a pay value for the applicable properties within each sublot and average the sublot pay values to determine the pay value for a given property for each lot. The Department will apply the Lot Pay Adjustment for each lot to a defined unit price of $50.00 per ton. The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.
SUBSECTION: **PART:** **REVISION:**	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. C) Conventional and RAP Mixtures Placed on Shoulders. Replace title with the following: HMA, WMA, and RAP Mixtures Placed on Shoulders.
SUBSECTION: **PART:** **REVISION:**	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. D) Conventional and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge. Replace the title with the following: HMA, WMA, and RAP Mixtures Placed Monolithically as Asphalt Pavement Wedge.
SUBSECTION: **PART:** **TABLES:** **REVISION:**	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP. Lot Pay Adjustment Schedule, Compaction Option A, Base and Binder Mixtures VMA Replace the VMA table with the following:

VMA

Pay Value	Deviation From Minimum
1.00	≥ min. VMA
0.95	0.1-0.5 below min.
0.90	0.6-1.0 below min.
(1)	> 1.0 below min.

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SUBSECTION: 402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.
PART: Lot Pay Adjustment Schedule, Compaction Option A, Surface Mixtures
TABLES: VMA
REVISION: Replace the VMA table with the following:

VMA	
Pay Value	Deviation From Minimum
1.00	≥ min. VMA
0.95	0.1-0.5 below min.
0.90	0.6-1.0 below min.
(1)	> 1.0 below min.

SUBSECTION: 402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures With RAP.
PART: Lot Pay Adjustment Schedule, Compaction Option B Mixtures
TABLE: VMA
REVISION: Replace the VMA table with the following:

VMA	
Pay Value	Deviation From Minimum
1.00	≥min. VMA
0.95	0.1-0.5 below min.
0.90	0.6-1.0 below min.
(2)	> 1.0 below min.

SUBSECTION: 403.03.03 Preparation of Mixture.
PART: C) Mix Design Criteria.
NUMBER: 1) Preliminary Mix Design.
REVISION: Replace the last two sentences of the paragraph and table with the following:

Complete the volumetric mix design at the appropriate number of gyrations as given in the table below for the number of 20-year ESAL's. The Department will define the relationship between ESAL classes, as given in the bid items for Superpave mixtures, and 20-year ESAL ranges as follows:

		Number of Gyrations		
Class	**ESAL's (millions)**	$N_{initial}$	N_{design}	N_{max}
2	< 3.0	6	50	75
3	3.0 to < 30.0	7	75	115
4	≥ 30.0	8	100	160

SUBSECTION: 403.03.09 Leveling and Wedging, and Scratch Course.
PART: A) Leveling and Wedging.
REVISION: Replace the first sentence of the first paragraph with the following:

Conform to the gradation requirements (control points) of AASHTO M 323 for base, binder, or surface as the Engineer directs.

SUBSECTION: 403.03.09 Leveling and Wedging, and Scratch Course.
PART: B) Scratch Course.
REVISION: Replace the second sentence of the first paragraph with the following:

Conform to the gradation requirements (control points) of AASHTO M 323 for base, binder, or surface as the Engineer directs.

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SUBSECTION:	407.01 DESCRIPTION.
REVISION:	Replace the first sentence of the paragraph with the following: Construct a pavement wedge composed of a hot-mixed or warm-mixed asphalt mixture.
SUBSECTION:	409.01 DESCRIPTION.
REVISION:	Replace the first sentence of the paragraph with the following: Use reclaimed asphalt pavement (RAP) from Department projects or other approved sources in hot mix asphalt (HMA) or warm mix asphalt (WMA) provided mixture requirements are satisfied.
SUBSECTION:	410.01 DESCRIPTION.
REVISION:	Delete the second sentence of the paragraph.
SUBSECTION:	410.03.01 Corrective Work.
REVISION:	Replace the last sentence of the paragraph with the following: Provide a final surface comparable to the adjacent pavement that does not require corrective work in respect to texture, appearance, and skid resistance.
SUBSECTION:	410.03.02 Ride Quality.
PART:	B) Requirements.
NUMBER:	1) Category A.
REVISION:	Replace the last sentence of the first paragraph with the following: At the Department's discretion, a pay deduction of $1200 per 0.1-lane-mile section may be applied in lieu of corrective work.
SUBSECTION:	410.03.02 Ride Quality.
PART:	B) Requirements.
NUMBER:	2) Category B.
REVISION:	Replace the second and third sentence of the first paragraph with the following: When the IRI is greater than 90 for a 0.1-mile section, perform corrective work, or remove and replace the pavement to achieve the specified IRI. At the Department's discretion, a pay deduction of $750 per 0.1-lane-mile section may be applied in lieu of corrective work.
SUBSECTION:	410.05 PAYMENT.
REVISION:	Add the following sentence to the end of the first paragraph: The sum of the pay value adjustments for ride quality shall not exceed $0 for the project as a whole.
SUBSECTION:	413.05.02 CL3 SMA BASE 1.00D PG76-22.
REVISION:	Insert the following sentence between the first and second sentence of the first paragraph: The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.

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SUBSECTION: 413.05.02 CL3 SMA BASE 1.00D PG 76-22.
TABLE: JOINT DENSITY TABLE
REVISION: Replace the joint density table with the following:

LANE DENSITY	
Pay Value	Test Result (%)
1.05	95.0-96.5
1.00	93.0-94.9
0.95	92.0-92.9 or 96.6-97.0
0.90	91.0-91.9 or 97.1-97.5
(1)	< 91.0 or > 97.5

SUBSECTION: 413.05.03 CL3 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22.
REVISION: Insert the following sentence between the first and second sentence of the first paragraph:

The Department will calculate the Lot Pay Adjustment using all possible incentives and disincentives but will not allow the overall pay value for a lot to exceed 1.00.

SUBSECTION: 413.05.03 CL3 SMA SURF 0.50A PG76-22 and CL3 SMA SURF 0.38A PG76-22.
TABLE: JOINT DENSITY TABLE
REVISION: Replace the joint density table with the following:

DENSITY		
Pay Value	Lane Density Test Result (%)	Joint Density Test Result (%)
1.05	95.0-96.5	92.0-96.0
1.00	93.0-94.9	90.0-91.9
0.95	92.0-92.9 or 96.6-97.0	89.0-89.9 or 96.1-96.5
0.90	91.0-91.9 or 97.1-97.5	88.0-88.9 or 96.6-97.0
0.75	----	< 88.0 or > 97.0
(1)	< 91.0 or > 97.5	----

SUBSECTION: 501.05.02 Ride Quality.
REVISION: Add the following sentence to the end of the first paragraph:

The sum of the pay value adjustments for the ride quality shall not exceed $0 for the project as a whole.

