

CALL NO. <u>100</u> CONTRACT ID. <u>205155</u> <u>CAMPBELL COUNTY</u> FED/STATE PROJECT NUMBER <u>STP BRZ 9030 (152)</u> DESCRIPTION <u>KY 2238</u> WORK TYPE <u>BRIDGE REPLACEMENT</u> PRIMARY COMPLETION DATE <u>3/1/2021</u>

## LETTING DATE: February 21,2020

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 am EASTERN STANDARD TIME February 21,2020. Bids will be publicly announced at 10:00 am EASTERN STANDARD TIME.

## NO PLANS ASSOCIATED WITH THIS PROJECT.

**DBE CERTIFICATION REQUIRED - 2.50%** 

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

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# PART I

# **SCOPE OF WORK**

# **ADMINISTRATIVE DISTRICT - 06**

#### CONTRACT ID - 205155

STP BRZ 9030 (152)

**COUNTY - CAMPBELL** 

#### PCN - BR01922381900 STP BRZ 9030 (152)

KY 2238 (MP 1.682) ADDRESS DEFICIENCIES OF GIBSON RD BRIDGE OVER THREE MILE CREEK (019B00060N) (MP 1.69), A DISTANCE OF 0.01 MILES.BRIDGE REPLACEMENT SYP NO. 06-10000.00. GEOGRAPHIC COORDINATES LATITUDE 39:02:54.00 LONGITUDE 84:28:29.00

#### COMPLETION DATE(S):

COMPLETED BY 03/01/2021 APPLIES TO ENTIRE CONTRACT

# **CONTRACT NOTES**

## PROPOSAL ADDENDA

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

## **BID SUBMITTAL**

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

## JOINT VENTURE BIDDING

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

## **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

# SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

## HARDWOOD REMOVAL RESTRICTIONS

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

## INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

## ACCESS TO RECORDS

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

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

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

April 30, 2018

# FEDERAL CONTRACT NOTES

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

102.02 Current Rating102.13 Irregular Bid Proposals102.09 Proposal Guaranty

102.08 Preparation and Delivery of Proposals

102.14 Disqualification of Bidders

## **CIVIL RIGHTS ACT OF 1964**

The Kentucky Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Federal Department of Transportation (49 C.F.R., Part 21), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin.

# NOTICE TO ALL BIDDERS

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

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

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

# SECOND TIER SUBCONTRACTS

Second Tier subcontracts on federally assisted projects shall be permitted. However, in the case of DBE's, second tier subcontracts will only be permitted where the other subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.

# DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

## DBE GOAL

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

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

# **OBLIGATION OF CONTRACTORS**

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

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

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

# **CERTIFICATION OF CONTRACT GOAL**

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

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

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

# **DBE PARTICIPATION PLAN**

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

The DBE Participation Plan shall include the following:

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

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

# UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

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

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

# **CONSIDERATION OF GOOD FAITH EFFORTS REOUESTS**

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

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

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

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

# FAILURE TO MEET GOOD FAITH REOUIREMENT

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

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

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

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

# SANCTIONS FOR FAILURE TO MEET DBE REOUIREMENTS OF THE PROJECT

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

- Disallow credit toward the DBE goal;
- Withholding progress payments;
- Withholding payment to the prime in an amount equal to the unmet portion of the contract goal; and/or
- Termination of the contract.

# PROMPT PAYMENT

The prime contractor will be required to pay the DBE within seven (7) working days after he or she has received payment from the Kentucky Transportation Cabinet for work performed or materials furnished.

# **CONTRACTOR REPORTING**

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

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

# \*\*\*\*\*\* **IMPORTANT** \*\*\*\*\*\*

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

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

The prime contractor should notify the KYTC Office of Civil Rights and Small Business Development seven (7) days prior to DBE contractors commencing work on the project. The contact in this office is Mr. Melvin Bynes. Mr. Bynes' current contact information is email address – <u>melvin.bynes2@ky.gov</u> and the telephone number is (502) 564-3601.

# **DEFAULT OR DECERTIFICATION OF THE DBE**

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

7/19/2019

# LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CARGO <u>PREFERENCE ACT (CPA).</u> (REV 12-17-15) (1-16)

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

• To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

• To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

• To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

# EXPEDITE PROJECT WORK ORDER

The Contractor may request that the Department expedite the work order for this project to allow for maximization of time to complete the work. In order for the Department to accomplish this task, the Contractor may be required to "hand carry" all required project documentation to facilitate the process. Immediately UPON NOTIFICATION OF AWARD OF THE CONTRACT, deliver required project documentation to:

Division of Construction Procurement 200 Mero St. Frankfort, KY 40602

# ASPHALT MIXTURE

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

## DGA BASE

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

# **INCIDENTAL SURFACING**

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

#### **OPTION B**

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

# SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS

06-10000.00 Campbell 019B00060N

# I. TRAFFIC CONTROL GENERAL

Except as provided herein, traffic shall be maintained in accordance with the current standard specifications, section 112. The contractor will be responsible for developing and implementing the maintenance of traffic details with guidance through standard drawings and the MUTCD current editions. The developed traffic control plan must be approved by the Engineer prior to implementation. The contractor is expected to provide at a minimum the items listed in this note, however this note does not relieve the contractor of other items that may be necessary to comply with current standards. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic".

Contrary to section 106.01, traffic control devices used on this project may be new or used in new condition, at the beginning of the work and maintained in like new condition until completion of the work.

The contractor must notify the engineer and public information officer at least 14 calendar days prior to the beginning work. Please see the Special Note for Liquidated Damages for additional information.

# **II. TRAFFIC COORDINATOR**

Furnish a traffic coordinator as per section 112. The traffic coordinator shall inspect the project maintenance of traffic, at least three times daily, or as directed by the engineer, during the contractor's operations and at any time a bi-directional lane closure or road closure is in place. The personnel shall have access on the project to a radio or telephone to be used in case of emergencies or accidents. The traffic coordinator shall report all incidents throughout the work zone to the engineer on the project. The contractor shall furnish the name and telephone number where the traffic coordinator can be contacted at all times.

# III. SIGNS

The contractor is responsible for all signage during construction. The contractor shall adhere to the standard drawings and manual on uniform traffic control devices (MUTCD) for guidance. If, at any time, the engineer requests a change in the maintenance of traffic signage, the contractor shall implement the change within 8 hours. Failure to implement these changes within the required eight hours will result in liquidated damages of \$5,000 per day.

The contractor shall provide all detour signing needed for the bridge closure, if allowed in the contract documents. All signing required will be incidental to the lump sum bid item "Maintain and Control Traffic".

The department will not measure installation, maintenance, or removal for payment of any detour signage or standard construction signage, and will consider these incidental to "Maintain and Control Traffic"

Closure signs, detour signs, and bi-directional lane closure signs should be placed no sooner than two weeks prior to the closing of the bridge (when applicable) or placing lane closures. Wayfinding detour signs should be placed a maximum of 2 miles apart unless specified by the engineer. Signs shall be covered or removed within 24 hours of opening the bridge to traffic.

Road closed signs (when applicable) should be double signed and placed a minimum of 1500', 1000', and 500' in advance of the closure, in addition to signage required by the MUTCD and standard drawings.

# **IV. TEMPORARY PAVEMENT STRIPING**

For projects where road closures are allowed in the contract documents, it is not anticipated that temporary pavement striping will be needed since the bridge will be closed. However, if the contractor's means and methods allows for need for temporary striping, conflicting pavement marking will be covered with 6" black removable tape. However, for bi-directional lane closures or if the plans call for a diversion, temporary striping will be required per the plans and MUTCD. Contrary to the standard specifications, no direct payment will be made for any temporary striping is used, the contractor shall replace any temporary striping that becomes damaged or fails to adhere to the pavement before dark on the day of the notification. Liquidated damages shall be assessed to the contractor at a rate of \$500 per day for failing to replace temporary striping within this time limit.

# V. PROJECT PHASING & CONSTRUCTION PROCEDURES

Project phasing shall be as directed by the plans, special notes, and the approved Traffic Control Plan prepared by the contractor. Maintain traffic over the bridge as long as possible. Once work on the structure begins that impacts traffic, ensure work progresses to minimize the effected time to the public. All materials that must be made specific for the project should be ordered and made prior to closure of the bridge or implementation of bi-directional lane closures so that delivery does not delay progress of the work, unless approved by the Engineer. If the bridge is reopened prior to safety devices being in place, an approved protective barrier wall shall be placed in accordance to the standard drawings. Contrary to standard specifications, no direct payment would be made for the barrier wall and will be considered incidental to "Maintain and Control Traffic".

For projects which require an on-site diversion to be constructed to maintain traffic, the traffic control plan and project schedule prepared by the contractor shall include provisions such that traffic is not switched to the diversion until all materials that must be made specific for the project are ordered and made so that use of the diversion is minimized, unless approved by the Engineer.

# VI. PAVEMENT DROP-OFF

Less than two inches - no protection required. Warning signs should be placed in advance and throughout the drop-off area.

Two to four inches - plastic drums, vertical panels or barricades every 100 feet on tangent sections for speeds of 50 mph or greater. Cones may be used in place of plastic drums, panels and barricades during daylight hours. For tangent sections with speeds less than 50 mph and curves devices should be placed every 50 feet. Spacing of devices on tapered sections should be in accordance with the manual on uniform traffic control devices, current edition.

Greater than four inches - positive separation or wedge with 3:1 or flatter slope needed. If there is five feet or more distance between the edge of the pavement and the drop-off, then drums, panel, or barricades may be used. If the drop-off is greater than 12 inches, positive separation is strongly encouraged. If concrete barriers are used, special reflective devices or steady burn lights should be used for overnight installations.

For temporary conditions, drop-offs greater than four inches may be protected with plastic drums, vertical panels or barricades for short distances during daylight hours while work is being done in the drop-off area.

# VII. VARIABLE MESSAGE SIGNS AND TEMPORARY TRAFFIC SIGNALS

At the direction of the Engineer, the contractor is expected to provide up to four (4) message boards for use at locations determined by the Engineer. These message boards are expected to be in place one week prior to the closure of the roadway and remain in place for the duration of the closure. The message boards will be paid for as per the standard specifications.

For projects that involve the use of lane closures, all lane closures shall be bi-directional. The contractor shall provide temporary traffic signals and all labor, materials, and incidentals needed to maintain bi-directional traffic for the project. For short term bi-directional lane closures, the use of flaggers in lieu of temporary traffic signals may be acceptable if approved by the Engineer.

# **VIII. BARRICADES**

For projects which allow full closure, ensure a minimum of (4) type III barricades are used at each end of the bridge for a total of (8) type III barricades. Contrary to the standard specifications, no direct payment will be made for barricades but they will be included in the lump sum price for "Maintain and Control Traffic".

# VIII. DETOUR AND ON SITE DIVERSIONS

For projects which allow a full closure of the bridge, or if necessary to detour trucks, the traffic control plan proposed by the contractor shall include a signed detour route for the road closure. The traffic control plan along with the proposed detour plan will be delivered to the engineer 7

days prior to the pre-construction meeting. The proposed detour route shall meet the following requirements:

- 1) Detour routes must remain at minimum on the same classification of roadway (i.e. AA, AAA, state, county, etc.) Unless written approval is obtained through the owner of the facility.
- 2) The contractor must coordinate with other projects along the detour route in order to avoid ongoing construction projects along those routes.
- 3) It may be determined that two detour routes would be needed if the first selected route cannot accommodate truck traffic. If this occurs, the contractor is expected to sign both detours per the standard drawings and MUTCD. Additional clarification signage between the detours may be needed at points where they diverge.
- 4) For projects that involve the use of bi-directional lane closures and the temporary lane width per the plans or as proposed by the contractor is less than 10 feet, the contractor shall be required to provide a signed detour for oversized vehicles.

The traffic control plan must be submitted and approved to allow for coordination of the public information officer with the closure notification. The public must be notified of the proposed detour route when they are notified of the closure, 2 weeks before closure. All time and expenses necessary for the development of the detour plan(s) will be incidental to the lump sum bid item "Maintain and Control Traffic".

For projects with an on-site diversion included in the construction, the preparation of traffic control plans for a detour and implementation of a detour will not be required, unless specified in the plans.

# IX. PAYMENT

Unless listed as a bid item in the contract documents, payment will only be made for the following items:

- 1. Portable Changeable Message Boards Each
- 2. Maintain and Control Traffic Lump Sum

All other items needed to maintain traffic in accordance with these contract documents and the approved traffic control plan shall be considered incidental to Maintain and Control Traffic. These items include but are not limited to traffic signals, signs, barrier wall, crash cushions, temporary guardrail, temporary and permanent pavement striping, cones, barrels, flaggers, etc.

#### SPECIAL NOTE FOR FOUNDATION PREPARATION 06-10000.00 Campbell 019B00060N

**Foundation Preparation**. For projects involving the removal and replacement of the asphalt and backfill behind the existing abutments and new abutments or end bents, the required excavation, geotextile fabric Class 1, 4" perforated pipe, and new Structural Granular Backfill as shown in Figure 1 as well as any excavation and grading needed to shape the bridge approaches to match the existing roadway template, will be paid for by the bid item for Foundation Preparation. See Special Provision 69 and the Standard Drawings regarding additional construction details as required.

Backfill material used behind newly constructed abutments on county routes may be constructed with Type III soil backfill. All existing abutments, abutments on state routes, and newly constructed or existing bents must be backfilled with material meeting Structural Granular Backfill specifications.

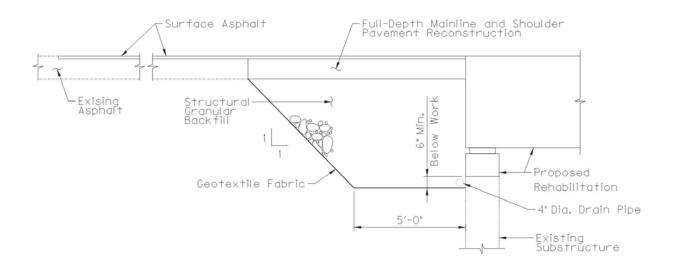


Figure 1: Detail showing proposed work for deck and superstructure replacements

# I. MEASUREMENT

A. Foundation Preparation: See Section 603.

# II. PAYMENT

A. Foundation Preparation: See Section 603. Payment for Structural Granular Backfill or Type III soil backfill to be incidental to Foundation Preparation.

# SPECIAL NOTE FOR CONCRETE COATING

## 06-10000.00 Campbell 019B00060N

# I. **DESCRIPTION**

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highways current Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the Contract Documents. Section references are to the Standard Specifications.

This work consists of the following:

- 1. Furnish all labor, materials, tools, equipment, and incidental items necessary to complete the work.
- 2. Provide safe access to the bridge, in accordance with Section 107.01.01, for the Engineer to sound possible repair areas and for workers to complete the construction.
- 3. Repair cracks as applicable in accordance with the Special Note for Epoxy Injection Crack Repair.
- 4. Repair delaminated or spalled areas as applicable in accordance with the Special Note for Concrete Patching.
- 5. Apply Ordinary Surface Finish
- 6. Prepare the surfaces to receive coating.
- 7. Apply concrete coating.
- 8. Any other work as specified as part of this contract.

## II. MATERIALS

One of the following coating systems shall be used:

<u>Manufacturer</u>	<u>Prime Coat</u>	<u>Finish Coat</u>
Sherwin Williams	Macropoxy 646	Acrolon 218 HS
PPG	Amerlock 2	Devoe Devflex HP
Carboline	Carboguard 890	Carbothane 133 HB
Tnemec	Elastogrip 151	Envirocrete 156

The finish product shall be opaque and satin or semi-gloss. The contractor must apply sufficient coats as required to achieve this goal. The finish coat shall be gray and will meet the following values:

	<u>L*</u>	a*	b*
Gray	74.94	-1.54	3.92

Furnish to the Engineer copies of the manufacturer's technical data sheets, installation guidelines, material safety data sheets, and other pertinent data at least two (2) days prior to beginning the work.

# III. CONSTRUCTION

- **A. Perform Concrete Repairs.** Repair concrete surface in accordance with the Special Note for Epoxy Injection Crack Repair and/or the Special Note for Concrete Patching Repair if included in the contract documents.
- **B.** Apply Ordinary Surface Finish. In addition to new concrete, areas receiving epoxy injection, concrete patching, and other surface imperfections, including areas of minor cracking, should receive Ordinary Surface Finish in accordance with Section 601.03.18 of the Standard Specifications. Use mortar of the same cement and fine aggregate as the concrete patching, or as directed by the Engineer. Payment will be incidental to Concrete Sealing.

# C. Areas to Receive Concrete Coating:

- 1. Substructure Units under open, closed, and/or sealed transverse deck joints: Every exposed surface above a point 6" below ground or fill line of abutments, wing walls, end bent and pier caps, pedestals, back walls, columns, and exposed footings.
- 2. Other areas of the bridge as specified in the drawings.
- **D.** Prepare Concrete Surfaces for Repair. All areas specified shall be pressure washed. Equip the pressure washers with calibrated gages and pressure regulators to ascertain and regulate water pressure. All equipment for pressure washing shall be operated at a minimum pressure of up 3,500 to 4,500 psi with 0 degree spinner tip and/or fan tips as determined by the engineer at the working location with a minimum flow rate of 3.5 gal/minute provided that these pressures do not damage any components of the structure. Pressure and flow rates shall be reduced to a level satisfactory to the Engineer should any damage occur due to power washing procedures. The washing wand must be approximately perpendicular to the washed surface and within a maximum of 12 inches of the surface. Wand extensions greater than 36 inches will be subject to Division of Construction approval. Pressure washing of any bridge element will proceed from top of wash area to bottom of wash area. Perform all pressure washing at temperatures above 40 degrees Fahrenheit.
- **E. Apply Concrete Coating.** All areas specified shall have concrete coating applied to as specified after debris removal and power washing. New concrete shall be allowed to properly cure in accordance with the manufacturer's recommendations prior to application. Use compressed air to remove any loose debris from the surfaces that are to be coated after power washing. All coatings shall be applied within manufacturers recommended dry film thickness range. Comply with KYTC "Standard Specifications for Road and Bridge Construction" Section 614.03.02 and coatings supplier recommended conditions for application. Allow the surfaces to be coated to dry a minimum of 24 hours before any coating is applied. The coating must be applied with 72 hours of pressure washing. The coating must be applied to a clean and dry surface. All coating application shall be executed using brushes, rollers, etc. No spray application will be permitted.