SUBSECTION: 505.03.04 Detectable Warnings.
REVISION: Replace the first sentence with the following:

Install detectable warning pavers at all sidewalk ramps and on all commercial entrances according to the Standard Drawings.

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SUBSECTION: **REVISION:**	505.04.04 Detectable Warnings. Replace the paragraph with the following: The Department will measure the quantity in square feet. All retrofit applications for maintenance projects will require the removal of existing sidewalks to meet the requirements of the standard drawings applicable to the project. The cost associated with the removal of the existing sidewalk will be incidental to the detectable warnings bid item or incidental to the bid item for the construction of the concrete sidewalk unless otherwise noted.
SUBSECTION: **REVISION:**	505.05 PAYMENT. Add the following to the bid item table: Code — Pay Item — Pay Unit 23158ES505 — Detectable Warnings — Square Foot
SUBSECTION: **REVISION:**	509.01 DESCRIPTION. Replace the second paragraph with the following: The Department may allow the use of similar units that conform to the National Cooperative Highway Research Program (NCHRP) 350 Test Level 3 (TL-3) requirements and the typical features depicted by the Standard Drawings. Obtain the Engineers approval prior to use. Ensure the barrier wall shape, length, material, drain slot dimensions and locations typical features are met and the reported maximum deflection is 3 feet or less from the NCHRP 350 TL-3 for Test 3 – 11 (pickup truck impacting at 60 mph at a 25-degree angle.)
SUBSECTION: **REVISION:**	601.03.02 Concrete Producer Responsibilities. Add the following to the first paragraph: If a concrete plant becomes unqualified during a project and there are no other qualified plants in the region, the Department will provide qualified personnel to witness and ensure the producer follows the required specifications. The Department will assess the Contractor a $100 per hour charge for this service.
SUBSECTION: **REVISION:**	606.02.11 Coarse Aggregate. Replace with the following: Conform to Section 805, size No. 8 or 9-M.
SUBSECTION: **REVISION:**	609.04.06 Joint Sealing. Replace Subsection 601.04 with the following: Subsection 606.04.08.
SUBSECTION: **REVISION:**	609.05 Payment. Replace the Pay Unit for Joint Sealing with the following: See Subsection 606.05.
SUBSECTION: **REVISION:**	701.03.06 Initial Backfill. Replace the first sentence of the last paragraph with the following: When the Contract specifies, perform quality control testing to verify compaction according to KM 64-512.

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SUBSECTION:	701.03.08 Testing of Pipe.
REVISION:	Replace and rename the subsection with the following: **701.03.08 Inspection of Pipe.** The engineer will visually inspect all pipe. The Department will require camera/video inspection on a minimum of 50 percent of the linear feet of all installed pipe structures. Conduct camera/video inspection according to KM 64-114. The pipe to be installed under pavement will be selected first. If the total linear feet of pipe under pavement is less than 50 percent of the linear feet of all pipe installed, the Engineer will randomly select installations from the remaining pipe structures on the project to provide for the minimum inspection requirement. The pipe will be selected in complete runs (junction-junction or headwall-headwall) until the total linear feet of pipe to be inspected is at least 50 percent of the total linear feet of all installed pipe on the project. Unless the Engineer directs otherwise, schedule the inspections no sooner than 30 days after completing the installation and completion of earthwork to within 1 foot of the finished subgrade. When final surfacing conflicts with the 30-day minimum, conduct the inspections prior to placement of the final surface. The contractor must ensure that all pipe are free and clear of any debris so that a complete inspection is possible. Notify the Engineer immediately if distresses or locations of improper installation are discovered. When camera testing shows distresses or improper installation in the installed pipe, the Engineer may require additional sections to be tested. Provide the video and report to the Engineer when testing is complete in accordance with KM 64-114. Pipes that exhibit distress or signs of improper installation may necessitate repair or removal as the Engineer directs. These signs include, but are not limited to: deflection, cracking, joint separation, sagging or other interior damage. If corrugated metal or thermoplastic pipes exceed the deflection and installation thresholds indicated in the table below, provide the Department with an evaluation of each location conducted by a Professional Engineer addressing the severity of the deflection, structural integrity, environmental conditions, design service life, and an evaluation of the factor of safety using Section 12, “Buried Structures and Tunnel Liners,” of the AASHTO LRFD Bridge Design Specifications. Based on the evaluation, the Department may allow the pipe to remain in place at a reduced unit price as shown in the table below. Provide 5 business days for the Department to review the evaluation. When the pipe shows deflection of 10 percent or greater, remove and replace the pipe. When the camera/video or laser inspection results are called into question, the Department may require direct measurements or mandrel testing. The Cabinet may elect to conduct Quality Assurance verifications of any pipe inspections.
SUBSECTION:	701.04.07 Testing.
REVISION:	Replace and rename the subsection with the following: **701.04.07 Pipeline Video Inspection.** The Department will measure the quantity in linear feet along the pipe invert of the structure inspected. When inspection above the specified 50 percent is performed due to a disagreement or suspicion of additional distresses and the Department is found in error, the Department will measure the quantity as Extra Work according to Subsection 104.03. However, if additional distresses or non-conformance is found, the Department will not measure the additional inspection for payment.
SUBSECTION:	701.05 PAYMENT.
REVISION:	Add the following pay item to the list of pay items: Code — Pay Item — Pay Unit 23131ER701 — Pipeline Video Inspection — Linear Foot

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SUBSECTION: 701.05 PAYMENT
TABLE: PIPE DEFLECTION DETERMINED BY CAMERA TESTING
REVISION: Replace this table with the following table and note:

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

[(1)] *Provide Structural Analysis as indicated above. Based on the structural analysis, pipe may be allowed to remain in place at the reduced unit price.*

SUBSECTION: 701.05 PAYMENT
TABLE: PIPE DEFLECTION DETERMINED BY MANDREL TESTING
REVISION: Delete this table.

SUBSECTION: 713.02.01 Paint.
REVISION: Replace with the following:

Conform to Section 842 and Section 846.

SUBSECTION: 713.03 CONSTRUCTION.
REVISION: Replace the first sentence of the second paragraph with the following:

On interstates and parkways, and other routes approved by the State Highway Engineer, install pavement striping that is 6 inches in width.

SUBSECTION: 713.03.03 Paint Application.
REVISION: Replace the second paragraph with the following table:

Material	**Paint Application Rate**	**Glass Beads Application Rate**
4 inch waterborne paint	Min. of 16.5 gallons/mile	Min. of 6 pounds/gallon
6 inch waterborne paint	Min. of 24.8 gallons/mile	Min. of 6 pounds/gallon
6 inch durable waterborne paint	Min. of 36 gallons/mile	Min. of 6 pounds/gallon

SUBSECTION: 713.03.04 Marking Removal.
REVISION: Replace the last sentence of the paragraph with the following:

Vacuum all marking material and removal debris concurrently with the marking removal operation.

SUBSECTION: 713.05 PAYMENT.
REVISION: Insert the following codes and pay items below the Pavement Striping – Permanent Paint:

Code	Pay Item	Pay Unit
23159EN	Durable Waterborne Marking – 6 IN W	Linear Foot
23160EN	Durable Waterborne Marking – 6 IN Y	Linear Foot

SUBSECTION: 714.03 CONSTRUCTION.
REVISION: Insert the following paragraph at the end of the third paragraph:

Use Type I Tape for markings on bridge decks, JPC pavement and JPC intersections. Thermoplastic should only be used for markings on asphalt pavement.

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SUBSECTION: **REVISION:**	714.03.07 Marking Removal. Replace the third sentence of the paragraph with the following: Vacuum all marking material and removal debris concurrently with the marking removal operation.
SUBSECTION: **REVISION:**	716.01 DESCRIPTION. Insert the following after the first sentence: Energize lighting as soon as it is fully functional and ready for inspection. Ensure that lighting remains operational until the Division of Traffic Operations has provided written acceptance of the electrical work.
SUBSECTION: **REVISION:**	716.02.01 Roadway Lighting Materials. Replace the third sentence of the paragraph with the following: Submit for material approval an electronic file of descriptive literature, drawings, and any requested design data.
SECTION: **REVISION:**	717 – THERMOPLASTIC INTERSECTION MARKINGS. Replace the section name with the following: INTERSECTION MARKINGS.
SUBSECTION: **REVISION:**	717.01 DESCRIPTION: Replace the paragraph with the following: Furnish and install thermoplastic or Type I tape intersection markings (Stop Bars, Crosswalks, Turn Arrows, etc.) Thermoplastic markings may be installed by either a machine applied, screed extrusion process or by applying preformed thermoplastic intersection marking material.
SUBSECTION: **REVISION:**	717.02 MATERIALS AND EQUIPMENT. Insert the following subsection: 717.02.06 Type I Tape. Conform to Section 836.
SUBSECTION: **REVISION:**	717.03.03 Application. Insert the following part to the subsection: B) Type I Tape Intersection Markings. Apply according to the manufacturer's recommendations. Cut all tape at pavement joints when applied to concrete surfaces.
SUBSECTION: **PART:** **REVISION:**	717.03.05 Proving Period. A) Requirements. Insert the following to this section: 2) Type I Tape. During the proving period, ensure that the pavement marking material shows no signs of failure due to blistering, excessive cracking, bleeding, staining, discoloration, oil content of the pavement materials, drippings, chipping, spalling, poor adhesion to the pavement, loss of retroreflectivity, vehicular damage, and normal wear. Type I Tape is manufactured off site and warranted by the manufacturer to meet certain retroreflective requirements. As long as the material is adequately bonded to the surface and shows no signs of failure due to the other items listed in Subsection 714.03.06 A) 1), retroreflectivity readings will not be required. In the absence of readings, the Department will accept tape based on a nighttime visual observation.

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SUBSECTION: 717.03.06 Marking Removal.
REVISION: Replace the third sentence of the paragraph with the following:

Vacuum all marking material and removal debris concurrently with the marking removal operation.

SUBSECTION: 717.05 PAYMENT.
REVISION: Insert the following bid item codes:

Code	Pay Unit	Pay Item
06563	Pave Marking – R/R X Bucks 16 IN	Linear Foot
20782NS714	Pave Marking Thermo – Bike	Each
23251ES717, 23264ES717	Pave Mark TY I Tape X-Walk, Size	Linear Foot
23252ES717, 23265ES717	Pave Mark TY I Tape Stop Bar, Size	Linear Foot
23253ES717	Pave Mark TY I Tape Cross Hatch	Square Foot
23254ES717	Pave Mark TY I Tape Dotted Lane Extension	Linear Foot
23255ES717	Pave Mark TY I Tape Arrow, Type	Each
23268ES717-23270ES717		
23256ES717	Pave Mark TY I Tape- ONLY	Each
23257ES717	Pave Mark TY I Tape- SCHOOL	Each
23266ES717	Pave Mark TY 1 Tape R/R X Bucks-16 IN	Linear Foot
23267ES717	Pave Mark TY 1 Tape-Bike	Each

SUBSECTION: 725.02.02 Type VI Class C & CT.
REVISION: Replace bullet 2) with the following:

2) The SCI100GM System as developed by SCI Products, Inc. of St. Charles, Illinois. For all miscellaneous metal work conform to ASTM A 36 and galvanize according to ASTM A 123. For the SCI100GM fender panels conform to AASHTO 180. Galvanize the SCI100GM fender panels and SCI100GM -beam connectors after fabrication according to ASTM A 123.

SUBSECTION: 725.02.04 Type VII Class C.
REVISION: Replace bullet 2) with the following:

2) The SCI100GM System as developed by SCI Products, Inc. of St. Charles, Illinois. For all miscellaneous metal work conform to ASTM A 36 and galvanize according to ASTM A 123. For the SCI100GM fender panels conform to AASHTO 180. Galvanize the SCI100GM fender panels and SCI100GM-beam connectors after fabrication according to ASTM A 123.

SUBSECTION: 805.01 GENERAL.
REVISION: Replace the second paragraph with the following:

The Department's List of Approved Materials includes the Aggregate Source List, the list of Class A and Class B Polish-Resistant Aggregate Sources, and the Concrete Restriction List.

SUBSECTION: 805.04 CONCRETE.
REVISION: Replace the "AASHTO T 160" reference in first sentence of the third paragraph with "KM 64-629"

SUBSECTION: 805.15 GRADATION ACCEPTANCE OF NON-SPECIFICATION COARSE AGGREGATE.
TABLE: AGGREGATE SIZE USE
PART: Cement Concrete Structures and Incidental Construction
REVISION: Replace "9-M for Waterproofing Overlays" with "8 or 9-M for Waterproofing Overlays"

Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2008 Edition

(Effective with the August 27, 2010 Letting)

SUBSECTION: 805.15 GRADATION ACCEPTANCE OF NON-SPECIFICATION COARSE AGGREGATE.
REVISION: Replace the "SIZES OF COARSE AGGREGATES" table in with the following:

SIZES OF COARSE AGGREGATES

	Sieve	AMOUNTS FINER THAN EACH LABORATORY SIEVE (SQUARE OPENINGS) PERCENTAGE BY WEIGHT															
Aggregate Size	Nominal [3] Maximum Aggregate Size	4 inch	3 1/2 inch	3 inch	2 1/2 inch	2 inch	1 1/2 inch	1 inch	3/4 inch	1/2 inch	3/8 inch	No. 4	No. 8	No. 16	No. 30	No. 100	No. 200
1	3 ½ inch	100	90-100		25-60		0-15		0-5								
2	2 ½ inch			100	90-100	35-70	0-15		0-5								
23	2 inch			100		40-90		0-15		0-5							
3	2 inch				100	90-100	35-70	0-15		0-5							
357	2 inch				100	95-100		35-70		10-30		0-5					
4	1 ½ inch					100	90-100	20-55	0-15		0-5						
467	1 ½ inch					100	95-100		35-70		10-30	0-5					
5	1 inch						100	90-100	20-55	0-10	0-5						
57	1 inch						100	95-100		25-60		0-10	0-5				
610	1 inch						100	85-100		40-75		15-40					
67	3/4 inch							100	90-100		20-55	0-10	0-5				
68	3/4 inch							100	90-100		30-65	5-25	0-10	0-5			
710	3/4 inch							100	80-100		30-75	0-30					
78	1/2 inch								100	90-100	40-75	5-25	0-10	0-5			
8	3/8 inch									100	85-100	10-30	0-10	0-5			
9-M	3/8 inch									100	75-100	0-25	0-5				
10[2]	No. 4										100	85-100				10-30	
11[2]	No. 4										100	40-90	10-40			0-5	
DENSE GRADED AGGREGATE [1]	3/4 inch							100	70-100		50-80	30-65			10-40		4-13
CRUSHED STONE BASE [1]	1 ½ inch				100		90-100		60-95		30-70	15-55			5-20		0-8

[1] *Gradation performed by wet sieve KM 64-620 or AASHTO T 11/T 27.*
[2] *Sizes shown for convenience and are not to be considered as coarse aggregates.*
[3] *Nominal Maximum Size is the largest sieve on the gradation table for an aggregate size on which any material may be retained.*

Note: The Department will allow blending of same source/same type aggregate when precise procedures are used such as cold feed, belt, or equivalent and combining of sizes or types of aggregate using the weigh hopper at concrete plants or controlled feed belts at the pugmill to obtain designated sizes.

Supplemental Specifications to The Standard Specifications for Road and Bridge Construction, 2008 Edition

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SUBSECTION: 805.16 SAMPLING AND TESTING.
REVISION: Replace the "AASHTO T 160" method with the "KM 64-629" method for the Concrete Beam Expansion Test.

Replace the "ASTM D 3042" method with the "KM 64-625" method for Insoluble Residue.

SUBSECTION: 810.04.01 Coating Requirements.
REVISION: Replace the "Subsection 806.07" references with "Subsection 806.06"

SUBSECTION: 810.06.01 Polyvinyl Chloride (PVC) Pipe.
PART: B) Culvert and Entrance Pipe.
REVISION: Replace the title with the following:

B) Culvert Pipe, Storm Sewer, and Entrance Pipe.

SUBSECTION: 837.03 APPROVAL.
REVISION: Replace the last sentence with the following:

The Department will sample and evaluate for approval each lot of thermoplastic material delivered for use per contract prior to installation of the thermoplastic material. Do not allow the installation of thermoplastic material until it has been approved by the Division of Materials. Allow the Department a minimum of 10 working days to evaluate and approve thermoplastic material.

SUBSECTION: 837.03.01 Composition.
REVISION: COMPOSITION Table:

Replace

Lead Chromate	0.0 max.	4.0 min.

with

Heavy Metals Content	Comply with 40 CFR 261

SECTION: DIVISION 800 MATERIAL DETAILS
REVISION: Add the following section in Division 800

SECTION 846 – DURABLE WATERBORNE PAINT

846.01 DESCRIPTION. This section covers quick-drying durable waterborne pavement striping paint for permanent applications. The paint shall be ready-mixed, one-component, 100% acrylic waterborne striping paint suitable for application on such traffic-bearing surfaces as Portland cement concrete, bituminous cement concrete, asphalt, tar, and previously painted areas of these surfaces.

846.02 Approval. Select materials that conform to the composition requirements below. Provide independent analysis data and certification for each formulation stating the total concentration of each heavy metal present, the test method used for each determination, and compliance to 40 CFR 261 for leachable heavy metals content. Submit initial samples for approval before beginning striping operations. The initial sample may be sent from the manufacture of the paint. The Department will randomly sample and evaluate the paint each week that the striping operations are in progress.

The non-volatile portion of the vehicle shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis. The acrylic resin used shall be a 100% cross-linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-1 with intensities equal to those produced by an acrylic resin known to be 100% cross-linking.

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PAINT COMPOSITION		
Property and Test Method	Yellow	White
Daytime Color (CIELAB) Spectrophotometer using illuminant D65 at 45º illumination and 0º viewing with a 2º observer	L* 81.76 a* 19.79 b* 89.89 Maximum allowable variation 2.0ΔE*	L* 93.51 a* -1.01 b* 0.70 Maximum allowable variation 2.0ΔE*
Nighttime Color (CIELAB) Spectrophotometer using illuminant A at 45º illumination and 0º viewing with a 2º observer	L* 86.90 a* 24.80 b* 95.45 Maximum allowable variation 2.0ΔE*	L* 93.45 a* -0.79 b* 0.43 Maximum allowable variation 2.0ΔE*
Heavy Metals Content	Comply with 40 CFR 261	Comply with 40 CFR 261
Titanium Dioxide ASTM D 4764	NA	10% by weight of pigment min.
VOC ASTM D 2369 and D 4017	1.25 lb/gal max.	1.25 lb/gal max.
Contrast Ratio (at 15 mils wft)	0.97	0.99

846.02.01 Manufacturers Certification. Provide a certification of analysis for each lot of traffic paint produced stating conformance to the requirements of this section. Report the formulation identification, traffic paint trade name, color, date of manufacturer, total quantity of lot produced, actual quantity of traffic paint represented, sampling method utilized to obtain the samples, and data for each sample tested to represent each lot produced.

846.03 ACCEPTANCE PROCEDURES FOR NON-SPECIFICATION DURABLE WATERBORNE PAVEMENT STRIPING PAINT. When non-specification paint is inadvertently incorporated into the work the Department will accept the material with a reduction in pay. The percentage deduction is cumulative based on its compositional properties, but will not exceed 60 percent. The Department will calculate the payment reduction on the unit bid price for the routes where the non-specification paint was used.

DURABLE WATERBORNE PAVEMENT STRIPING PAINT REDUCTION SCHEDULE						
Non-conforming Property	Resin	Color	Contrast	TiO_2	VOC	Heavy Metals Content
Reduction Rate	60%	10%	10%	10%	60%	60%

11D

SPECIAL NOTE FOR ROCK BLASTING

1.0 DESCRIPTION. This work consists of fracturing rock and constructing stable final rock cut faces using presplit blasting and production blasting techniques.