The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials shall perform acceptance testing. Test samples shall be taken at the Contractor's paint storage site. Department personnel shall perform sampling. Allow (10) working days for testing and approval of the sampled paint. It is the Contractor's responsibility to maintain an adequate inventory of approved paint. The Department shall assume no responsibility for lost work due to rejection of paint or approved paint subsequently found to be defective during the application process. Perform all concrete coating application at temperatures above 40 degrees Fahrenheit or in accordance with manufactures specifications.

# **IV. MEASUREMENT**

The Department will measure the quantity as lump sum. The Department will not measure preparation of the site for the Engineer's access or removal and reapplication of coatings that do not satisfy the Engineer's approval for payment and will consider them incidental to "Concrete Coating".

# V. PAYMENT.

The Department will make payment for the completed and accepted quantities of concrete coating under the following:

<u>Code</u>	<u>Pay Item</u>	Pay Unit
24982EC	Concrete Coating	Lump Sum

The plans may show an estimate quantity in square feet. The Department will consider payment as full compensation for all work required as described in this note.

# SPECIAL NOTE FOR CONCRETE SEALING

## 06-10000.00 Campbell 019B00060N

These Notes or designated portions thereof, apply where so indicated on the plans, proposals or bidding instruction.

I. **DESCRIPTION.** Perform all work in accordance with the Department's current Standard Specifications, and applicable Supplemental Specifications, the attached sketches, and these Notes. Section references are to the Standard Specifications.

This work consists of:

- 1. Furnish all labor, materials, tools, equipment, and incidental items necessary to complete the work.
- 2. Provide safe access to the bridge, in accordance with Section 107.01.01, for the Engineer to sound possible repair areas and for workers to complete the construction.
- 3. Repair cracks as applicable in accordance with the Special Note for Epoxy Injection Crack Repair.
- 4. Repair delaminated or spalled areas as applicable in accordance with the Special Note for Concrete Patching.
- 5. Apply Ordinary Surface Finish
- 6. Prepare the surfaces to receive sealing.
- 7. Apply concrete sealing.
- 8. Any other work as specified as part of this contract.

## II. MATERIALS.

**A. Sealer.** Use one of the following:

Product	Supplier
Protectosil BHN	Evonik Industries
Protectosil 300	Evonik Industries
TK-590-40 Tri-Silane 40%	TK Products
Certivex Penseal 244 O/W 80	Vexcon
SW-244-100 DOT	Chemical Products Industries, Inc.
TK-590-1 MS Tri-Silane	TK Products

## **III. CONSTRUCTION.**

A. **Perform Concrete Repairs.** Repair concrete surface in accordance with the Special Note for Epoxy Injection Crack Repair and/or the Special Note for Concrete Patching Repair if included in the contract documents.

**B.** Apply Ordinary Surface Finish. In addition to new concrete, areas receiving epoxy injection, concrete patching, and other surface imperfections, including areas of minor cracking, should receive Ordinary Surface Finish in accordance with Section 601.03.18 of the Standard Specifications. Use mortar of the same cement and fine aggregate as the concrete patching, or as directed by the Engineer. Payment will be incidental to Concrete Sealing. Finish surface of bridge decks in accordance with Section 609 of the Standard Specifications.

# C. Areas to Receive Concrete Sealing:

- 1. Every exposed surface above a point 6" below ground or fill line of abutments, wing walls, end bent and pier caps, pedestals, back walls, columns, and exposed footings.
- 2. All exposed surfaces of concrete deck, barrier walls, parapets, curbs, and plinths.
- 3. Prestressed Concrete I-Girders, Concrete Beams, and Spread Prestressed Concrete Box Beams: The underneath surfaces of slab overhangs outside of exterior concrete girders and to the exterior side and bottom of exterior concrete girders and beams.
- 4. Adjacent Prestressed Concrete Composite Box Beams: Full length of the exterior face of all exterior beams from the top of the box beam to 1'-0" underneath the beams.
- 5. Prestressed Non-Composite Box Beams: All faces of all beams, including surfaces to be covered with a waterproofing membrane, except take care to ensure that the grout pockets are not sealed.
- 6. If the contract documents include the Special Note for Concrete Coating, do not apply concrete sealer to the areas where Concrete Coating is specified.
- **D.** Cleaning the Concrete Surfaces to be sealed. Dry clean the concrete to remove all loose debris. Remove all visible hydrocarbons from the surface with detergent approved by the manufacturer of the deck sealant. Pressure wash all surfaces to be sealed at 2000 to 3000 psi. Install pressure gauges at each wand to verify pressure. Use 30° fan tip or as recommended by the manufacturer of the sealant. Hold pressure washing wand a minimum of 45° from the surfaces with a maximum stand-off distance of 12 inches.
- E. Sealing the Concrete. Allow new concrete to cure a minimum 28 days prior to application of sealer. Monitor weather conditions prior to sealer application. Refer to manufacturer's recommendations for proper ambient conditions. Do not apply sealer if precipitation is anticipated within the time stated by the manufacturer. Allow the concrete to dry 24 hours (after washing or rain event) before sealer application. The bridge deck can be reopened to traffic while drying. Sealer must be applied within 48 hours of washing or the concrete must be rewashed. Divide the concrete into predefined areas of specific square footage to aid in determining usage. Comply with manufacturer's usage recommendation. Using a low-pressure pump, apply sealer and spread evenly with broom or squeegee; do not allow pooling to remain. When each predefined area is complete, measure the amount of sealer used to verify proper usage. After sealing,

follow manufacturer's recommended cure time before opening to traffic.

- **F. Inspection:** Monitor all aspects of the project to assure compliance to this specification. Observe and document general conditions during the entirety of the project. Verify that each phase of work has been satisfactorily completed prior to beginning the next phase. Phases are described as follows:
- 1. Dry cleaning to remove loose debris, verify and document:
  - a. All debris has been removed and disposed of properly.
- 2. Removal of hydrocarbons, verify and document:
  - a. The manufacturer's recommended detergent is used for removal.
  - b. Hydrocarbons have been satisfactorily removed.
- 3. Pressure washing, verify and document:
  - a. Washing pressure at the wand.
  - b. Tip size used.
  - c. Wash angle and stand-off distance.
  - d. The concrete is satisfactorily cleaned.
- 4. Sealer application, verify and document:
  - a. Proper cure time for new concrete.
  - b. Concrete surface is dry.
  - c. Document time since washed.
  - d. Was the bridge deck opened to traffic after washing?
  - e. Document ambient temperature, surface temperature, relative humidity, and dew point.
  - f. Application and distribution method.
  - g. Coverage to be complete and even.
  - h. Material is not allowed to remain pooled.
  - i. Monitor material usage.
  - j. No traffic on the bridge decks until proper cure time is allowed.

## IV. MEASUREMENT

A. Concrete Sealing. The Department will measure the quantity per square feet of each area sealed.

## V. PAYMENT

A. Concrete Sealing. Payment at the contract unit price per square feet is full compensation for the following: (1) Furnish all labor, materials, tools, and equipment; (2) Cleaning; (3) Sealing; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

# SPECIAL NOTE FOR STRUCTURES WITH OVER THE SIDE DRAINAGE

06-10000.00 Campbell 019B00060N

**1.0 DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's current Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This note applies to structures with over the side drainage.

This work consists of: (1) Furnish all labor, materials, tools, and equipment; (2) Install the drip strip; (3) Maintain and control traffic as applicable; and (4) Any other work specified as part of this contract.

# 2.0 MATERIALS.

**2.1 Drip Strip.** Drip strip shall be hot dipped galvanized steel with a minimum of 22 gage.

**3.0 CONSTRUCTION.** The Contractor shall bear full responsibility and expense for any and all damage to the structure, should such damage result from the Contractor's actions.

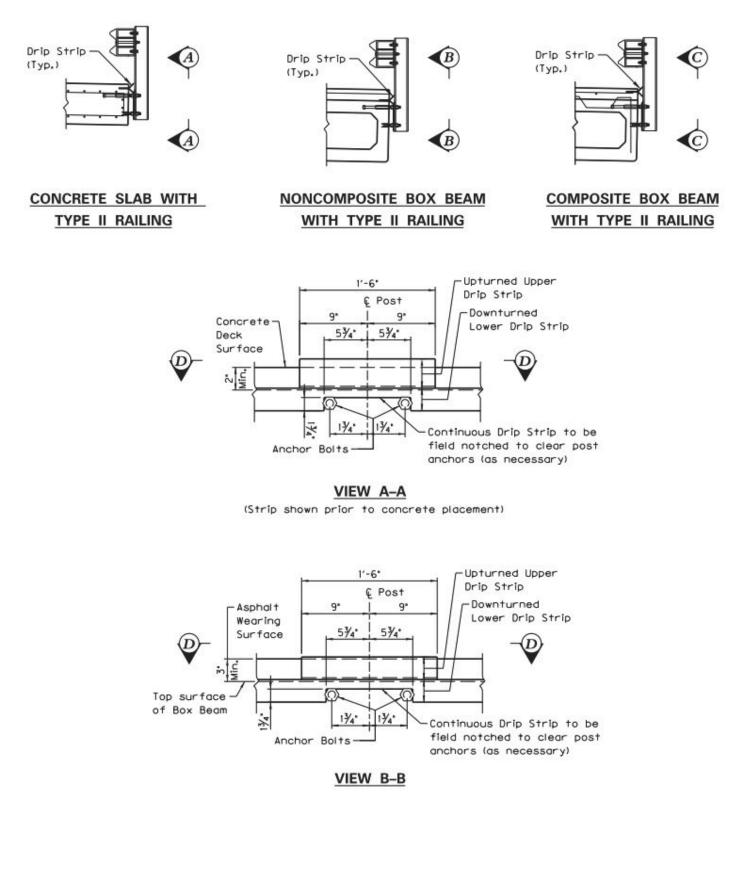
**3.1 Installation of Drip Strip.** Install lower drip strip, as detailed, along the full length of each side of the bridge. If splices are required in the lower drip strip, tightly butt the individual pieces together, do not lap. Install a 1'-6" long upper drip strip at each railing post.

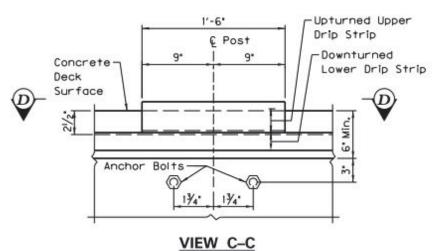
For concrete decks/slabs: Bend up strips at 90° against the inside face of the forms before concrete is placed. After the forms are removed, bend the drip strips into the final position of 45° as shown in the attached detail drawing. Use care when stripping formwork so as not to damage or wrinkle the drip strip. To further ensure that wrinkling of the strips does not occur, use an adequate length backup bar during the bending out operation.

For asphalt overlays: Prior to placing the asphalt overlay, install the bent drip strips along the edge of the prestressed box beam as shown. Fasten the drip strips with  $(1^{1/4''})$  length, 3/32'' shank diameter) button head spikes with deformed shanks or expansion anchors at 1'-6'' c/c max. All installation devices shall be galvanized or stainless steel. Other similar devices shall not be used unless approved by the Engineer.

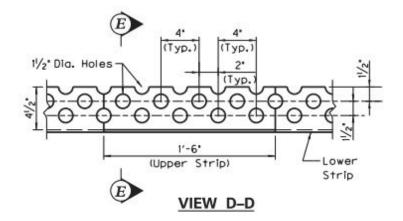
# 4.0 PAYMENT.

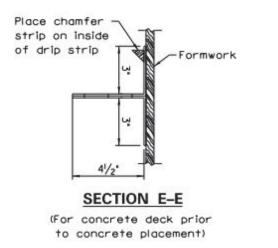
**5.1 Drip Strip.** Cost of all work, including all materials, labor, equipment, tools, and incidentals necessary to complete the work as specified by this note, shall be considered incidental to the project.

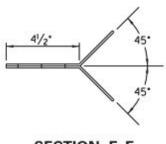




(Strip shown prior to concrete placement)







# (For concrete deck after concrete placement)

February 5, 2019

## SPECIAL NOTE FOR BRIDGING KENTUCKY PROJECT STENCIL

This Special Note will apply to the bridge or bridges in this proposal. Section references herein are to the Department's Current Standard Specifications for Road and Bridge Construction.

**1.0 DESCRIPTION.** This specification covers an additional concrete stencil for structures in the Bridging Kentucky Program.

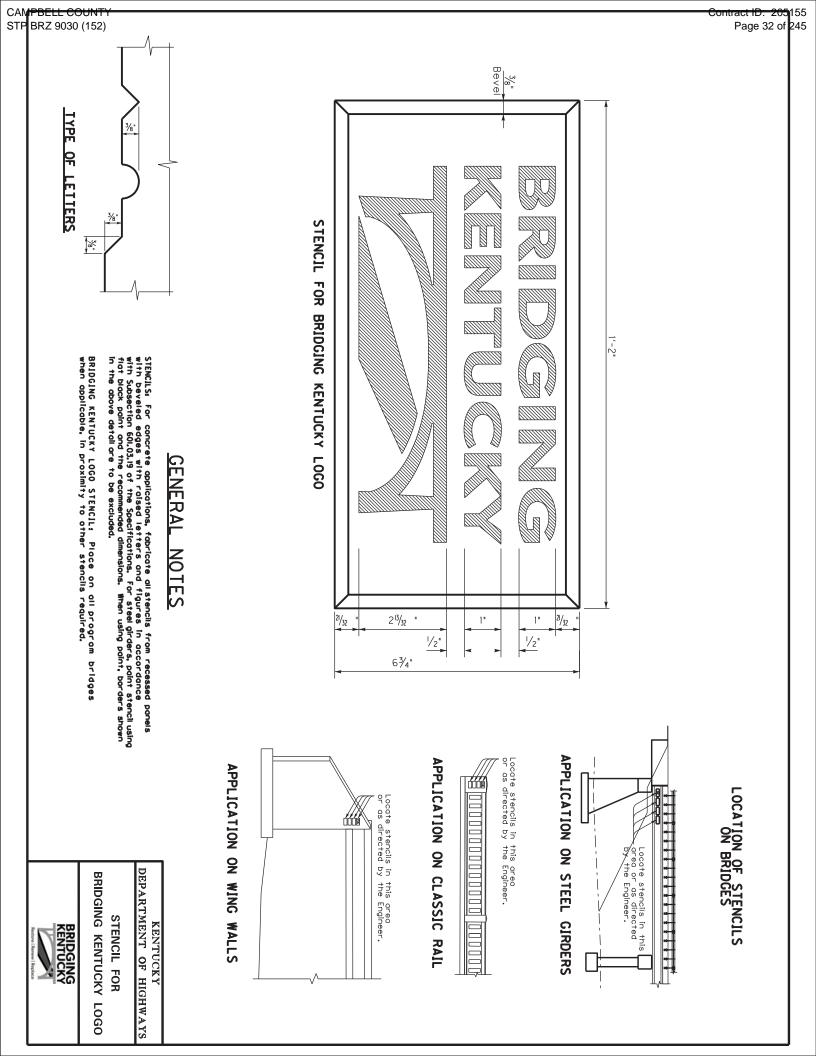
# 2.0 CONSTRUCTION.

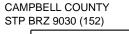
**2.1 Construction Date and Identification.** On all concrete bridges and box culverts, stencil the year the Contract was executed, the structure drawing number on the concrete at the locations designated, and the Bridging Kentucky Logo as depicted in the drawing in this special note. Make the figures on the stencil according to details specified in the drawing. For bridges having a clear span of 20 feet or more, stencil the year the Contract was executed and load capacity of the structure on the outside face of the plinth or barrier wall as shown on the drawing. On all box culverts, place stenciled figures giving the year in which the Contract is executed on the inlet end of the culvert on the outside face and center of the parapet or headwall. Do not use permanent plates or markers of any kind, other than those shown, on any structure. On all bridges, imprint the name of the prime contractor in the concrete at the location shown. Furnish stencils, all equipment, tools, labor, materials, and other incidentals necessary.

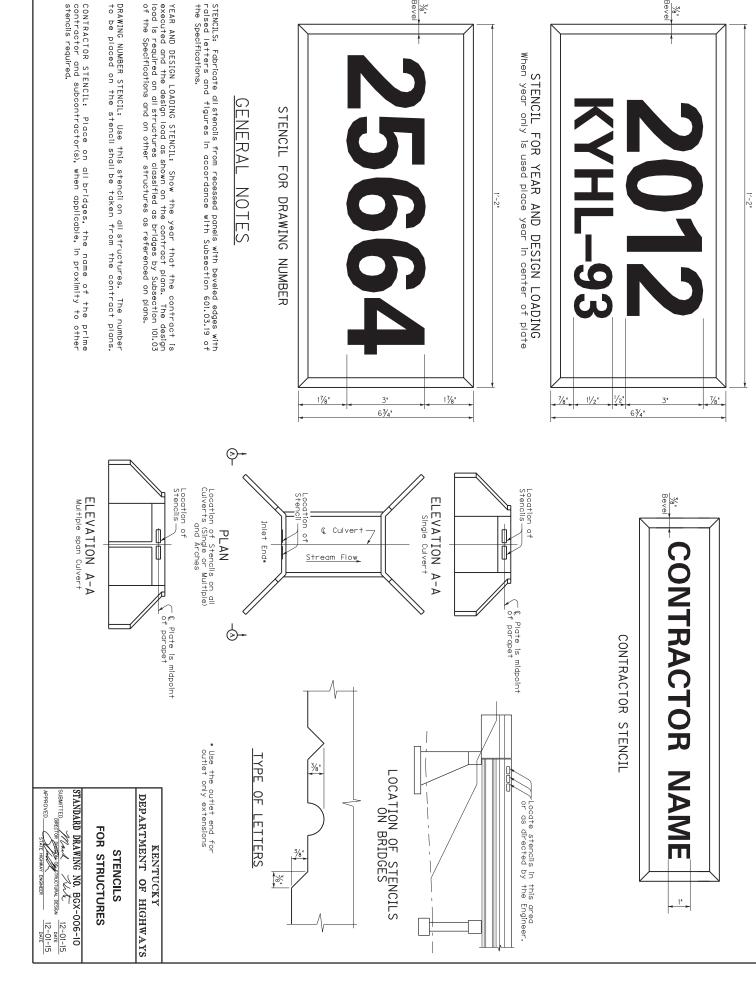
**3.0 MEASUREMENT.** The Department will not measure bridge stencils for payment per section 601 of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge and Construction, latest edition.

**4.0 PAYMENT.** The Department will not make payment for bridge stencils, materials, and associated work. All work, materials, and associated costs shall be incidental to the item listed:

<u>Code</u>	Pay Item	<u>Pay Unit</u>
08100,		
08102-08106,	Concrete, Class	Cubic Yard
02555		







3%" Bevel

Bevel

# SPECIAL NOTE FOR EROSION PREVENTION AND SEDIMENT CONTROL

06-10000.00 Campbell 019B00060N

When the total disturbed area for a project, including laydown and waste/borrow areas, is greater than 1 acre, the Contractor shall be responsible for filing the Kentucky Pollution Discharge Elimination System (KPDES) KYR10 permit Notice of Intent (NOI) with the Kentucky Division of Water (DOW). The contractor will be responsible for following the KPDES requirements of local Municipal Separate Storm Sewer System (MS4) programs with jurisdiction. Required NOI shall name the contractor as the Facility Operator and include the KYTC Contract ID Number (CID) for reference. For grouped contracts with more than one structure, each structure will be treated independently in regards to disturbed area unless another structure is within 0.25 miles of the structure. For structures within 0.25 miles of each other, the total disturbed area will be the sum of the combined disturbed areas. The Contractor shall be responsible for filing the KPDES permit Notice of Termination (NOT) with the Kentucky DOW and any local MS4 Program that has jurisdiction. The NOT shall be filed after the Engineer agrees the project is stabilized or the project has been formally accepted.

The Contractor shall perform all temporary erosion/sediment control functions including: providing a Best Management Practice (BMP) Plan, conducting required inspections, modifying the BMP plan documents as construction progresses and documenting the installation and maintenance of BMPs in conformance with the KPDES KYR10 permit effective on August 1, 2009 or a permit re-issued to replace that KYR10 permit. This work shall be conducted in conformance with the requirements of Section 213 of KYTC current Department of Highways, Standard Specifications for Road and Bridge Construction.

Regardless of the size of disturbed area, the contractor shall provide a BMP Plan to the KYTC Engineer and place erosion control devices as identified in the site-specific BMP Plan prior to beginning work. Should the contractor fail to create a BMP Plan or provide and maintain the necessary erosion control, Liquidated Damages will apply at the rate specified in the contract. If no rate is specified, Liquidated Damages will be applied at the rate specified in Section 108 of the Standard Specifications. The Contractor shall perform all final seeding and protection, in accordance with the plans and Section 212 of the KYTC current Department of Highways, Standard Specifications for Road and Bridge Construction.

Contrary to Section 213.03.03, paragraph 2, the Engineer shall conduct inspections as needed to verify compliance with Section 213 of KYTC current Department of Highways, Standard Specifications for Road and Bridge Construction. The Engineer's inspections shall be performed a minimum of once per month and within seven days after a storm of 1/2 inch or greater. Copies of the Engineer's inspections shall not be provided to the contractor unless improvements to the BMP's are required. The contractor shall initiate corrective action within 24 hours of any reported deficiency and complete the work within 5 days. The Engineer shall use Form TC 63-61 A for this report. Inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance with the KPDES permit. If corrections are not made within the 5 days specified, liquidated damages will apply at the rate specified in the Liquidated Damages note in the contract.

Contrary to Section 212. 05 and 213.05, unless listed in the proposal, bid items for temporary BMPs and items for permanent erosion control will not be measured for payment and will be replaced with one lump sum item for the services. Payment will be pro-rated based on the Project Schedule as submitted by the Contractor and as agreed to by the Engineer.

The contractor shall be responsible for applying "good engineering practices". The contractor may use any temporary BMPs and permanent BMPs that fall within the guidance of the current Standard Specifications, KYTC's Best Management Practices manual, and with the approval of the KYTC Engineer.

The contractor shall be responsible for the examination of the soils to be encountered and make his own independent determination of the temporary BMPs that will be required to accomplish effective erosion prevention and sediment control. The contractor shall provide the Engineer copies of all documents required by the KPDES permit at the time they are prepared.

# **SPECIAL NOTE**

# For Additional Environmental Commitments

06-10000.00 Campbell 019B00060N IN ADDITION TO OTHER ENVIRONMENTAL COMMITMENTS LISTED IN THIS CONTRACT, THE FOLLOWING COMMITMENTS ALSO APPLY, AS THIS IS A FEDERALLY FUNDED UNDERTAKING AS DEFINED IN SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT, <u>36 CFR 800.16(Z)</u>:

 The KYTC has completed a Phase 1 archaeological survey for a site-specific area surrounding the bridge. The cleared area is shown as "Archaeologically Cleared Area" or "Environmentally Cleared Area" on the concept plans and/or the map attached to this note. Likewise, any areas that must be avoided have been labeled "Do Not Disturb."

If the Contractor deems it necessary to use additional areas outside the SHPO-cleared area for <u>any</u> purposes—e.g., laydown yards, vehicle parking, parking cranes, delivering beams, borrow areas, waste areas, etc.—the Contractor must first get a written agreement with the landowner (assuming it is outside the right-of-way). Then the Contractor shall seek approval of the use of the site—whether within or outside the right-of-way—by both the KYTC Section Supervisor and the Bridging Kentucky Environmental Lead at <u>BKY Env@docs.e-builder.net</u>. The Contractor shall provide a map of the area(s) to be used, including access points, and property-owner agreements. The BKY Environmental Team will complete initial field investigations for archaeological, historical, ecological, and other environmental clearances. If any potentially significant site or resources are found, the KYTC has the right to deny the use of the proposed site. The maps and property owner agreements are to be submitted at least ten (10) business days prior to the Preconstruction Conference, or sixty (60) days prior to the Contractors access to the site, for coordination and review by the KYTC District and Bridging Kentucky Team.

A <u>Liquidated Damage of \$50,000</u> will be assessed whenever the Contractor has used any restricted areas. The fee will be assessed on a *per bridge* basis, whether the contract involves bridge bundles or a single bridge. In addition, all fines, fees, penalties, remediation costs, and other damages related to breaches of Threatened and Endangered Species Act Section 7, National Historic Preservation Act Section 106, Clean Water Act Sections 401 and 404, Kentucky General Permit for Stormwater Discharges KYR10, Environmental Protection Agency requirements, State Historic Preservation Office requirements, and other related permitting agencies will be paid by the Contractor, including all associated costs and burdens placed upon the Kentucky Transportation Cabinet.

2) In the event that human remains are encountered during project activities, all work should be immediately stopped in the area. The area should be cordoned off, and, in accordance with KRS 72.020, the county coroner and local law enforcement must be contacted immediately. Upon confirmation that the human remains are not of forensic interest, the unanticipated discovery must be reported to Nicolas Laracuente at the Kentucky Heritage Council at (502) 892-3614, George Crothers at the Office of State Archaeology at (859) 257-1944, and KYTC DEA archaeologists at (502) 564-7250.

For guidance regarding inadvertent discovery and treatment of human remains, refer to the KYTC's <u>*Right of Way Guidance Manual*</u> (Section ROW-1202), and the Advisory Council on Historic Preservation's (ACHP) <u>Policy Statement Regarding Treatment of Human Remains and Grave</u> <u>Goods</u> (adopted by ACHP February 23, 2007).

3) If, during the implementation of The Project, a previously unidentified historic/ archaeological property is discovered or a previously identified historic/archaeological property is affected in an unanticipated manner, the contractor shall (1) call KYTC DEA archaeologists at (502) 564-7250, (2) call SHPO archaeologists at (502) 892-3614, and (3) ensure that all work within a reasonable area of the discovery shall cease until such time as a treatment plan can be developed and implemented.

#### Archaeological Survey of One Bridge Replacement in KYTC District 6

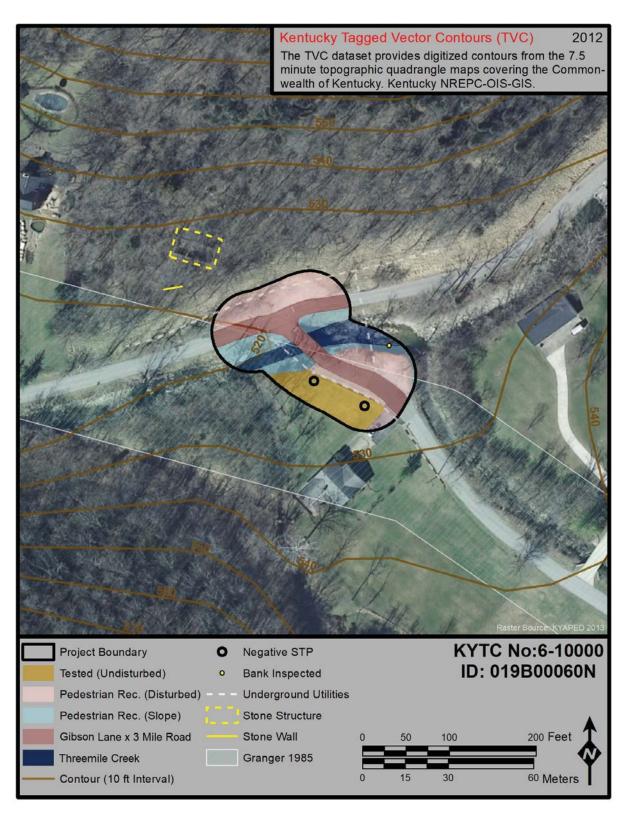


Figure 8. Bridge 019B00060N (Item No. 6-10000) showing project area conditions and excavated test locations on aerial map.

# SPECIAL NOTE

### For Avoiding Running Buffalo Clover (RBC)

## **Campbell County**

### Item No.: 6-10000

### Bridge No.: 019B00060N

DUE TO THE PRESENCE OF POTENTIAL HABITAT FOR RUNNING BUFFALO CLOVER, THE AREA IN THE NW QUADRANT, AS ILLUSTRATED ON PROJECT MAPPING, MUST BE AVOIDED.



End of Special Note for avoiding running buffalo clover (RBC).



# Kentucky Transportation Cabinet

# Highway District \_\_ (1)

# 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](1)

Project: CID ## - ####

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## **Project information**

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

- 1. Owner Kentucky Transportation Cabinet, District (1)
- 2. Resident Engineer: (2)
- 3. Contractor name: (2) Address: (2)

Phone number: (2) Contact: (2)

Contractors agent responsible for compliance with the KPDES permit requirements (3):

- 4. Project Control Number (2)
- 5. Route (Address) (1)
- 6. Latitude/Longitude (project mid-point) dd/mm/ss, dd/mm/ss (1)
- 7. County (project mid-point) (1)
- 8. Project start date (date work will begin): (2)
- 9. Projected completion date: (2)

## A. Site description:

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

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# **B. Sediment and Erosion Control Measures:**

 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.

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- 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.

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- 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 : (1)

## C. Other Control Measures

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

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

3. Hazardous Waste

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

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:

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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.

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

# **D. Other State and Local Plans**

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. (1)

# E. Maintenance

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

# F. Inspections

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

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Inspections will be conducted by individuals that have successfully completed the KEPSC-RI course as required by Section 213.02.02 of the Standard Specifications for Road and Bridge Construction, current edition.
- > Inspection reports will be written, signed, dated, and kept on file.
- > Areas at final grade will be seeded and mulched within 14 days.
- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 50 percent of the design capacity and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

## G. Non – Storm Water discharges

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

- > Water from water line flushings.
- > Water form cleaning concrete trucks and equipment.
- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater and rain water (from dewatering during excavation).

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

## H. Groundwater Protection Plan (3)

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

Contractors statement: (3)

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

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

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

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

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

\_\_\_\_\_ 2. (k) Application or related handling of road oils, dust suppressants or deicing materials, (does not include use of chloride-based deicing materials applied to roads or parking lots);

2. (m) Installation, construction, operation, or abandonment of wells, bore holes, or core holes, (this does not include bore holes for the purpose of explosive demolition);

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

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

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

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

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

#### Contractor and Resident Engineer Plan certification

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

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

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

**Resident Engineer and Contractor Certification:** 

\_title\_

(2) Resident Engineer signature

Signed \_\_\_\_\_title\_ Typed or printed name<sup>2</sup>

signature

(3) Signed \_\_\_\_\_\_title\_\_\_\_\_, \_\_\_\_ Typed or printed name<sup>1</sup> \_\_\_\_\_\_signature

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

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

# **Sub-Contractor Certification**

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:

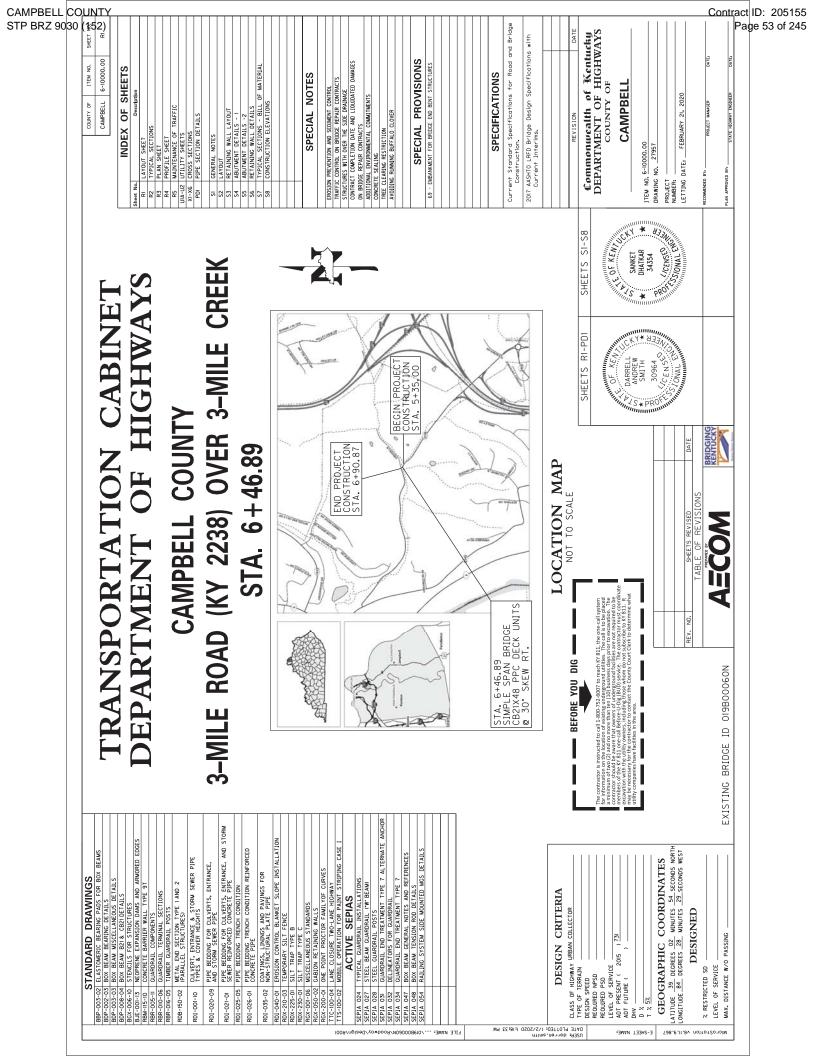
The part of BMP plan this subcontractor is responsible to implement is:

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.