2.0 MATERIALS. Deliver, store, and use explosives according to the manufacturer's recommendations and applicable laws. Do not use explosives outside their recommended use date. Verify date of manufacture and provide copies of the technical data sheets (TDS) and material safety data sheets (MSDS) to the Engineer. Explosives and initiating devices include, but are not necessarily limited to, dynamite and other high explosives, slurries, water gels, emulsions, blasting agents, initiating explosives, detonators, blasting caps, and detonating cord.

3.0 CONSTRUCTION. Furnish copies or other proof of all-applicable permits and licenses. Comply with Federal, State, and local regulations on the purchase, transportation, storage, and use of explosive material. Regulations include but are not limited to the following:

1) KRS 351.310 through 351.9901.
2) 805 KAR 4:005 through 4:165
3) Applicable rules and regulations issued by the Office of Mine Safety and Licensing.
4) Safety and health. OSHA, 29 CFR Part 1926, Subpart U.
5) Storage, security, and accountability. Bureau of Alcohol, Tobacco, and Firearms (BATF), 27 CFR Part 181.
6) Shipment. DOT, 49 CFR Parts 171-179, 390-397.

3.1 Blaster-in-Charge. Designate in writing a blaster-in-charge and any proposed alternates for the position. Submit documentation showing the blaster-in-charge, and alternates, have a valid Kentucky blaster's license. Ensure the blaster-in-charge or approved alternate is present at all times during blasting operations.

3.2 Blasting Plans. Blasting plans and reports are for quality control and record keeping purposes. Blasting reports are to be signed by the blaster-in-charge or the alternate blaster-in-charge. The general review and acceptance of blasting plans does not relieve the Contractor of the responsibility whatsoever for conformance to regulations or for obtaining the required results.

A) General Blasting Plan. Submit a general blasting plan for acceptance at least 15 working days before drilling operations begin. Include, as a minimum, the following safety and procedural details:

1) Working procedures and safety precautions for storing, transporting, handling, detonating explosives. Include direction on pre and post blast audible procedures, methods of addressing misfires, and methods of addressing inclement weather, including lightning.
2) Proposed product selection for both dry and wet holes. Furnish Manufacturer's TDS and MSDS for all explosives, primers, initiators, and other blasting devices.
3) Proposed initiation and delay methods.

4) Proposed format for providing all the required information for the site specific blasting shot reports.

B) Preblast Meeting. Prior to drilling operations, conduct a preblast meeting to discuss safety and traffic control issues and any site specific conditions that will need to be addressed. Ensure, at a minimum, that the Engineer or lead inspector, Superintendent, blaster-in-charge, and all personnel involved in the blasting operation are present. Site specific conditions include blast techniques; communication procedures; contingency plans and equipment for dealing with errant blast material. The conditions of the General Blasting plan will be discussed at this meeting. Record all revisions and additions made to the blasting plan and obtain written concurrence by the blaster-in-charge. Provide a copy of the signed blast plan to the Engineer along with the sign in sheet from the preblast meeting.

3.3 Preblast Condition Survey and Vibration Monitoring and Control. Before blasting, arrange for a preblast condition survey of nearby buildings, structures, or utilities, within 500 feet of the blast or that could be at risk from blasting damage. Provide the Engineer a listing of all properties surveyed and any owners denying entry or failing to respond. Notify the Engineer and occupants of buildings at risk at least 24 hours before blasting.

Limit ground vibrations and airblast to levels that will not exceed limits of 805 KAR 4:005 through 4:165. More restrictive levels may be specified in the Contract.

Size all blast designs based on vibration, distance to nearest building or utility, blast site geometry, atmospheric conditions and other factors. Ground vibrations are to be controlled according to the blasting standards and scaled distance formulas in 805 KAR 4:020 or by the use of seismographs as allowed in 805 KAR 4:030. The Department will require seismographs at the nearest allowable location to the protected site when blasting occurs within 500 feet of buildings, structures, or utilities.

3.4 Blasting. Drill and blast at the designated slope lines according to the blasting plan. Perform presplitting to obtain smooth faces in the rock and shale formations. Perform the presplitting before blasting and excavating the interior portion of the specified cross section at any location. The Department may allow blasting for fall benches and haul roads prior to presplitting when blasting is a sufficient distance from the final slope and results are satisfactory to the Engineer. Use the types of explosives and blasting accessories necessary to obtain the required results.

Free blast holes of obstructions for their entire depth. Place charges without caving the blast hole walls. Stem the upper portion of all blast holes with dry sand or other granular material passing the 3/8-inch sieve. Dry drill cuttings are acceptable for stemming when blasts are more than 800 feet from the nearest dwelling.

Stop traffic during blasting operations when blasting near any road and ensure traffic does not pass through the Danger Zone. The blaster-in-charge will define the Danger Zone prior to each blast. Ensure traffic is stopped outside the Danger Zone, and in no case within 800 feet of the blast location.

Following a blast, stop work in the entire blast area, and check for misfires before allowing worker to return to excavate the rock.

Remove or stabilize all cut face rock that is loose, hanging, or potentially dangerous. Leave minor irregularities or surface variations in place if they do not create a hazard. Drill the next lift only after the cleanup work and stabilization work is complete.

When blasting operations cause fracturing of the final rock face, repair or stabilize it in an approved manner at no cost to the Department.

Halt blasting operations in areas where any of the following occur:

1) Slopes are unstable;
2) Slopes exceed tolerances or overhangs are created;
3) Backslope damage occurs;
4) Safety of the public is jeopardized;
5) Property or natural features are endangered;
6) Fly rock is generated; or
7) Excessive ground or airblast vibrations occur in an area where damage to buildings, structures, or utilities is possible.
8) The Engineer determines that materials have become unsuitable for blasting

Blasting operations may continue at a reasonable distance from the problem area or in areas where the problems do not exist. Make the necessary modifications to the blasting operations and perform a test blast to demonstrate resolution of the problem.

A) Drill Logs. Maintain a layout drawing designating hole numbers with corresponding drill logs and provide a copy of this information to the blaster prior to loading the hole. Ensure the individual hole logs completed by the driller(s) show their name; date drilled; total depth drilled; and depths and descriptions of significant conditions encountered during drilling that may affect loading such as water, voids, changes in rock type.

B) Presplitting. Conduct presplitting operations in conformance with Subsection 204.03.04 of the Standard Specifications for Road and Bridge Construction.

3.5 Shot Report. Maintain all shot reports on site for review by the Department. Within one day after a blast, complete a shot report according to the record keeping requirements of 805 KAR 4:050. Include all results from airblast and seismograph monitoring.