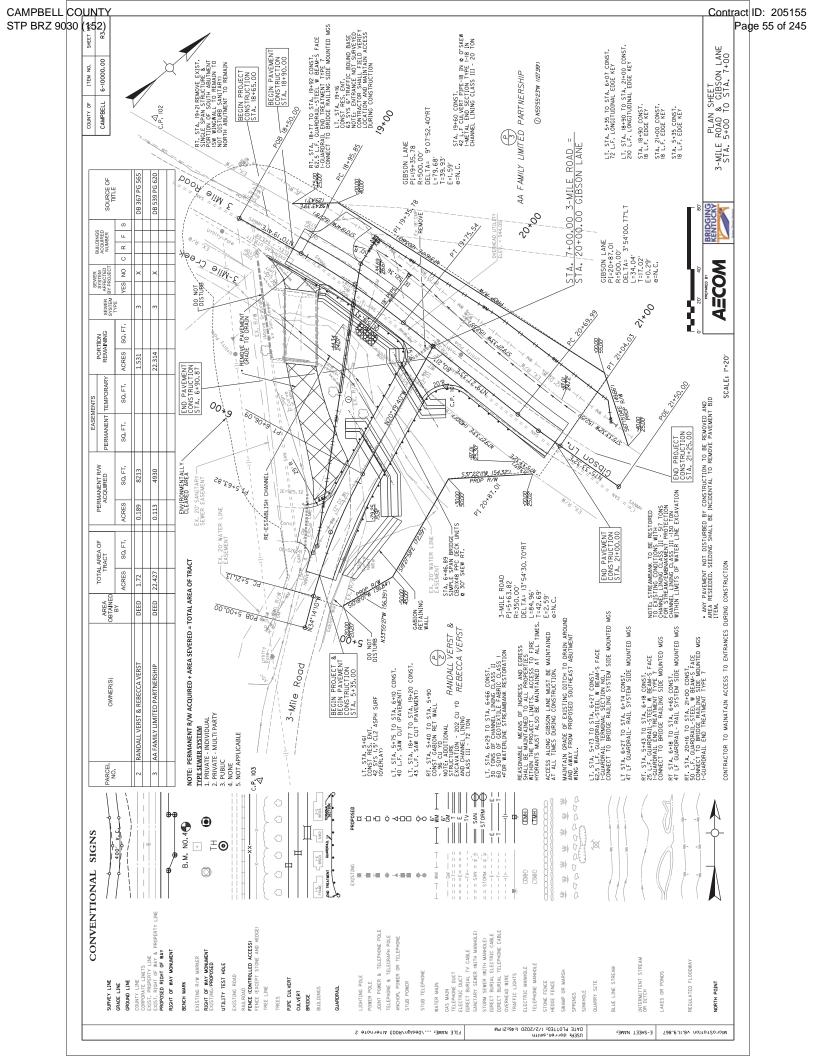
Signed \_\_\_\_\_title\_\_\_\_\_ Typed or printed name<sup>1</sup>

signature

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



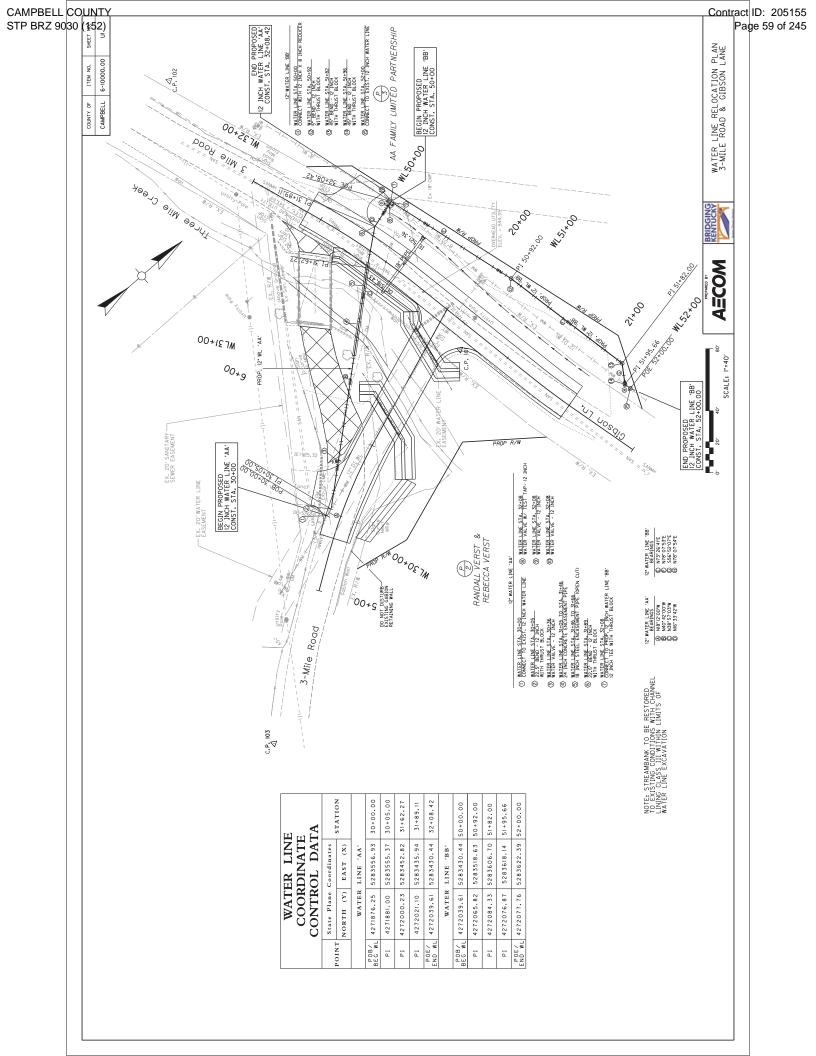
BRZ 9030 (1152						NOT LIMITED TO	STRIPPED	CEMENT OF	L T0	64-22 PC64-22	D PG64-22							EY (ANY D	SHALL M 21289ED)			-1.5°CL2 ASPH SURF 0.38D	PG64-22	$\square$	EXISTING	PAVEMENT CUT PAVEMENT		act ID: 1 Page 54	
	CAMPBELL 6-10000.00 ER PAVEMENT RECONS	6° DEPTH 3° DEPTH 3° DEPTH	U.S. DEPTH	6" DEPTH 3" DEPTH 3" DEPTH	1.5' DEPTH	AS, AS WELL AS BUT I JRAL GRANULAR BACKFI	6 INCHES OF TOPSOIL	CIDENTAL TO THE PLAC	G SHALL BE INCIDENTA	SPH SURF 0.38D PG 2 ASPH RASE I OD	- 3.00° CL2 ASPH BASE 1.00 PG64-22							<pre>     Concitudinal edge key (any Pavement milling and     Pavement milling and     Pave</pre>	TEXTURING REQUIRED BE INCIDENTAL TO ITE			-1-5 -1-5				DETAIL "C" SAW CI SHOULDER DETAIL NOT TO SCALE	TYPICAL SECTIONS, COORDINATE CONTROL & CENTERLINE COORDINATE DATA 3-MILE ROAD (KY 2238) / GIBSON LANE		
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		3-MILE R		DATA	STATION		5+00.00 5+21.13	5+63.82	6+06.09	(+00.00	18+50,00	18+95.85	19+35.78	20+69.99	20+87.01	21+04.03	21+50.00		POINTS	STATION (Z)	20+		EXISTING- GROUND		Spectra SP80 ne. US Survey Feet re State Plane project.	eceivers on the er 4, 2018 and were			
		<b>3−</b> M		CONTROL	x)														CONTROL PC	State Plane Coordinates H (Y) EAST (X) ELEV. (Z)		3278.07 521.49 3645.58 533.66	-	reek V	s observations using system, KY Single Zo Coordinates shown ar ed or used for this p	pectra SP80 GNSS r Network on Decemb f CP 101 = 523.20'.			
				COORDINATE	State Plane Coordinates		5283590.11 5283578.23	5283554.21	5283539.38	GIBSON LANE		5283405.85	5283443.45	5283575.56	5283592.30	5283608.79	5283653.31			State Plan NORTH (Y) EA	4272011.20 528	4271982.38 5283278.07 4271754.64 5283645.58	_	id over 3-Mile C ID #019B00060N	<ol> <li>by redundant GPS</li> <li>Plane Coordinate S</li> <li>December 4, 2018.</li> <li>factor was calculat</li> </ol>	observations using S te KYCORS RTN on the elevation o			
				ö	State P NORTH (V)	3-MILE ROAD	4271840.74 4271858.21	4271893.50	4271933.53	4272021.59 GI	4271980.93	4271996.37	4272009.81	4272034.39	4272037.51	4272041.75	4272053.22		COORDINATE	DESCRIPTION	CAP	5/8' REBAR & CAP 5/8' REBAR & CAP	-	6–10000 3–Mile Road over 3–Mile Creek Existing Bridge ID #019B00060N	PROJECT COORDINATES Coordinates for brizontal courd were obtained by redundant GPS observations using Spectra SP80 GNSS reverses on the MAD38 Kaetucly State Plane Coordinate System, LYS Siney Fest Unilaring the RYCOBS RTN GPS Network on December 4.208. Coordinates shown are State Plane Foodmates. US Survey Feet No project datum factor was calculated or used for this project.	BASIS OF ELEVATIONS Elevations were established by redundant GPS observations using Spectra SP80 GNS5 receivers on the NAVDBS wricinal damin GEODI230 utilizing the KYCORS KIN Network on December 4, 2018 and were adjusted by closed differential level loop based on the elevation of CP 101 = 523.20°.			
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STP BRZ 9030 (152)	 Du	1	Page 57 of 245
COMITY OF ITEN NO.	PHASE I CONSTRUCTION: CURRENT EDITION OF THE KYTC SPEC BOOK, STANDARD DRAWINGS AND MUTCE CURSTRUCT ANY PROPOSED UTILITY RELOCATION AND DRAINAGE DEVICES PER THE PLANS. 2. CONSTRUCT THE TEMPORARY DIVERSION ON THE LEFT SIDE OF THE SIEPE A CONSTRUCT THE PROPOSED RAZOWAY AND BRIDGE AS SHOWN ON THE PLANS. SIEPE A CONSTRUCT THE PROPOSED RAZOWAY AND BRIDGE AS SHOWN ON THE PLANS. SIEPE A CONSTRUCT THE PROPOSED RAZOWAY AND BRIDGE AS SHOWN ON THE PLANS. SIEPE A CONSTRUCT THE PROPOSED RAZOWAY AND BRIDGE AS SHOWN ON THE PLANS. SIEPE A CONSTRUCT THE PROPOSED RAZOWAY AND BRIDGE AS SHOWN ON THE PLANS MAINTAING TWO LARS OF THARETCON RESTING JAMIE BOAD AND ORE LARE TRAFFIC ON THE DIVERTED GIBSON LARE. CURRENT AND PAYEMENT UNEST OF THE CONSTRUCT THE REAL MEAN LEVENCE. THE PLANS MAINTAINING THE CONSTRUCT THE FILLY AND STRUCTURE. CURRENT THE TALINING WALL AND PAYEMENT UP TO THE FINAL SUFFACING. PHASE II CONSTRUCT ON: THE REAL MAINTAINT AND CONSTRUCT THE FILM SUFFACING. THE REAL MAINTAINNING THE FILMS. STRUCTURE, GURRENT ON THE FILM SUFFACING. THE REAL MAINTAINNING THE FILMS. STRUCTURE, GURRENTLING CONSTRUCTED JAMIE BOAD. CONSTRUCT THE FILM SUFFACING AND DRAVING CONSTRUCT THE PLANS. MAINTAINNING THE FILM SUFFACING AND DRAVING CONSTRUCT THE PLANS. MAINTAINNING THE FILM SUFFACING AND DRAVING CONSTRUCT TO PARAGE STRUCTURE, GURRENT RELATIONE ENDAL ON THE FILM SUFFACING AND DRAVING CONSTRUCT TO PARAGENARY. STRUCTURE, GURRENT RELATIONE STRUCTURE, GURRENT. FERANCE RELATION FOR THE PLANS. INCLUDING BUT NOT LIMITED TO RELAVING WALL AND PAYEMANT.	DIVERSION POINT	MILE ROAD & CIBSON LANE MOT SHEET
<u>GENERAL NOTES</u> 4. THE CONTRACTOR SHALL MAINTAIN A ONE-LANE (STOP CONDITION - ALTERNATING DIRECTIONS) TRAVELED MAY WITH	A WINNUM INCOME TTC-100-00-04. DRAWING TTC-100-00-04. IDE CONTARCIOR SHALL DI NOT PROPERLY APL SIONS ARE APPLICABE SIONS ARE APLICABE OF THE CONTARCTOR AND THE FRAFTC. FRAFTC. THE ENCINEER AND THE ENCINE PROPERD BY THE ENCINE PROPERD BY THE ENCINE MUTINED IN THESE PLA MUTINED IN THESE PLA MUTINE IN THESE PLA MUTINED IN THESE PLA MUTINE IN THE PLA	BUDD BUDD BUDD BUDD BUDD BUDD BUDD BUDD	
GENERAL NOTES 1. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.	<ul> <li>The STANDARD SPECIFICATIONS FOR PROJUMENT BROWN AND THE STANDARD DRAWING, TAULE REAL PLANDARD DRAWING, TAULE REAL PLANDARD PLANDARD DRAWING, TAULARD TRAFT ON THE FOLLOW NO THE STANDARD PROJECTION AND THE FORDARD AND DRAFT ON ANTIAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON ANTIAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON ANALYAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON ANTIAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON ANALYAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON ANTIAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON ANALYAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON ANALYAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON ANALYAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON ANALYAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON ANALYAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON ANALYAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON ANALYAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON ANALYAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON ANALYAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON ANALYAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON ANALYAN AND CONTROL TRAFT ON ANALYAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON ANALYAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON ANALYAN AND CONTROL TRAFT ON THE FOLLOW SUB DRAFT ON THE FOLLOW SUB TRAFT ON THE FOLLOW SUT TRAFT ON THE FOLLOW SUB TRAFT ON THE FOLL</li></ul>	БАЛ. тріва Олоново Модоловано ()	MAINTENANCE OF TRAFFIC MAINTENANCE OF TRAFFIC PHASE I STEP B CONSTRUCTION

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	WATER LINE GENERAL NOTES PROR TO THE START OF ANY WATER MAIN CONSTRUCTION. SHALL BE PROVIDED	COUNTY 50 (152) III 00000000 0 III CYMBBELL 6-10000.00
	IN WRITING TO THE NORTHERN KENTUCKY WATER DISTRICT. THE CONTRACTOR IS TO COORDINATE NOW THEORY THE WATER MAIN. PROJECT AND MINIMEST THE SHUT DOWN THEORY THE WATER MAIN. CONTRACTOR MAY BE REQUIRED (IF NECESSARY) TO MAKE TEMPORARY WATER MAIN. TEMPINATIONS AND	
	RECONVECTIONS, USING APPROVED MATERIALS AND METHODS DURING CONSTRUCTION PHARING SEQUENCES TO PROVIDE CONTINUOUS WATER SERVICE. THIS IS INCIDENTIAL TO THE COST OF THE WATER MAIN. THE CONTRACTOR WILL COORDINATE ALL SHUT DOWN TIMES WITH THE NORTHERN KENTUCKY WATER DISTRICT.	
	THE CONTRACTOR IS ADVISED TO EXERCISE CAUTION IN HISHER OPERATIONS IN AREAS WHERE PLANS INDICATE THE PRESENCE OF A GAS LINE OR OTHER LINES CARRING HAZARDOUS MATERIAL. THE CONTRACTOR SHALL BE HELD REPORSIBLE FOR MACETD AS DIRECTOR NATERIAL.	
	THE CONTRACTOR AGERES TO ASSUME SOLE AND CONFLETE REPORTS TO THE FOUNDE THE COURSE THE CONTRACTOR AGERES TO ASSUME SOLE AND CONFLETE REPORTS AND THAT THIS REQUERTOR AGERES TO ASSUME THE FOUNDE AGERES AND THAT THE REPORT AGERES AND AND AND ALLEGED TO REPORT AGERES ADDIA THAT THE REPORT AGERES ADDIA THAT THE REPORT AGERES ADDIA THAT THE REPORT AGERES ARD AND AND ALLEGED TO REPORT AGERES ADDIA THAT THE REPORT AGERES ADDIA THAT AGERES ADDIA THAT AGERES ADDIA THAT THE REPORT AGERES ADDIA THAT THE REPORT AGERES ADDIA THAT ADDIA THAT AGERES ADDIA THAT AGERES ADDIA THAT AGERES	ITEM WATER LINE SCHEDULE OF OTYS UNIT 12 DESCRIPTION
	CONTRACTOR SHALL PROVIDE AND MAINTAIN SUFFICIENT BARRICIDES TO PROVIDE FOR THE SAFETY OF THE GENERAL PUBLIC TO THE SATISFACTION OF THE ENGINEER, E NECESSARY. CONTRACTOR SHALL COORDINATE ALL INFORCESSARY UTTUTY BELOCATIONS IF REQUIRED WITH THE ADPRODRMATE LITLITY	W ENCASEMENT CONCRETE ()
	COMPANIES RESPECTIVELY. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE NORTHERN KENTUCKY WATER DISTRICT STANDARD SPECIFICATIONS AND DRAWNES FOR THE DISTRIALATION OF WATER MAND SCURDENES (CURRENT STANDARD SPECIFICATIONS FOR THE DISTRICT AND POLICIES AND P	Hog3         W FPE DUCTILE FION IZ INCH         O         LF         Z30           Hog3         W FPE DUCTILE FION IZ INCH         O         LF         Z33           Hog3         W FULLE IZ INCH         O         LF         Z35           Hog4         W FULLE IZ INCH         O         LF         Z35           Hog4         W FULLE IZ INCH         O         LF         Z35           Hog4         W FULLE IZ INCH         O         EACH         3
	CONTRACTOR SHALL NOTIFY KYTC DISTRICT 6 AND THE NORTHERN KENTUCKY WATER DISTRICT AT LEAST 72 HOURS IN ADVANCE OF COMMENCEMENT OF ANY PART OF THE WORK	M THE STORE STORE OF CONNECTIONS TO EXIST MATCHING FOR FIELD ADUSTMENTS.
	ALL MATERALS SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED. ALL EXERTING (MOOVE AND BED OF RED DIVERTING AND DEPTH AS SHOWN TONLY PURPOSES ONLY AND ARE NOT NECESSMENT FEACT IN PORIZORIZION AND DEPTH AS SHOWN IN THE PLAN SET.	
A100U/ngise0/y	RECORD DRAWINGS	NOTES
(DWDD09/	THE CONTRACTOR STALL UPDATE THE PLANS. IN RECEIVENT, FIELD CONDITIONS VARY AND FROWIDE ANY FRETENENT NOTES, FI ANY CHANGES ARE MADE THE CONTRACTOR WILL PROVIDE THE UPDATED PLANS TO THE NORTHERN KENTUCKY WATER DISTRICT. THESE PLANS WILL SERVE AS THE AS-BULTS.	INSTAL 465 LF UNCLUDING 230 LF OF 12-DUCTILE IRON WATER LINE AND 235 LF OF 12-DUCTLE IRON WATERLINE WITH RESTRAINED ODNISS JACONG WITH A NUMBAUM OF 35-COVER TO TOP OF PLPE WITH ALVES AND JOINTS AS NIDCATED ON THE PARS MACHOR AS DIRECTED BY THE EXOURTED. THE CONTRACTOR SHALL COORDINATE RELOXATION OF THE
FILE NAME:	BEFORE YOU DIG THE CONTRACTOR IS INTERCEPT TO CALL LAMA-73-4007 TO REACH FY MI, THE ONE-CALL SYTEM FOR ANAMANIAN OF THE CONTRACTOR IS NOT THE CONTRACTOR IN THE CONTRACTOR IS INTERCEPT TO CALL LAMA-73-4007 TO REACH THE THAT OWNER OF THE CONTRACTOR MICH. FOR EXAMPLE TO THE CONTRACTOR FOR THAT OWNER OF UNDERGROUND FACILITIES ARE NOT THE CONTRACTOR SHOLD IS A MARKET THAT OWNER OF UNDERGROUND FACILITIES ARE NOT TO BE MARKED OF THE FX IN THE UTLITY OWNER-LAUGH THE CONTRACTOR MUST TO BE MARKED OF THE FX OWNER-CALL BENE-LADIG (BUDY SERVICE THE CONTRACTOR MUST FOR IT, THE THE THE CONTRACTOR FOR THE CONTRACTOR MUST FY BLI. THAY BE RECEIVED FOR CONTACT THE CONTRACTOR MUST FY BLI. THAY BE RECEIVED FOR CONTACT THE CONTRACTOR MUST FY BLI. THAY BE RECEIVED FOR CONTACT THE CONTRACTOR MUST FOR IT. THAY BE RECEIVED FOR THE CONTACT THE CONTRACTOR MUST FOR THE FOR THE CONTACT THE CONTACT THE CONTRACTOR MUST FY BLI. THAY BE RECEIVED FOR THE CONTACT THE CONTRACTOR MUST FOR THE FOR THE FOR THE CONTACT THE CONTRACTOR MUST FOR THE FOR THE FOR THE CONTACT THE CONTACT AND FOR THE	DUCTILE FRON WITH THE NORTHERN KENTLOCY WATER DISTRICT. O INCLUDES FUNCTIONATION STALLING 6 9 FO CONCRETE ENCLERENT. TRENENDEX/EXCANTION NACLUDIAN ROCO: AND NATTAL-FRUNCE REDDIME, ANOLT: SHORM, SHEETING AND BATCHNG, FROSION CONTROL DEVICES, AND ALL OTHER APPENDENTERANCES REQUIRED FOR CONSTRUCTION OF THE ENCAGEMENT.
M9 12:01:1	DETERMINE WAAT UTILITY ENGRAVER FAVE FACUTIES IN THE AREA. SUBSURFACE UTILITY ENGINEERING (SUE) SUBSURFACE UTILITY ENGRAVERS AN NOT PERFORMED ON THIS PROJECT. AL ELEVATIONS SHOWN IN FIRST PRAVE ARE ANTROMMED FOR THE PROJECT ALL ELEVATIONS SHOWN IN PRESS PRAVE AREA PRODUCED FOR ON EXAMPLE OF ALL ELEVATIONS SHOWN IN	(a) Includes requestive, lagen and Installation of hefe 2 new cate warks and substruct allow the betternine and other as welled by the focurest was contineawort. Renounce recovering including boots (a) Includes remains prior. Renounce, recovering including boots and market encovering. Renounce, recovering and and and and and and and and and and and and and and
: dorrell,smith PLOTTED: 1/2/2020	STANDARD SPECIFICATIONS AND DRAWINGS THE CONTRACTOR STALL COMPANY WITH THE NORTHERN RESTLOCK WATER DISTRICT STANDARD SPECIFICATIONS, STANDARD DRAWINGS, AND POLICIES AND PROCEDURES. AND DRAWINGS FOR THE INSTALLATION OF WATER AMONS CUBRENT EDITIONS) AND THE KDOW ANDOR KATC STANDARD DRAWINGS, AND POLICIES AND PROCEDURES.	<ul> <li>Existing Mukin at Tai, Elögo Michi Niculosi Bulf Vall, Landto To CUTINO HE KASTING PEP PLUS FITTINGS REQUERED 10 COMPLETE RECOMPCIDENS, AND ALL UNG RAPPORTERANCE, REQUERD FOR FITTINGS ICIN ONNO, PARENER ILOCHIA, MANCHAS, VALLE PLEFE FITTINGS ICIN ONNO, PLEVEL IN, MANCHAS, VALLE PLEFE RECOMPLETING, AND ALL DATE RECEIVER PLEVEL FILTING OR THE TIME, AND THE RAY, TEM.</li> <li>IS INCH VALVE WITH TER RAY, TEM.</li> </ul>
INSER: DATE	NOTES	
:3MAN T33H2-3	SHEUKLA PRE CONSINS: FOR SMELVIAL PRE CONSING. A COORPLAT CONSTRUCTION FEMIT WILL NOT ER FRAUMENT TO ARS 51.250 FT FIE FOLLOWING REQUIREMENTS OF ADVAR 4050 SECTION 2 ARE WET: 2. MONSTRUE WERKES, SMELE BACKFLIDS AT CONTREPCO CONTOMIC CONTROL CONTOMIC CONT	
798.9.11.84	SUBFLUVAL PPE CROSSINGS-FOR SUBFLUVIAL PIPE CROSSINGS GREATER THAN OXFIFTEEN FEET (15)1N MUDTH. 1. HE PPE CROSSINGS-FOR SUBFLUVIAL PIPE CROSSINGS GREATER THAN OXFIFTEEN FEET (15)1N MUDTH. 1. HE PALL UE OF SECLAL CONTROLLED AND THE CROSSINGS SO THAT THE SECTION CONTEX AND 1. AND THE STALL BE PARVUED AT ONT ROLF OF ANTER CROSSINGS SO THAT THE SECTION CON REPAIR, VALVES SHALL BE EASLY ACCESSIBLE AND SHALL NOT BE SUBJECT TO 2. DEMIL STALL BE PARVUED AT ONT ROLF OF AND ATT THE SECTION CON BE ISOLATED FOR TESTING OR REPAIR, VALVES SHALL BE EASLY ACCESSIBLE AND SHALL NOT BE SUBJECT TO 2. DEMIL THAT SO OTHER MEANS SHALL BE PROVIDED ON EACH SIDE OF THE VALVE CLOSEST TO THE SUPPLY SOURCE TO ALLOW INSERTION OF A SMALL WETER TO DETERMINE LEAKAGE AND OBTAIN WATER 3. DEMILMANT TAPS ON OTHER MEANS SHALL BE PROVIDED ON EACH SIDE OF THE VALVE CLOSEST TO THE SUPPLY SOURCE TO ALLOW INSERTION OF A SMALL WETER TO DETERMINE LEAKAGE AND OBTAIN WATER	
WicroStation /	ALL CONFECTIONS TO THE EXISTING MAIN SMALL OCCUR STMULTANEOUSLY. THE SHUDDOWN INVOLVING THEEE CONNECTIONS SHALL BE LIMITED TO 7 HOURS, CONTRACTOR SMALL BE RESPONSIBLE FOR ALL TELEORARY PROVISIONS TO FILL, PRESSURE TEST, DISINFECT, AND FLUSH THE PROPOSED MATER MAIN PRIOR TO COMPECTING IT TO THE EXISTING SYSTEM.	AECOM RENGING WATERLINE GENERAL NOTES 3 3-MIF ROAD & GIRSON I ANF
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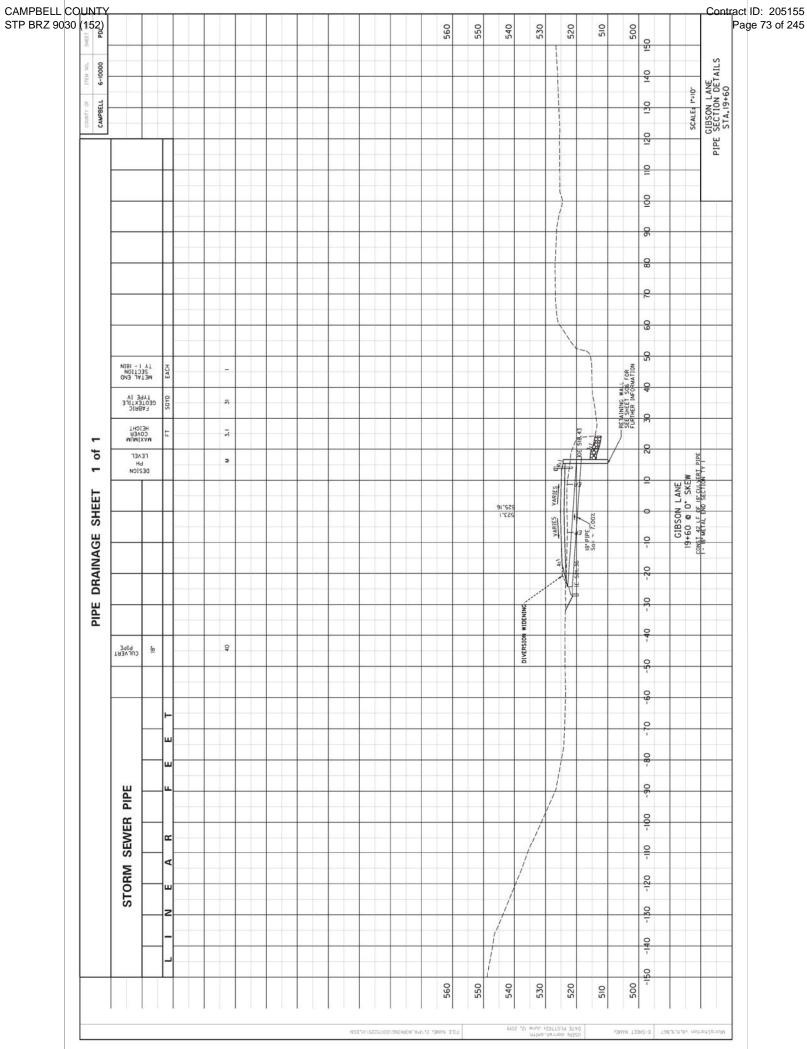
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Contract ID: 205155

	General N
<u>Specifications</u> : References to the specifications are to the current edition of the Kentucky Deportment of Hichwoys Standard Specifications for Road and Bridge	<u>Verifying field Conditions:</u> The contractor sh material. New material that is unsultable bec
Construction including any current supplemental specifications. All references to	shall be replaced at the contractor's expension
the Asonic specifications of a to the Asonic Land prioge design specifications. 8th edition with interims.	<u>Dimensions</u> : Dimensions are for a normal temp
Design   and: This bridge is designed for KYH1-33 [lve   and (i e. 1.25v4A5HTO H193 [lve   and)	dimensions are horizontal dimensions.

<u>Design Load</u>: This bridge is designed for KYHL-93 live load, (i.e. 1.2 This bridge is designed for a future wearing surface of 15 psf.

<u>Design Method</u>: All reinforced concrete members are designed to be equivalent or greater than the load and resistance factor design method as specified in the current AASH10 Specifications.

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P	or Class	s "A" Reinforced Concrete	f'c = 3500 psi
P	Clas	"AA" Reinforced Concrete	υ
Ь	Steel F	or Steel Reinforcement	fy = 60000 psi

Material Specifications. AASHTO Specifications or ASTM, current edition, as designated below shall govern the materials furnished.

AASHTO MI53

Premolded Cork Filler, Type II

Deformed and Plain Billet-Steel for Concrete Reinforcement, Grade 60 AASHTO M-31

Preformed Cork Expansion Joint Material: Preformed Cork Expansion Joint Material shall conform to subsection 807.04.02 (1ype 11) of the Kentucky Department of Highways Standard Specifications.

<u>Concrete</u>: Class "A" Concrete is to be used throughout the superstructure and in the portions of the substructure above the tops of cops. Class "A" concrete is to be used in the substructure bow the cops. Prestressed beam concrete shall be in accordance with the plane and specifications.

Bindirforcement: Dimensions shown from the foce of concrete to books ore to center of books unless otherwise shown. Spocing of books is from center to center of bors, Any reinforcing bors deported by suffix, e'in the poins sholl be epoxy costed in occudance with section Bill. Of the Standard Specifications. Any reinforcing bors designed by suffix s'in a Bill of heinforcement sholl be considered a stirtup for purposes of bend diameters.

<u>Construction identification</u>: The names of the Prime Contractor and the Sub-Contractor shoulbe imprinted in the concrete with linch letters of a location designated by the explorer. The contractor should it/mrish all plans, equipment and labor necessary to do the work for which no direct pryment will be made.

Beveled Edges: All exposed edges shall be beveled  $\mathcal{Y}_4^*$ , unless otherwise shown.

<u>Poyment for Precast Concrete Beams</u>. The basis of payment for the Prestressed Concrete Beams shall be at the contract unit price per linear foot of beam, in accordance with the specifications.

<u>Stope Protection</u>: Stope Protection of aduitments shall be dry cyclopean stone riprop in accordmene with the plans and specifications, cereivalite larchic, cuss shall be placed between the enucliment and the stope protection in accordance with Stondard Specifications 24 and 84. Roynent Protection in accordance with Stondard Specifications 24 and 84. Roynent Protection in accordance with Stondard Specifications 24 and 84. Roynent Protection in accordance with Stondard Specifications 24 and 84. Roynent Protection in accordance with Stondard Specifications 24 and 84. Roynent Protection in accordance with Stondard Specification is the unit price plat for Dry Cyclopeno Stone Riptrob.

¢ Completion of the Structure the contractor is equired to complete the structure in cocordance with the plans and specifications. Material, lobor, or construction perroritors not therwise specified, are to be included in the bid them must oppropriate the work involved. This may include corfered may shortly, executions, backfilling, removal of all or ports of existing structures, phose construction, incidental materials. labor, or anything else required to complete the structure. <u>Shop Drewings</u> The fabricane shall submit all required shop plans, by email to \$40P\_ DipPT format, as either inter review. These submissions shall be plans in DiPT format, as either intrity or 22-356 sheets. Designers will not be review comments on these electronic submissions as needed and, it required, shall return that the the Paricator for corrections and resolution. They submission shall be also electronic submissions as needer ond, it required, shall return that the the Paricator for corrections and resolution. Using a contractive of all comments, thus shall be directly to the Brok plan. Shop Plan coordinator of an distribution, only plans submitted directly the shop Plan Coordinator will be distributed. Additionally, only plans submitted directly to readire autor for coordinator and more than to be used for fabricator. While this process does not redure the submission of poper copies, the Engineer of Record means the right to require such copies on a case by case bols.

Note: The designation in the email 019600060N refers to the Bridge ID number which is located on the Title Sheet, RI of the Bridge Plans. Example: SHOP\_019800060N@docs.e-Builder.net

<u>Utilities.</u> The contractor shall be responsible for locating any and all existing utilities prior to excaudion of material on installation of guaration of our other construction activities fixed may involve utilities (verhead or underground).

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# Votes

shall field verify all dimensions before ordering cause of variations in the existing structure se.

perature of 60 degrees fahrenheit. Layout

<u>Superstructure Slab</u>: The superstructure slab shall be poured continuously from end to and of slab before the concrete is allowed to set.

<u>Mastic Tope</u>: Mastic Tope used to seal joints is to meet the requirements of ASIN C-877 Type ii. Ii. or III. The joint is to be covered with IX-wide mastic tope. Prior to opplication. The joint surface shall be clean and free of dirt, debris, or deleterious materia. Frimer, if required by the tope manufacturer, shall be applied for a minimum width of 9 on each side of the joint.

Mastic Tape shall be either:

EZ-Wrap Rubber by Press-seal Casket Corporation. Seal Wrap by Mar Mac Manufacturing Co. Inc., Cadilloc by The UP Rubber Co. Inc. approved equal. Mestic Tape shall cover the joint continuously unless otherwise shown in the plans. Mestic Tape shall be spliced by Tophig a minimum of 6 and in accordance with the analytic transfer secondardons with the overlap truning downlik.

The cost of labor, materials, and incidental items for furnishing and installing Mastic Tape shall be considered incident to the unit price bid for concrete class 14, and no separate measurement of byamet shall be made.

the beams <u>temporary Supports</u>: Temporary Supports or shoring will not be permitted under when pouring the concrete deck slab or when taking 'top of beam' elevations.

<u>Armored Edge</u>: Fabricate armored edge to match cross slope and parabolic crown at each end of Pridge.

<u>Elastomeric Bearing Pads</u>: Elastomeric Bearing Pads shall conform to the AASHTO Standard Specifications for Highway Bridges, Division 11, Section 18.

Bearings shall be Low Temperature Grade 3 with a shear modulus between 95 psi and 130 psi and shall be subjected to the load testing requirements corresponding to Design Method 8. The cost of bearing pads is to be included in the unit price per linear feet for Precess Beams.

Equindation Preparation: Foundation Preparation shall be in accordance with Section 603 of the Specifications.

ç oundation excavations should be properly braced/shored to provide adequate safety persons working in or around excavations. Bracing should be performed in accordance persons working in or around excavations. Bracing with applicable federal, state and local guidelines.

Ŷ Temporcry shoring, sheering, cofferdans, and/or dewatering methods may be required facilitate foundation construction. It should be anticipated that groundwater will be anocuriered of a foundation locations within the flood plain. Temporary shoring, bracing, sheeting, cofferdams and dewatering shall be included in the .ump Sum Bid for Foundation Preparation.

<u>Structural Granular Backfill</u>; Materials for Structural Granular Backfill shall be in accordance with Section 805 of the Specifications.

measured for payment Contrary to the Specifications, Structural Granular Backfill will not be but shall be included in the Lump Sum Bid for Foundation Preparation.

Concrete Sealer: Apply concrete sealer in accordance with the Special Note Concrete Sealing.

CAMPBELL COUNTY STP BRZ 9030 (152) <u>Scread footing</u>. Based on a review of the existing subsurface conditions and anticipated structuralized is the recommended net rock bearing foundation system consisting of spread footings be used for all bridge substructure elements. A presumptive bearing resistores of 20 ksf on unweathered bedrock is being recommended.

water Excovation for footings at the structure locations should be level and free of loose, we softened material, etc. Additional rock excavation to achieve suitable bearing conditions softened material, etc. Additional rock excavation to achieve suitable bearing c may be required depending upon topography and bedrock weathering conditions. Solid rock excovation will be required for installation of the substructure's spread footings. The contractor shall take care during lossing and other excovation methods to avoid over-rescape and dange to the bedrock beneath the footings.