3.6 Unacceptable Blasting. When unacceptable blasting occurs, the Department will halt all blasting operations. Blasting will not resume until the Department completes its investigation and all concerns are addressed. A blast is unacceptable when it results in fragmentation beyond the final rock face, fly rock, excessive vibration or airblast, overbreak, damage to the final rock face or overhang. Assume the cost for all resulting damages to private and public property and hold the Department harmless.

When an errant blast or fly rock causes damage to or blocks a road or conveyance adjacent to the roadway, remove all debris from the roadway as quickly as practicable and perform any necessary repairs. Additionally, when specified in the Contract, the Department will apply a penalty.

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4.0 MEASUREMENT AND PAYMENT. The Department will not measure this work for payment and will consider all items contained in this note to be incidental to either Roadway Excavation or Embankment-in-Place, as applicable. However, if the Engineer directs in writing slope changes, then the Department will pay for the second presplitting operation as Extra Work.

The Department will measure for payment material lying outside the typical section due to seams, broken formations, or earth pockets, including any earth overburden removed with this material, only when the work is performed under authorized adjustments.

The Department will not measure for payment any extra material excavated because of the drill holes being offset outside the designated slope lines.

The Department will not measure for payment any material necessary to be removed due to the inefficient or faulty blasting practices.

May 6, 2008

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS

LABOR AND WAGE REQUIREMENTS
APPLICABLE TO OTHER THAN FEDERAL-AID SYSTEM PROJECTS

I. APPLICATION

1. These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piecework, station work or by subcontract. The contractor's organization shall be construed to include only workmen employed and paid directly by the contractor and equipment owned or rented by him, with or without operators.

2. The contractor shall insert in each of his subcontracts all of the stipulations contained in these Required Provisions and such other stipulations as may be required.

3. A breach of any of the stipulations contained in these Required Provisions may be grounds for termination of the contract.

II. NONDISCRIMINATION OF EMPLOYEES

AN ACT OF THE KENTUCKY
GENERAL ASSEMBLY TO PREVENT
DISCRIMINATION IN EMPLOYMENT
KRS CHAPTER 344
EFFECTIVE JUNE 16, 1972

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

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

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

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

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

III. PAYMENT OF PREDETERMINED MINIMUM WAGES

1. These special provisions are supplemented elsewhere in the contract by special provisions which set forth certain predetermined minimum wage rates. The contractor shall pay not less than those rates.

2. The minimum wage determination schedule shall be posted by the contractor, in a manner prescribed by the Department of Highways, at the site of the work in prominent places where it can be easily seen by the workers.

IV. STATEMENTS AND PAYROLLS

1. All contractors and subcontractors affected by the terms of KRS 337.505 to 337.550 shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of one (1) year from the date of completion of this contract.

2. The payroll records shall contain the name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid.

3. The contractor shall make his daily records available at the project site for inspection by the State Department of Highways contracting office or his authorized representative.

Periodic investigations shall be conducted as required to assure compliance with the labor provisions of the contract. Interrogation of employees and officials of the contractor shall be permitted during working hours.

Aggrieved workers, Highway Managers, Assistant District Engineers, Resident Engineers and Project Engineers shall report all complaints and violations to the Division of Contract Procurement.

The contractor shall be notified in writing of apparent violations. The contractor may correct the reported violations and notify the Department of Highways of the action taken or may request an informal hearing. The request for hearing shall be in writing within ten (10) days after receipt of the notice of the reported violation. The contractor may submit

records and information which will aid in determining the true facts relating to the reported violations.

Any person or organization aggrieved by the action taken or the findings established as a result of an informal hearing by the Division of Contract Procurement may request a formal hearing.

4. The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payments, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

5. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

6. No laborers shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

7. Every employee on the work covered by this contract shall be permitted to lodge, board, and trade where and with whom he elects and neither the contractor nor his agents, nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

8. Every employee on the project covered by this contract shall be an employee of either the prime contractor or an approved subcontractor.

9. No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

10. No individual shall be employed as a laborer or mechanic on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks or other equipment from individuals.

No Covered employee may be employed on the work except in accordance with the classification set forth in the schedule mentioned above; provided, however, that in the event additional classifications are required, application shall be made by the contractor to the Department of Highways and (1) the Department shall request appropriate classifications and rates from the proper agency, or (2) if there is urgent need for additional classification to avoid undue delay in the work, the contractor may employ such workmen at rates deemed comparable to rates established for similar classifications provided he has made written application through the Department of Highways, addressed to the proper agency, for the supplemental rates. The contractor shall retroactively adjust, upon receipt of the supplemental rates schedule, the wages of any employee paid less than the established rate and may adjust the wages of any employee overpaid.

11. 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 laborer or mechanic in any work-week in which he is employed on such work, to work in excess of eight hours in any calendar day or in excess of forty hours in such work-week unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work-week. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. This agreement shall be in writing and shall be executed prior to the employee working in excess of eight (8) hours, but not more than ten (10) hours, in any one (1) calendar day.

12. Payments to the contractor may be suspended or withheld due to failure of the contractor to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required under the terms of the contract. The Department may suspend or withhold payments only after the contractor has been given written notice of the alleged violation and the contractor has failed to comply with the wage determination of the Department of Highways.

13. Contractors and subcontractors shall comply with the sections of Kentucky Revised Statutes, Chapter 337 relating to contracts for Public Works.

Revised 2-16-95

EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

> KRS 11A.040 (6) provides:
>
> No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.
>
> KRS 11A.040 (8) states:
>
> A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:
> a) The date of leaving office or termination of employment; or
> b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Kentucky Equal Employment Opportunity Act of 1978

The requirements of the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) shall apply to this Contract. The apparent low Bidder will be required to submit EEO forms to the Division of Construction Procurement, which will then forward to the Finance and Administration Cabinet for review and approval. No award will become effective until all forms are submitted and EEO/CC has certified compliance. The required EEO forms are as follows:

- EEO-1: Employer Information Report
- Affidavit of Intent to Comply
- Employee Data Sheet
- Subcontractor Report

These forms are available on the Finance and Administration's web page under ***Vendor Information, Standard Attachments and General Terms*** at the following address: **https://www.eProcurement.ky.gov**.

Bidders currently certified as being in compliance by the Finance and Administration Cabinet may submit a copy of their approval letter in lieu of the referenced EEO forms.

For questions or assistance please contact the Finance and Administration Cabinet by email at **finance.contractcompliance@ky.gov** or by phone at 502-564-2874.

TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES

	BASIC HOURLY RATES	FRINGE BENEFIT PAYMENTS COMBINED
CRAFTS:		
Boilermakers	24.65	12.94
Bricklayers	22.90	8.50
Stone Mason	21.50	8.50
Carpenters	21.40	8.50
Cement Masons	21.25	8.50
Electricians	*29.26	10.53

*When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to a direct fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet.