Footing excourtions in bedrock shall be cur nearly so that no forming or backfilling is necessary in the construction of the portions of the footings located in rock. Concrete shall be placed directly against the cur rock faces. Mass concrete shall be placed in the excountion from the top of the footing to the bedrock surface where the footing dass not extend to the bedrock surface.

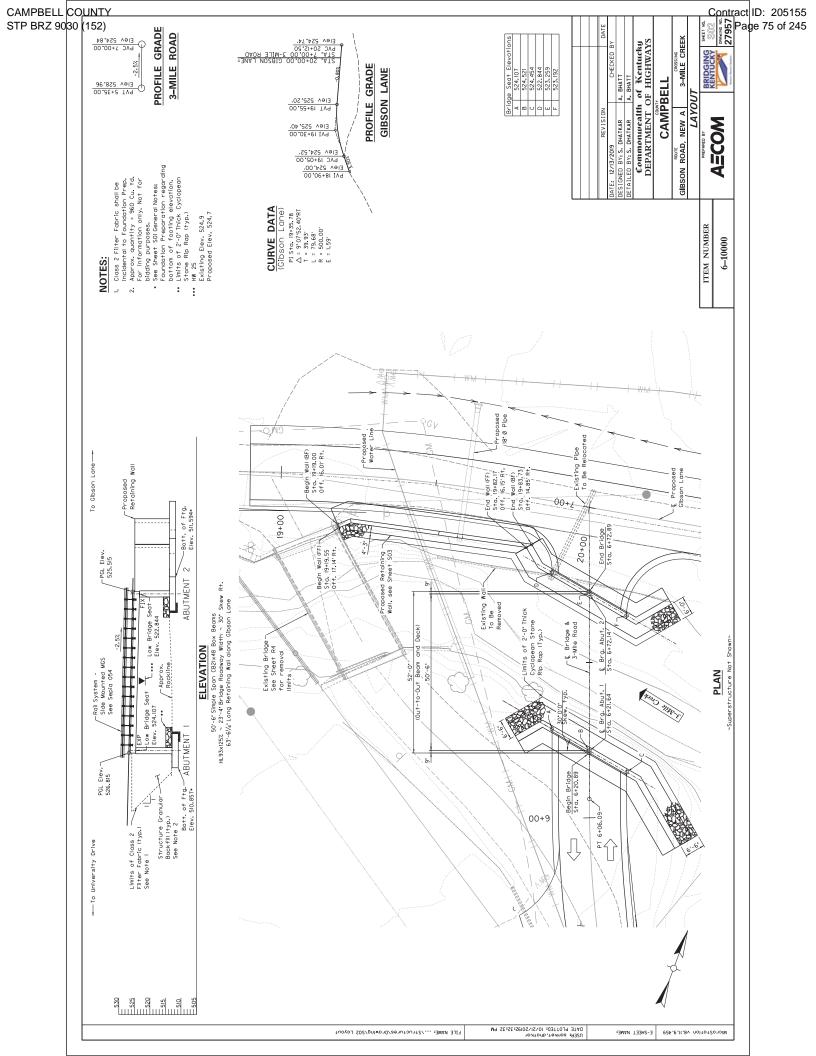
the Berring exvision of footings may be adjusted at the discretion of the Englineer if competent, unwethered bedrock is found of higher elevation than specified for respective austructure element. The top of new spread footings should be fully embedded into unectimeed bedrock. At a minimum, two-foot embedment into competent bedrock sholl be maintrained. Frior to plocement of any concrete to reinforcing steel in a quandation excendion, the excandion bottom shoud be clean and all soft, were rail losse materials should be removed. In no concrete be ploced upon compressible or water-softened materials lary clay seems or cuspert werk materials of or near the bearing elevation will need to be underfund and replaced with mass concrete.

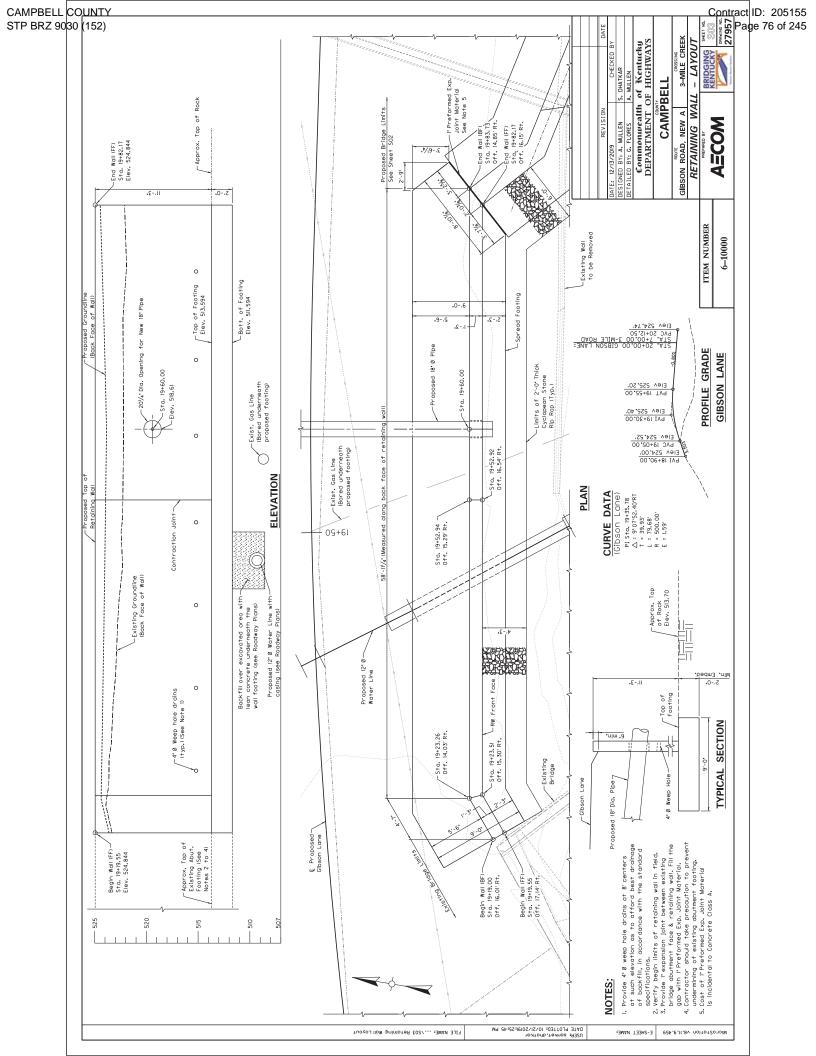
concrete plocement for footings should be ploced as soon as practical after completion of the footing excavation to the bedrock becomes softened at bearing elevation, the softened material solutable be undercut to unweithered material photor to placement of reprincing steel and concrets. Seasond proundwater fuctuations may cuse groundwater infiltration into the Footing excavation, and a develoing method may be necessary.

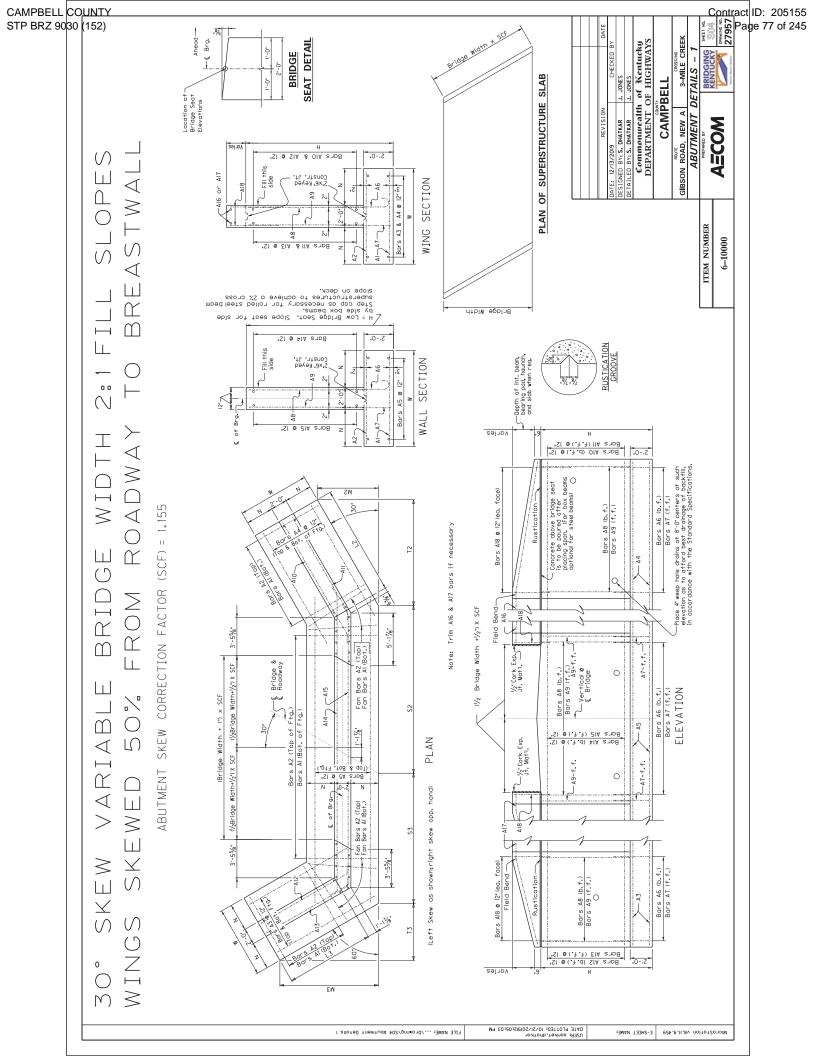
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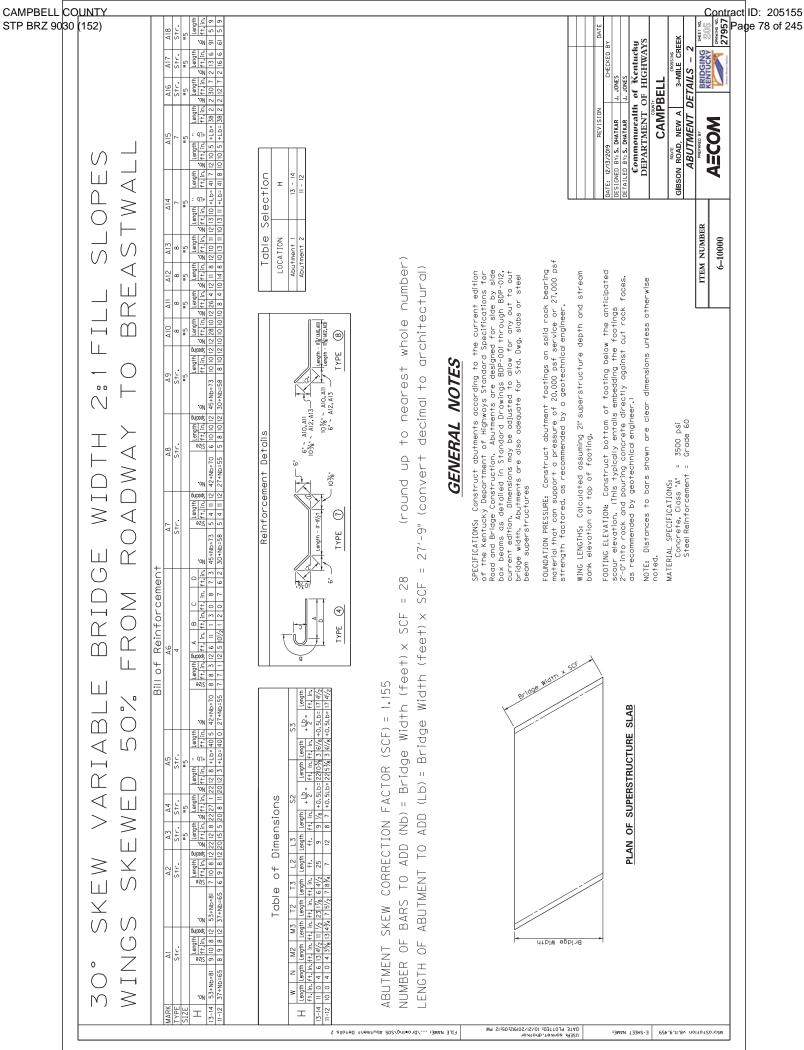
ITEM NUMBER 6-10000

act ID: 205155 Page 74 of 245

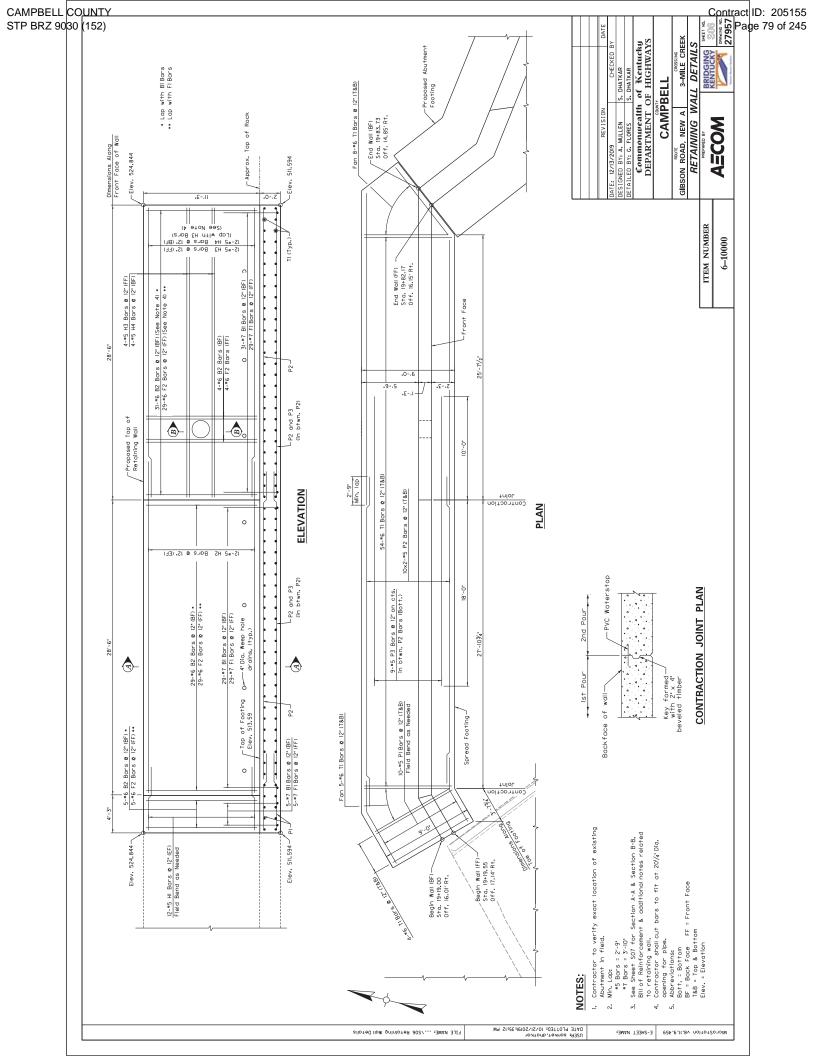


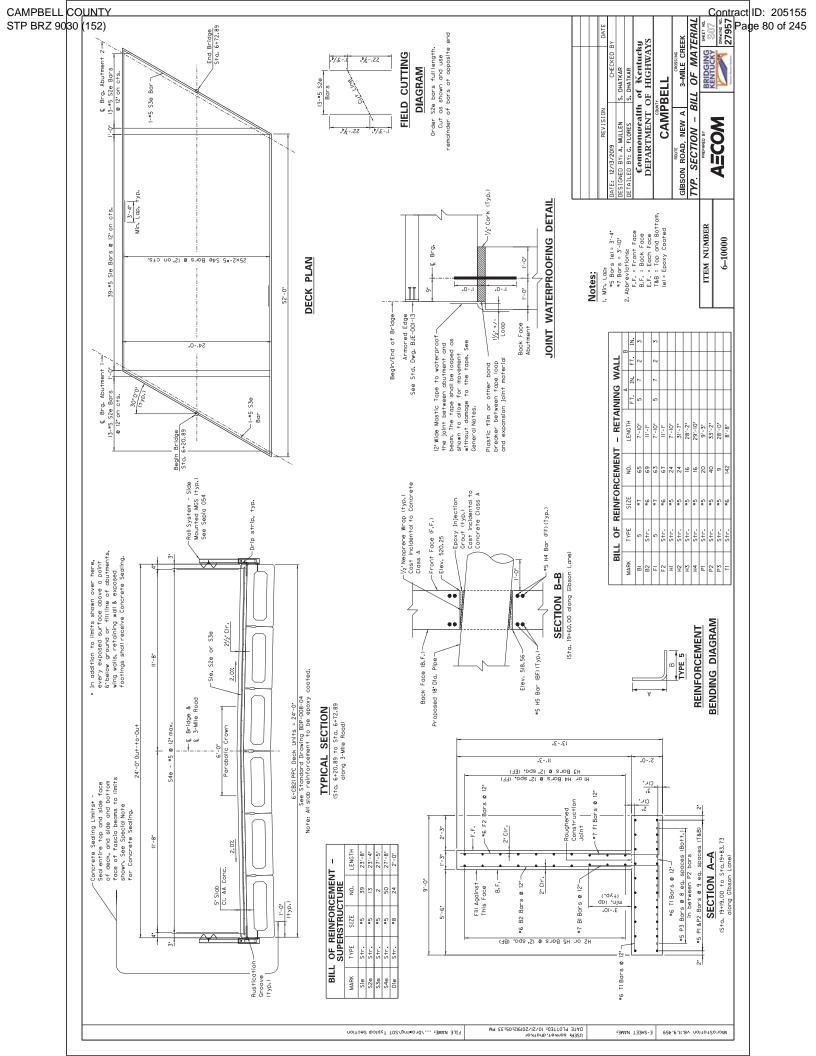


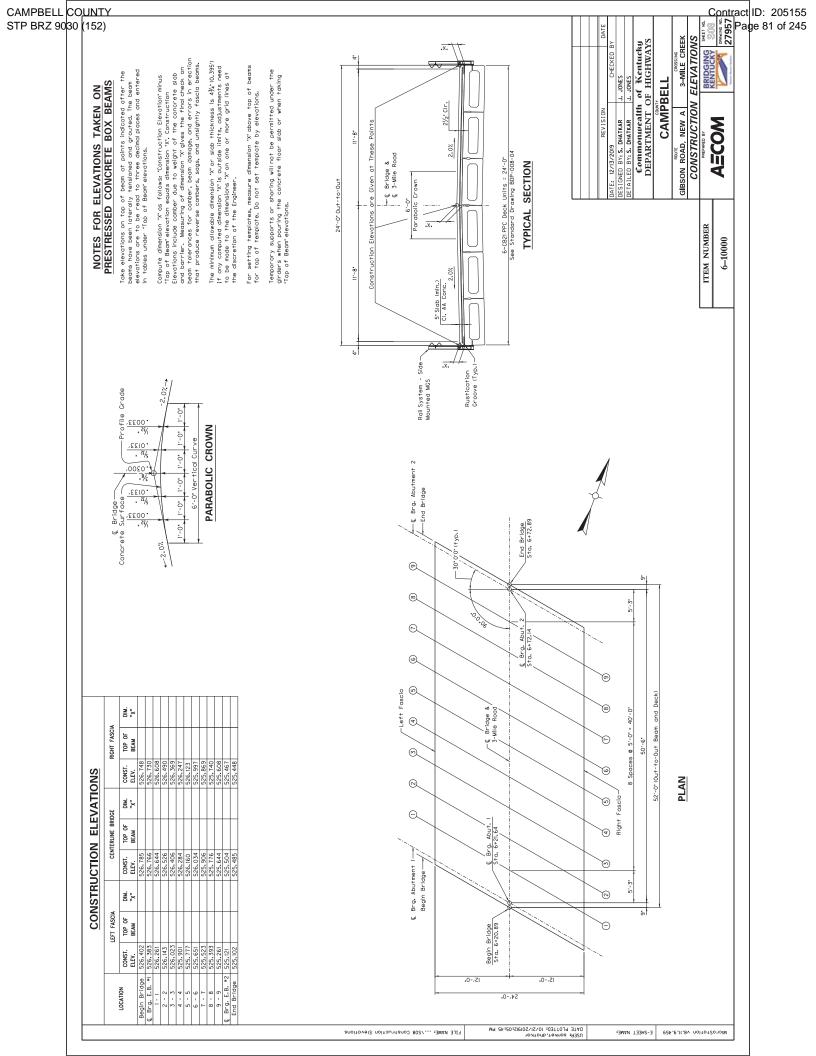




CAMPBELL COUNTY







# SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND LIQUIDATED DAMAGES ON BRIDGE REPAIR CONTRACTS

06-10000.00 Campbell 019B00060N

#### I. COMPLETION DATE.

Upon Notice to Proceed, the Contractor has the option of selecting the Begin Work date. Once selected, notify the Department in writing of the date selected at least two weeks prior to beginning work and provide a proposed project schedule. All work is to be completed by the specified contract completion date. The Contractor is allotted 120 calendar days once the bridge is closed and traffic is on the diversion to complete all work to safely reopen the structure with no lane closures. At a minimum, prior to reopening the bridge to traffic, all strength

requirements and curing for materials used shall be completed per Division 600 of the Standard Specifications. Guardrail shall be installed to the satisfaction of the Engineer prior to reopening the bridge to traffic unless prior approval is obtained from the engineer for use of temporary railing.

The Engineer will begin charging calendar days for a structure on the day the Contractor closes the structure to traffic, regardless of holidays or seasonal weather limitations.

#### II. LIQUIDATED DAMAGES.

Liquidated damages will be assessed to the Contractor in accordance with the Transportation Cabinet, Department of Highway's current Standard Specifications for Road and Bridge Construction, Section 108.09, when either the allotted number of calendar days or the specified completion date is exceeded.

Contrary to the Standard Specifications, liquidated damages will be assessed to the Contractor during the months of December, January, February and March when the contract time has expired on any individual bridge. Contract time will be charged during these months. All construction must be completed in accordance with the weather limitations specified in Section 606 and/or Section 601 as applicable. No extension of Contract time will be granted due to inclement weather or temperature limitations that occur due to starting work on the Contract or a structure late in the construction season.

Maintenance of the diversion must be completed within 24 hours for items that do not adversely affect traffic. In the event of a washout, and access is no longer maintained, the contractor has 4 hours to reopen the roadway to traffic. Failure to meet either the 24 hour requirement or the 4 hour requirement will result in Liquidated Damages being charged at a rate of \$750 per hour beyond the required time specified, once notified. Re-grading of the diversion will be incidental to maintain and control traffic, however additional material if deemed necessary by the Engineer will be paid as specified in the contract. CAMPBELL COUNTY STP BRZ 9030 (152)

#### SPECIAL NOTE

#### **Tree Clearing Restriction**

# DUE TO THE RECOVEREY PLAN FOR ENDANGERED BATS, NO TREE CLEARING IS PERMITTED FROM JUNE 1 THROUGH JULY 31.

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

#### Special Note for Bridge Demolition, Renovation and Asbestos Abatement

If the project includes any bridge demolition or renovation, the successful bidder is required to notify Kentucky Division for Air Quality (KDAQ) via filing of form (DEP 7036) a minimum of 10 days prior to commencement of any bridge demolition or renovation work.

Any available information regarding possible asbestos containing materials (ACM) on or within bridges to be affected by the project has been included in the bid documents. These are to be included with the Contractor's notification filed with the KDAQ. If not included in the bid documents, the Department will provide that information to the successful bidder for inclusion in the KDAQ notice as soon as possible. If there are no documents stating otherwise, the bidders should assume there are no asbestos containing materials that will in any way affect the work.



### **Asbestos Inspection Report**

To: Tom Springer, QK4, Inc.

Date: November 27, 2018

Conducted By: Russell Brooks, LFI, Inc. Kentucky Accredited Asbestos Inspector #118-06-9270

#### Project and Structure Identification

Project: Campbell County: Item No. 6-10000

Structure ID: #019B00060N

Structure Location: Gibson Road, New A over Threemile Creek, Campbell County, Kentucky

Sample Description: No suspect asbestos containing (ACM) were observed

Inspection Date: November 21, 2018

#### **Results and Recommendations**

The asbestos inspection was performed in accordance with current United States Environmental Protection Agency (US EPA) regulations, specifically 40 CFR Part 61, Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) revision, final rule effective November 20, 1990.

It is recommended that this report accompany the 10-Day Notice of Intent for Demolition (<u>DEP7036 Form</u>) which is to be submitted to the Kentucky Division of Air Quality prior to abatement, demolition, or renovation of any building or structure in the Commonwealth.

No suspect asbestos containing (ACM) were observed.



OR I

# **Russell Henry Brooks**

Has met the requirements of 401×KAR 58,005 and is accredited as an:



 Accreditation Number
 I18-06-9270

 Issue Date:
 6/12/2018

 Expiration Date:
 6/5/2019

CAMPBELL COUNTY STP BRZ 9030 (152)



#### KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES

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

#### **RIGHT OF WAY CERTIFICATION**

Original		Re-Cer	e-Certification RIGHT OF WAY CERTIFICATION						
-	ITEM # COUNTY				PROJECT # (STATE) PROJECT # (FEDERAL)				
06-10000 Campbell					1100 FD04 121 9414001R				
PROJECT DESC	RIPTIC		umpoer	•	110010011	219111001			
Bridging Kentucky - 019B00060N - Gibson Road, New A Over Threemile Creek (replacement)									
No Additional Right of Way Required									
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations									
under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or									
relocation assistance were required for this project.									
Condition # 1 (Additional Right of Way Required and Cleared)									
		-	-	ol of access rights when a	• •				
			-				may be some improvements		
-	-	-		-	•		physical possession and the		
-	-	-		-		-	n paid or deposited with the		
				nce with the provisions of			ilable to displaced persons		
				of Way Required with		VA unective.			
	-		-			-of-way required for th	ne proper execution of the		
-					-		has not been obtained, but		
	-		-		-		s physical possession and right		
							court for most parcels. Just		
	-		-	-			-		
Conditio	Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract Condition # 3 (Additional Right of Way Required with Exception)								
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All									
remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby									
requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not									
	be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the								
				ng. KYTC will fully meet a					
	-			all acquisitions, relocatio rce account construction		ents after bid letting ar	nd prior to		
Total Number of Pa				EXCEPTION (S) Parcel #		PATED DATE OF POSSESSIO	Ν WITH ΕΧΡΙ ΑΝΑΤΙΟΝ		
			2 ired		Annei				
Number of Parcels That Have Been Acquired       Signed Deed     2									
Condemnation			0						
Signed ROE 0									
Notes/ Comments (Use Additional Sheet if necessary) Acquisition complete									
LPA RW Project Manager         Right of Way Supervisor									
Printed Name					Printed Name	Mark Askin, PE			
Signature					Signature	Mark As	Date: 2019.05.29 15:50:33		
Date					Date	05/29/19			
Right of Way Director						FHWA			
Printed Name			Dean N		Printed Name				
Signature			Digitally s DM Loy		Signature				
Date Date Date Date Date Date Date Date					Date				

#### Campbell County ADDRESS DEFICIENCIES OF GIBSON ROAD BRIDGE OVER THREEMILE CREEK. (019B00060N) ITEM NUMBER: 06-10000.00

#### **PROJECT NOTES ON UTILITIES**

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

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

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

#### Campbell County ADDRESS DEFICIENCIES OF GIBSON ROAD BRIDGE OVER THREEMILE CREEK. (019B00060N) ITEM NUMBER: 06-10000.00

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

Not Applicable

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

Duke Energy Kentucky (Electric) – Electric will be relocating their facilities and will be complete by August 31, 2019.

Cincinnati Bell Telephone (Overhead) – Telephone will be relocating their facilities and will be complete by August 31, 2019.

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

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

Not Applicable

#### Campbell County ADDRESS DEFICIENCIES OF GIBSON ROAD BRIDGE OVER THREEMILE CREEK. (019B00060N) ITEM NUMBER: 06-10000.00

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

Northern Kentucky Water District – Water have included their plans in the roadway contract.

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

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

⊠No Rail Involvement □Rail Involved □Rail Adjacent

#### Campbell County ADDRESS DEFICIENCIES OF GIBSON ROAD BRIDGE OVER THREEMILE CREEK. (019B00060N) ITEM NUMBER: 06-10000.00

#### AREA FACILITY OWNER CONTACT LIST

Address	Contact	Phone	Email
	Name		
221 East Fourth Street	Tony	5135668059	tony.niehaus@cinbell.com
Cincinnati OH 45202	Niehaus		
139 East Fourth Street	Bill	5134583846	bill.hofstetter@duke-
Cincinnati OH 45202	Hofstetter		energy.com
PO Box 18640	Kyle Ryan	8594262713	kryan@nkywater.org
Erlanger KY 41018			
	221 East Fourth Street Cincinnati OH 45202 139 East Fourth Street Cincinnati OH 45202 PO Box 18640	Name221 East Fourth StreetTonyCincinnati OH 45202Niehaus139 East Fourth StreetBillCincinnati OH 45202HofstetterPO Box 18640Kyle Ryan	Name221 East Fourth StreetTony5135668059Cincinnati OH 45202Niehaus5134583846139 East Fourth StreetBill5134583846Cincinnati OH 45202HofstetterPO Box 18640PO Box 18640Kyle Ryan8594262713

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

06-10000.00 Campbell 019B00060N

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

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

#### PROTECTION OF EXISTING UTILITIES

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

#### PREQUALIFIED UTILITY CONTRACTORS

Some utility owners may require contractors that perform relocation work on their respective facilities as a part of the road contract be prequalified or preapproved by the utility owner. Those utility owners with a prequalification or preapproval requirement are as follows:

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

The bidding contractor needs to review the above list and choose from the list of approved subcontractors at the end of these general notes as identified above before bidding. When the list of approved subcontractors is provided, only subcontractors shown on the following list(s) will be allowed to work on that utility as a part of this contract.

When the list of approved subcontractors for the utility work is <u>not</u> provided in these general notes, the utility work can be completed by the prime contractor. If the prime contractor chooses to subcontract the work, the subcontractor shall be prequalified with the KYTC Division of Construction Procurement in the

work type of "Utilities" (I33). Those who would like to become prequalified may contact the Division of Construction Procurement at (502) 564-3500. Please note: it could take up to 30 calendar days for prequalification to be approved. The prequalification does not have to be approved prior to the bid, but must be approved before the subcontract will be approved by KYTC and the work can be performed.

#### CONTRACT ADMINISTRATION RELATIVE TO UTILITY WORK

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

#### SUBMITTALS AND CORRESPONDENCE

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

#### <u>ENGINEER</u>

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

#### INSPECTOR OR RESIDENT PROJECT REPRESENTATIVE

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

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

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

#### UTILITY SHUTDOWNS

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

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

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

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

or corporation stop and/or capping or plugging the tap, digging down on a sewer tap at the main and plugging or capping the tap, digging down on a service line or lateral at a location shown on the plans or agreeable to the engineer and capping or plugging, or performing any other work necessary to abandon the service or lateral to satisfactorily accomplish the final utility relocation.

#### STATIONS AND DISTANCES

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

#### RESTORATION

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

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

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

#### MATERIAL

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

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

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

#### SECURITY OF SUPPLIED MATERIALS

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

# **Standard Water Bid Item Descriptions**

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

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

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

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

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

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

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

Range 1 = All encasement sizes greater than 2 inches to and including 6 inches Range 2 = All encasement sizes greater than 6 inches to and including 10 inches Range 3 = All encasement sizes greater than 10 inches to and including 14 inches Range 4 = All encasement sizes greater than 14 inches to and including 18 inches Range 5 = All encasement sizes greater than 18 inches to and including 24 inches Range 6 = All encasement sizes greater than 24 inches

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

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

Range 1 = All encasement sizes greater than 2 inches to and including 6 inches Range 2 = All encasement sizes greater than 6 inches to and including 10 inches Range 3 = All encasement sizes greater than 10 inches to and including 14 inches Range 4 = All encasement sizes greater than 14 inches to and including 18 inches Range 5 = All encasement sizes greater than 18 inches to and including 24 inches Range 6 = All encasement sizes greater than 24 inches

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Size 1 = All live tapped main sizes up to and including 8 inches Size 2 = All live tapped main sizes greater than 8 inches

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

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

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

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

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

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

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

#### Section II GENERAL INSTRUCTIONS AND SPECIAL NOTES

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- 1. WATER SHUTDOWNS The Contractor after approval by the NKWD's representative shall notify all affected NKWD's customers a minimum of 48 hours prior to interrupting water service. Notification shall be made by the Contractor using the Northern Kentucky Water District "Interruption of Service Notice". All NKWD's customers shall be notified prior to having their water turned-off to have ample time to draw water for use until service is restored. Under no circumstance shall a customer of the NKWD be without water service overnight. Commercial customers may have additional requirement such as temporary water feed, special shut-down times, etc. If water service or existing water system cannot be interrupt during normal daytime hours due to water needs or high demands, the contractor may be required to conduct the work at night or on the weekend. This work is considered an incidental to the project. No active water main shall be shut down without prior approval of Northern Kentucky Water District. Tie-ins on this project may have to be scheduled at night, on weekends or other off peak hours.
- 2. PROTECTION OF EXISTING UTILITIES The existing utilities shown on the plans are shown as best known at the time the plans were developed and are to be used as a guide only by the Contractor. The Contractor shall use all means at his disposal to accurately locate all affected utilities, whether shown on the plans or not, prior to excavation and protect these utilities during construction. Any damage to existing utilities during construction that are shown or not shown on the plans shall be repaired at the Contractor's expense.
- 3. STATIONS AND DISTANCES All stations and distances indicated in the plans or specifications are approximate, therefore, some minor adjustment may have to be made during construction to fit actual field conditions.
- 4. FIRE HYDRANT DISCONNECTION No fire hydrant shall be removed from service without prior approval of Northern Kentucky Water District, and the proper fire authority.
- 5. RESIDENT ENGINEER "Resident Engineer" as referred to in the specifications or in the plans shall mean the Kentucky Department of Highways Engineer in charge of the project and his inspectors.
- 6. WATER MAIN INSPECTION Northern Kentucky Water District and their inspectors, and the resident engineer and his inspectors shall be jointly responsible for inspection of water line facilities installation. Where the phrase "as directed" appears in these specifications without defining who is doing the directing, it shall be understood "as directed" means jointly directed by the Resident Engineer and Northern Kentucky Water District
- 7. PRIOR INSPECTION OF EXISTING METER SETTINGS The Contractor with the Northern Kentucky Water District's inspector shall make an inspection of all meter settings to adjusted or relocated prior to construction. Any meter setting not up to Northern Kentucky Water District standard shall be noted and parts furnished to the Contractor by the Northern Kentucky Water District for installation as needed. Any water meter setting, fire hydrant or any other water facilities that are to be relocated, adjusted, reused or remain and are damaged by the Contractor shall be repaired at the contractors expense. Any old water meter settings removed and not reused shall be turned over to the Northern Kentucky Water District.