Ironworkers: Structural	21.50	8.50
Ironworkers: Reinforcing	21.30	8.50
Painters:		
All Excluding Bridges	19.92	9.57
Bridges	23.92	10.07
Piledrivers	21.05	8.50
Plumbers	22.52	7.80
Sheet Metal	20.40	7.80

Welders- Receive rate for craft in which welding is incidental.

LABORERS:

General Laborer, Flagman, Steam Jenny.

BASE RATE 19.45
FRINGE BENEFITS 8.50

Batch Truck Dumper, Deck Hand or Scow Man, Hand Blade Operator.

BASE RATE 19.70
FRINGE BENEFITS 8.50

TRANSPORTATION CABINET
DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES

LABORERS: (continued)

Power Driven Tool Operator of the following: Wagon Drill, Chain Saw, Sand Blaster, Concrete Chipper, Pavement Breaker, Vibrator, Power Wheelbarrow, Power Buggy, Sewer Pipe Layer, Bottom Men, Dry Cement Handler, Concrete Rubber, Mason Tender.

BASE RATE 19.80
FRINGE BENEFITS 8.50

Asphalt Lute and Rakerman, Side Rail Setter.

BASE RATE 19.85
FRINGE BENEFITS 8.50

Gunnite Nozzle Man, Gunnite Operator.

BASE RATE 19.95
FRINGE BENEFITS 8.50

Tunnel Laborer (Free Air).

BASE RATE 20.00
FRINGE BENEFITS 8.50

Tunnel Mucker (Free Air).

BASE RATE 20.05
FRINGE BENEFITS 8.50

Tunnel Miner, Blaster and Driller (Free Air).

BASE RATE 20.40
FRINGE BENEFITS 8.50

Caisson Worker

BASE RATE 20.95
FRINGE BENEFITS 8.50

Powderman

BASE RATE 21.05
FRINGE BENEFITS 8.50

Drill Operator of Percussion type Drills which are both powered and propelled by an independent air supply.

BASE RATE 22.25
FRINGE BENEFITS 8.50

TRANSPORTATION CABINET
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PROJECT WAGE RATES

TRUCK DRIVERS AND RELATED CLASSIFICATIONS:

Truck helper and Warehouseman.	**BASE RATE**	19.70
	FRINGE BENEFITS	8.50
Driver, Winch Truck and A-Frame when used in transporting materials.	**BASE RATE**	19.80
	FRINGE BENEFITS	8.50
Driver (Semi-Trailer or Pole Trailer), Driver (Dump Truck, Tandem Axle), Driver of Distributor.	**BASE RATE**	19.90
	FRINGE BENEFITS	8.50
Driver on Mixer Trucks (All Types).	**BASE RATE**	19.95
	FRINGE BENEFITS	8.50
Truck Mechanic	**BASE RATE**	20.00
	FRINGE BENEFITS	8.50
Driver (3 tons and under), Tire Changer and Truck Mechanic Helper.	**BASE RATE**	20.03
	FRINGE BENEFITS	8.50
Driver on Pavement Breakers.	**BASE RATE**	20.05
	FRINGE BENEFITS	8.50
Driver (over 3 tons), Driver (Truck Mounted Rotary Drill).	**BASE RATE**	20.24
	FRINGE BENEFITS	8.50
Driver, Euclid and other Heavy Earth Moving Equipment and Low Boy.	**BASE RATE**	20.81
	FRINGE BENEFITS	8.50
Greaser on Greasing Facilities.	**BASE RATE**	20.90
	FRINGE BENEFITS	8.50

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OPERATING ENGINEERS:

GROUP A:

Auto Patrol, Batcher Plant, Bituminous Paver, Cable-Way, Clamshell, Concrete Mixer (21 cu. ft. or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Engineer, Elevator (regardless of ownership when used for hoisting any building material), Elevating Grader and all types of Loaders, Hoe-Type Machine, Hoisting Engine, Locomotive, LeTourneau or Carry-All Scoop, Bulldozer, Mechanic, Orangepeel Bucket, Piledriver, Power Blade, Roller (Bituminous), Roller (Earth), Roller (Rock), Scarifier, Shovel, Tractor Shovel, Truck Crane, Well Points, Winch Truck, Push Dozer, Grout Pump, High Lift, Fork Lift (regardless of lift height), all types of Boom Cats, Multiple Operator, Core Drill, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Gradeall, Hoist, Hyster, Material Pump, Pumpcrete, Ross Carrier, Sheep Foot, Sideboom, Throttle-Valve Man, Rotary Drill, Power Generator, Mucking Machine, Rock Spreader attached to equipment, Scoopmobile, KeCal Loader, Tower Cranes (French, German and other types), Hydrocrane, Tugger, Backfiller, Gurries, Self-Propelled Compactor, Self-Contained Hydraulic Percussion Drill.

BASE RATE 24.10
FRINGE BENEFITS 8.50

GROUP B:

All Air Compressors (200 cu. ft. per min. or greater capacity), Bituminous Mixer, Concrete Mixer (under 21 cu. ft.), Welding Machine, Form Grader, Tractor (50 H.P. and over), Bull Float, Finish Machine, Outboard Motor Boat, Brakeman, Mechanic Helper, Whirley Oiler, Tractair and Road Widening Trencher, Articulating Trucks.

BASE RATE 21.20
FRINGE BENEFITS..... 8.50

GROUP B2:

Greaser on grease facilities servicing heavy equipment.

BASE RATE 21.40
FRINGE BENEFITS.....8.50

GROUP C:

Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Pump, Tamping Machine, Tractors (under 50 H.P.), Vibrator, Oiler, Air Compressors (under 200 cu. ft. per min. capacity), Concrete Saw, Burlap and Curing Machine, Hydro Seeder, Power Form Handling Equipment, Deckhand Oiler, Hydraulic Post Driver.

BASE RATE.....20.79
FRINGE BENEFITS..... 8.50

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COMPLIANCE SECTION
PROJECT WAGE RATES

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

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

These rates are listed pursuant to the Kentucky Determination No. CR-09-II HWY dated July 1, 2009. 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.

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DIVISION OF CONSTRUCTION PROCUREMENT
COMPLIANCE SECTION
PROJECT WAGE RATES

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or to the undersigned.

Ryan Griffith, Director
Division of Construction Procurement
Frankfort, Kentucky 40622

PART IV

INSURANCE

INSURANCE

The Contractor shall carry the following insurance in addition to the insurance required by law:

1. Contractor's Public Liability Insurance not less than $100,000.00 for damages arising out of bodily injuries to or death to one person. Not less than $300,000.00 for damages arising out of bodily injuries to or death to two or more persons.

2. Contractor's Property Damages Liability Insurance. Not less than $100,000.00 for all damages arising out of injury or destruction of property in any one accident. Not less than $300,000.00 for all damages during the policy period.

3. Contractor's Protective Public Liability and Property Damage Insurance. The contractor shall furnish evidence with respect to operations performed for him by subcontractors that he carries in his own behalf for the above stipulated amounts.

4. The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:

   a. "policy contains no deductible clauses."

   b. "policy contains _____ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."

5. WORKMEN'S COMPENSATION INSURANCE. The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

PART V

BID ITEMS

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
FRANKFORT, KY 40622

CONTRACT ID: 101034 PAGE: 1
COUNTY: PIKE LETTING: 08/27/10
PROPOSAL: JL03 098 3218 000-001 CALL NO: 319

LINE NO	ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION 0001	ROADWAY				
0010	00001	DGA BASE	4,899.000	TON		
0020	00100	ASPHALT SEAL AGGREGATE	26.000	TON		
0030	00203	CL2 ASPH BASE 1.50D PG64-22	3,710.000	TON		
0040	00291	EMULSIFIED ASPHALT RS-2	3.000	TON		
0050	00301	CL2 ASPH SURF 0.38D PG64-22	971.000	TON		
0060	00464	CULVERT PIPE-24 IN	44.000	LF		
0070	00466	CULVERT PIPE-30 IN	45.000	LF		
0080	00526	STORM SEWER PIPE-30 IN	421.100	LF		
0090	00528	STORM SEWER PIPE-36 IN	71.500	LF		
0100	01002	PERFORATED PIPE-8 IN	32.000	LF		
0110	01012	NON-PERFORATED PIPE-8 IN	10.000	LF		
0120	01022	PERF PIPE HEADWALL TY 1-8 IN	1.000	EACH		
0130	01310	REMOVE PIPE	40.400	LF		
0140	01490	DROP BOX INLET TYPE 1	1.000	EACH		
0150	01493	DROP BOX INLET TYPE 2	11.000	EACH		
0160	01982	DELINEATOR FOR GUARDRAIL-WHITE	4.000	EACH		
0170	02014	BARRICADE-TYPE III	3.000	EACH		
0180	02091	REMOVE PAVEMENT	103.000	SQYD		
0190	02159	TEMP DITCH	3,380.000	LF		
0200	02200	ROADWAY EXCAVATION	786,469.000	CUYD		

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
FRANKFORT, KY 40622

CONTRACT ID: 101034 PAGE: 2
COUNTY: PIKE LETTING: 08/27/10
PROPOSAL: JL03 098 3218 000-001 CALL NO: 319

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
0210	02242	WATER	100.000 MGAL		
0220	02267	REMOVE & RESET FENCE	441.000 LF		
0230	02351	GUARDRAIL-STEEL W BEAM-S FACE	162.500 LF		
0240	02371	GUARDRAIL END TREATMENT TYPE 7	2.000 EACH		
0250	02429	RIGHT-OF-WAY MONUMENT TYPE 1	21.000 EACH		
0260	02432	WITNESS POST	21.000 EACH		
0270	02488	CHANNEL LINING CLASS IV	413.000 CUYD		
0280	02545	CLEARING AND GRUBBING 14.7 ACRES	(1.00) LS		
0290	02555	CONCRETE-CLASS B	72.000 CUYD		
0300	02562	SIGNS	506.000 SQFT		
0310	02585	EDGE KEY	86.100 LF		
0320	02597	FABRIC-GEOTEXTILE TYPE II	613.000 SQYD		
0330	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	1,193.000 SQYD	2.00	2,386.00
0340	02650	MAINTAIN & CONTROL TRAFFIC	(1.00) LS		
0350	02701	TEMP SILT FENCE	3,380.000 LF		
0360	02703	SILT TRAP TYPE A	15.000 EACH		
0370	02704	SILT TRAP TYPE B	15.000 EACH		
0380	02705	SILT TRAP TYPE C	15.000 EACH		
0390	02706	CLEAN SILT TRAP TYPE A	45.000 EACH		
0400	02707	CLEAN SILT TRAP TYPE B	45.000 EACH		
0410	02708	CLEAN SILT TRAP TYPE C	45.000 EACH		

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
FRANKFORT, KY 40622

CONTRACT ID: 101034 PAGE: 3
COUNTY: PIKE LETTING: 08/27/10
PROPOSAL: JL03 098 3218 000-001 CALL NO: 319

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
0420	02709	CLEAN TEMP SILT FENCE	10,140.000 LF		
0430	02726	STAKING	(1.00) LS		
0440	05952	TEMP MULCH	15,931.000 SQYD		
0450	05953	TEMP SEEDING AND PROTECTION	71,148.000 SQYD		
0460	05966	TOPDRESSING FERTILIZER	3.000 TON		
0470	05985	SEEDING AND PROTECTION	71,148.000 SQYD		
0480	05989	SPECIAL SEEDING CROWN VETCH	3,400.000 SQYD		
0490	06514	PAVE STRIPING-PERM PAINT-4 IN	14,070.000 LF		
0500	06569	PAVE MARKING-THERMO CROSS-HATCH	7,095.000 SQFT		
0510	06574	PAVE MARKING-THERMO CURV ARROW	2.000 EACH		
0520	08100	CONCRETE-CLASS A	11.870 CUYD		
0530	08150	STEEL REINFORCEMENT	892.000 LB		
0540	10020NS	FUEL ADJUSTMENT	119,021.000 DOLL	1.00	119,021.00
0550	10030NS	ASPHALT ADJUSTMENT	11,277.000 DOLL	1.00	11,277.00
0560	23131ER701	PIPELINE VIDEO INSPECTION	290.000 LF		
	SECTION 0002	WATERLINE			
0570	01093	DUCTILE IRON PIPE-6 IN	2,040.000 LF		
0580	03495	AIR RELEASE VALVE	1.000 EACH		
0590	03526	GATE VALVE-6 IN	2.000 EACH		
0600	23349EC	BORED LINER PIPE-12 IN	120.000 LF		
0610	23350EC	OPEN CUT LINER PIPE-12 IN	60.000 LF		

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
FRANKFORT, KY 40622

CONTRACT ID: 101034 PAGE: 4
COUNTY: PIKE LETTING: 08/27/10
PROPOSAL: JL03 098 3218 000-001 CALL NO: 319

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
0620	23502EC	FIRE HYDRANT WITH GATE VALVE	2.000 EACH		
0630	23692EC	TIE IN-6 IN-INSTALL	2.000 EACH		
0640	23932EC	MECHANICAL JOINT-DIP-6 IN CL350	2,500.000 LF		
	SECTION 0003	DEMOBILIZATION			
0650	02568	MOBILIZATION (NO MORE THAN 5%)	LUMP		
0660	02569	DEMOBILIZATION (AT LEAST 1.5%)	LUMP		
		TOTAL BID			