- 8. SPECIAL BACKFILL NOTE No sand or granular material shall be used for backfill above 12" over the top of the pipe or around structures. Only compacted soil or flowable fill shall be used unless approved or otherwise directed by the Resident Engineer.
- 9. GENERAL SAFETY For the security and safety of people in and adjacent to trenches or construction operations, the "Manual of Accident Prevention in Construction" published by the Associated General Contractors Association of America, the "Manual On Uniform Traffic Control Devices" published by the Federal Highway Administration, and the safety regulations of the appropriate state and local agencies shall be followed when specifically applicable, or by similarity of operation or as necessary for adequate protection.
- 10. MATERIAL HANDLING Pipe, fittings, valves, hydrants, and accessories shall be loaded, unloaded, and handled by lifting with hoists or skidding so as to avoid shock or damage. Under no circumstances shall such materials be dropped. Pipe handled on skidways shall not be skidded or rolled against other pipe.
- 11. PROTECTION OF PAVEMENT Where main construction is located in or adjacent to pavements, all construction equipment shall have rubber tires. Crawler equipment will be permitted when there is no danger of damaging pavement.
- 12. NOISE, DUST AND ODOR CONTROL The Contractors construction activities shall b conducted so as to eliminate all unnecessary noise, dust, and odors. The use of oil or other materials, for dust control, which may cause tracking will not be permitted.
- 13. EXCAVATION AND CONSTRUCTION MATERIALS All excavated material and all construction materials in prosecution of the work shall be deposited so as not to endanger the work, create unnecessary annoyance to the public, or interfere with natural drainage courses. During the course of the work, all material piles shall be kept trimmed up and maintained in a neat, workmanlike manner. All material piles shall be kept a reasonable distance away from roadways so as not to cause a hazard and block the motorists view.
- 14. PROTECTION OF TREES, SHRUBS, AND OTHER ITEMS TO REMAIN Special care shall be taken by the Contractor to avoid unnecessary damage to trees or shrubs and their root systems or any other items shown to remain. Should the Contractor do unnecessary damage to any item shown to remain, the item shall be repaired or replaced at the contractors expense. Should unnecessary damage be caused to items to remain and is determined not repairable, the Contractor shall compensate the owner for the loss if any.
- 15. UNACCEPTABLE EXCAVATED TRENCH MATERIAL Any excavated trench material which is determined unacceptable for backfill shall be removed from the area and wasted at a location acquired by the Contractor and approved by the Resident Engineer. Acceptable backfill material shall be acquired by the Contractor at a location approved by the Resident Engineer. The disposition and handling of unacceptable material and the acquisition and handling of acceptable material shall be at the Contractors expense.
- 16. BLASTING ROCK No blasting of rock shall be performed without specific permission of the Resident Engineer. Blasts shall be properly covered and all utilities and structures in the area shall be properly protected. Warning shall be given to all persons in the area who could be affected by the blasting. Blasting shall be at the risk of the Contractor who shall be liable for all damages to persons or property caused by the blasting. All blasting shall be performed in accordance with all regulations of the Kentucky Department of Mines and

Minerals and all other governing agencies having jurisdiction. The Kentucky Department of Mines and Minerals, area emergency response agencies, utility companies with utilities in the area shall be notified of the blasting sufficiently in advance.

- 17. ABANDONED VALVES The valve boxes shall be removed from all abandoned valves prior to final roadway paving. This shall be done to the satisfaction of the Engineer. Paving over a valve box without removing same will not be acceptable. No separate payment will be made for removal of valve boxes but shall be considered incidental to water line construction.
- 18. SALVAGED AND STOCKPILED ITEMS The Contractor shall salvage all items in a workmanlike manner. Any item damaged by the Contractor thru negligence shall be replaced with new items at the contractors expense. All salvaged items to be stockpiled and picked up by NKWD, shall be stored in a safe place until pickup. The Contractor is to notify NKWD at 859-578-9898 when salvaged items are available for pickup.
- 14. CONSTRUCTION PROCEDURE The successful contractor to prepare construction procedure with respect to the installation of water utilities. The Sequence and Procedure of Water Utilities Construction shall be approved by the Northern Kentucky Water District's Engineering Department prior to the beginning of the water utilities relocations.

# Section III MATERIAL SPECIFICATIONS

- CONCRETE All concrete shall be Class A in accordance with KYDOH Standard Specs. for Road and Bridge Construction current edition and shall be placed in accordance with same unless otherwise noted. The concrete shall be placed to the dimensions as required in the plans or specifications. Reinforcing steel shall be placed in the concrete as required in the plans or specifications.
- 2. CONCRETE REINFORCING STEEL All reinforcing steel shall be Grade 40. The size, location, placement, and quantity shall be as required in the plans or specifications.
- 3. WATER MAIN
  - A. <u>DUCTILE IRON PIPE</u>. Ductile iron pipe shall meet the requirements of ANSI A21.51 (AWWA C151)
    - 1. <u>Material.</u> The chemical constituents shall meet the physical property recommendations of ASTM A536 to ensure that the iron is suitable for satisfactory drilling and cutting.
    - 2. <u>Minimum Thickness</u>. Unless otherwise shown on the plans, the minimum thickness of the barrel of the pipe shall be Class 52. All pipe shall be clearly marked as to class by the manufacturer.
    - 3. <u>Coating and Lining.</u> The pipe shall be coated outside with a bituminous coating in accordance with ANSI A 21.51 (AWWA C151) and lined inside with cement mortar and seal coated in accordance with ANSI A21.4 (AWWA- C104).
    - 4. <u>Fittings & Glands.</u> Fittings and glands shall be ductile iron as specified in Section 3A, "Ductile Iron Fittings".
    - 5. <u>Polyethylene Encasement.</u> Ductile Iron Pipe shall be encased with Polyethylene film conforming to ANSI A21.5 (AWWA C105)

# B. **<u>PIPE JOINTS</u>**

- 1. <u>Push on and Mechanical.</u> Push-on and mechanical joints including accessories shall conform to ANSI A21.11 (AWWA-C111). Bolts shall be high strength COR-10 tee head with hex nuts. The maximum deflection at push-on joints and/or mechanical joints shall be 5 degrees or as recommended by the Manufacturer.
- 2. <u>Flanged</u>. Flanged joints shall meet the requirements of ANSI A21.15 (AWWA C115) or ANSI B16.1
  - a. <u>Gaskets</u>. All flanged joints shall be furnished with 1/16 inch thick full face red rubber.
  - b. <u>Bolts.</u> Bolts shall have American Standard heavy unfinished hexagonal head and nut dimensions all a specified in ANSI B18.2. For bolts of 1-3/4 inches in diameter and larger, bolt studs with a nut on each end are recommended. Material for bolts and nuts shall conform to ASTM A307, Grade B.

3. <u>Restrained.</u> - If restrained joint system is required on the plans, all pipes, bends, tees, etc. shall be restrained push-on joint pipe and fittings utilizing ductile iron components. Restrained joint pipe shall be ductile iron manufactured in accordance with the requirements of ANSI/AWWA C151/A21.51. Push-on joints for pipe shall be in accordance with ANSI/AWWA C111/A21.11 "Rubber-Gasket Joints for Ductile-Iron Pipe and Fittings." Pipe thickness shall be designed in accordance with ANSI/AWWA C150/A21.50 "Thickness Design of Ductile-Iron Pressure Pipe," and shall be based on laving conditions and internal pressures as stated in the project plans and specifications. All restrained joint pipe and fittings shall be boltless, flexible and capable of deflection after installation. Restrained joint pipe and fittings shall be U.S. Pipe's TR FLEX restrained joint system, American's Flex-Ring or pre-approved equal. Restraint of field cut pipe shall be provided with U.S. Pipe's TR FLEX GRIPPER® Ring, TR FLEX Pipe field weldments or pre-approved equal. Method of restraining and laying schedule shall be approved by the District prior to the start of the project. Manufacturer installation instructions shall be followed. Restrained joints shall be capable of withstanding a maximum joint pressure of 250 psi. unless otherwise noted. Mechanical joints with retainer gland and Field Lok® gaskets (or approved equals) are not acceptable unless otherwise specified (note: exception for valves and Special Restrained Joint).

<u>Exception to Restraint Specifications</u>: Valves shall be restrained using mechanical joint restraint devices consisting of multiple gripping wedges incorporated into a follower gland compatible with all mechanical joints or MJ Field Lok conforming to the requirements of ANSI/AWWA C111/A21.11. Gland body, wedges and wedge actuating components shall be cast from 65-45-12 ductile iron and shall have a working pressure of 250 psi. Megalug Series 1100, MJ Field Lok® or approved equal.

Exception for Special Restrained Joints: When called out in bid items, special restrained joint pipe gaskets shall develop a wedging action between pairs of highstrength stainless steel stainless steel elements spaced around the gasket (Field Lok®, Fast-Grip® or approved equal gaskets). The bend shall be restrained using mechanical joint restraint devices consisting of multiple gripping wedges incorporated into a follower gland compatible with all mechanical joints (Megalug Series 1100®, MJ Field Lok® or approved equal). Restrained push-on joints shall conform to ANSI A21.11 (AWWA C111).

a. <u>Bell and Spigot</u> Bell and spigot joints shall conform to ANSI A21.6.

# 4. **<u>FITTINGS</u>**

- A. <u>DUCTILE IRON FITTINGS.</u> Ductile Iron Compact Fittings and accessories shall conform to AWWA C153 and Full Body Fittings - and accessories to AWWA C110. Bolts and nuts shall be high strength, corrosion resistant alloy, such as "Cor-Ten" or approved equal.
  - 1. <u>Working Pressures</u>. All fittings and accessories shall be Ductile Iron, rated for a minimum of 200 psi working pressure or as specified herein. The fittings and accessories shall be new and unused. (NOTE: Certain areas of the District's

service area require materials used, to be of a higher working pressure than 200 psi.)

- 2. <u>Coating and Lining</u>. The fittings shall be coated outside with a bituminous coating in accordance with ANSI A21.10 (AWWA C110) and lined inside with cement mortar and seal coated in accordance with ANSI A21.4 (AWWA C104).
- 3. <u>Fittings and Glands.</u> All pipe fittings shall be mechanical joint fittings. Mechanical joints shall conform to AWWA C111.
- 4. <u>Polyethylene Encasement.</u> Ductile Iron Fittings shall be encased with polyethylene film conforming to ANSI A21.5 (AWWA C105)

## B. JOINTS

- 1. <u>Mechanical</u>. Mechanical joints including accessories shall conform to ANSI A21.11 (AWWA C111). Glands shall be ductile iron. Bolts shall be high strength COR-10 tee head with hex nuts.
- 2. <u>Flanged</u>. Flanged joints shall meet the requirements of ANSI A21.15 (AWWA C115) OR ANSI B16.1 and be used with the express approval of the Engineer.
  - a. <u>Gaskets.</u> All flanged joints shall be furnished with 1/16 inch thick full face red rubber.
  - <u>Bolts.</u> Bolts shall be stainless steel and have American Standard heavy unfinished hexagonal head and nut dimensions all a specified in ANSI B18.2. For bolts of 1-3/4 inches in diameter and larger, bolt studs with a nut on each end are recommended. Material for bolts and nuts shall conform to ASTM A307, Grade B.
- 3. <u>Restrained.</u> If restrained joints is shown on the plans, all pipe, bends, valves, etc. shall be restrained.
  - a. <u>Bell and Spigot</u>. Bell and spigot joints shall conform to ANSI A21.6.

#### 5. **POLYETHYLENE WRAP**

All ductile iron pipe, fittings, valves, and fire hydrant leads shall be polyethylene wrapped, installed according to the current edition of AWWA C105. Ductile iron fittings, valves, and fire hydrant leads used in the installation of P.V.C. pipe shall be included.

- A. <u>Material.</u> Polyethylene wrap shall be a minimum of 8-mil thickness low-density film or 4-mil thickness high-density cross-laminated polyethylene tube per AWWA C105. Polyethylene tube shall be blue in color.
- B. <u>Installation</u>. The contractor shall cut the roll in tubes 2 feet longer than a standard length of pipe. Each tube shall be slipped over the length of pipe, centering to allow a 1' overlap on each adjacent pipe section. After the lap is made, slack in the tubing shall be taken up for a snug fit and the overlay shall be secured with polyethylene tape.

Pipe shall not be wrapped and stored on site for any period of time, but wrapped and immediately placed in the trench, fittings shall be wrapped prior to installing blocking or pads. (see Standard Drawing #104) Polyvinyl chloride pipe requires no wrap. Odd shaped appurtenances such as valves, tees, fittings, and other ferrous metal pipeline appurtenances shall be wrapped by using a flat sheet of polyethylene. Wrapping shall be done by placing the sheet under the appliances and bringing the edges together, folding twice, and taping down.

#### 6. FIRE HYDRANTS

- A. <u>DESCRIPTION</u>. The Contractor shall provide all labor, materials, tools, and equipment required to furnish and install in good workmanlike manner all fire hydrants complete and ready for service where shown on the plans or where directed by the Engineer and as specified herein.
- B. <u>FIRE HYDRANTS.</u> Fire hydrants shall conform to AWWA C502. Hydrants shall conform to the standards of the Northern Kentucky Water District as SHOWN on the plans. All fire hydrants shall have auxiliary valves for isolating water flow to the hydrant. All fire hydrants and auxiliary valves shall be positively locked to the water main by restrained joints, hydrant adapters, or other approved method.

Hydrants shall be designed to 200 psi working pressure and shall be shop tested to 300 psi hydrostatic pressure with the main valve both open and closed. The barrel shall have a breakable safety section and/or base bolts just above the ground line. Hydrants shall have a main valve opening of 5 1/4 inches, a 6 inch mechanical joint inlet to be suitable for setting in a trench 1,000 mm (3' 6") deep minimum, and shall be the traffic style hydrant so that the main valve remains closed when the barrel is broken off. Hydrants shall have a dry top and shall be self draining, when the main valve is closed. Self draining hydrants shall drain to dry wells provided exclusively for that purpose. Hydrant drains shall not be connected to storm or sanitary sewers. Hydrants located generally in the Covington System and other areas determined by the Engineer (flood zones) shall have all drain holes plugged prior to installation. Hydrants shall be rotatable in a minimum of eight (8) position in 360 degrees. All hydrants shall have two (2)- two and one half (2 1/2) inch hose nozzles and one (1) steamer or pumper connection threaded to conform to Northern Kentucky Water District Standards: steamer nozzle shall be National Standard Thread and 2 1/2" outlets shall be Northern Kentucky Water District Standard Thread (Old Cincinnati Thread). The operating nut and the nuts of the nozzle caps shall be square in shape, measuring one (1) inch from side to side. Hydrant body shall be painted yellow for areas designed for 150 psi working pressure and red for areas in excess of 150 psi. Hydrants used in areas in excess of 150 psi working pressure shall be designed to operate at the higher pressures and shall have independent operating valves on each 2 1/2" outlet.

All hydrants shall be right hand open, clockwise, except in certain areas of Campbell Co. as specified in Standard Drawings and shall have a direction arrow of operation cast into the dome of the hydrant. Installation per Standard Drawing #109.

C. <u>INSTALLATION</u>. The installation of fire hydrants shall be in conformance with "Mains Installation" section, paragraph "Setting Hydrants".

D. <u>Polyethylene Encasement</u> Fire hydrant tee, anchoring pipe and part of the fire hydrant shoe shall be encased with Polyethylene film conforming to ANSI A21.5 (AWWA C105). .(See Standard Drawing #109)

# 7. VALVES

- A. <u>DESCRIPTION</u>. The Contractor shall provide all labor, materials, tools, and equipment required to furnish and install in good workmanlike manner all valves and accessories complete and ready for service where shown on the plans or where directed by the Engineer and as specified herein.
- B. <u>GATE VALVES</u>. Gate valves shall conform to AWWA C509 and shall be cast iron or ductile body, resilient wedge, non-rising stem with rubber "O" ring packing seals. All external dome and packing bolts shall be stainless steel. The valves shall open by turning counter-clockwise. All valves shall have openings through the body of the same circular area as that of the pipe to which they are attached. Valves shall have mechanical joint ends unless otherwise shown on the plans or directed by the District. All valves shall be designed for a working pressure of 250 pounds per square inch (PSI) unless otherwise noted on the plans or in the "Supplemental Specifications". An extension stem shall be furnished if required, to bring the operating nut within 3-1/2 feet of finished grade. Extension stems shall be securely fastened to the valve stem. The Contractor shall make all valves tight under their working pressures after they have been placed and before the main is placed in operation.
- C. <u>TAPPING SLEEVES AND VALVES.</u> Tapping sleeves and valves shall be designed for a working pressure of 250 psi. The tapping sleeve together with the tapping valve shall be tested at 250 psi for visible leakage and pressure drop before the main is tapped. Tapping sleeve and valve used in high pressure areas shall be tested at 350 psi.
  - 1. <u>Tapping Sleeves</u> Tapping sleeves shall be two piece with mechanical joint type ends, and be so designed as to assure uniform gasket pressure and permit centering of the sleeve on the pipe.
  - <u>Tapping Valves</u> Tapping valves shall have a flange on one end for bolting to the tapping sleeve and a mechanical joint type end connection on the outlet with slotted standard flange or other adapters for connection to the tapping machine. All external dome, flange and packing bolts shall be stainless steel. The valves shall open by turning counterclockwise. Tapping valves shall conform to AWWA C509.
- D. <u>VALVE BOXES</u> All valves shall be provided with valve boxes. Valve boxes shall be of standard, adjustable, heavy duty cast iron extension type, two piece, 5 1/4 inch shaft, screw type, and of such length as necessary to extend from valve to finished grade, Tyler #562-S, Tyler #564-S or approved equal. Valve box cover shall be stamped "Water". Tops shall be set at final established grade.
- E. <u>BUTTERFLY VALVES.</u> Unless otherwise specified valves 16 inches and larger shall be butterfly valves rated at 250 psi working pressure and conform to the applicable portions of AWWA Standard C504, latest edition.
  - 1. <u>Body</u> The valves shall be AWWA Class 250B designed for tight shut-off against a differential pressure of 250 psi. Valve bodies shall be constructed of ductile iron.

Two trunnions for shaft bearing shall be integral with the valve body. The valves and appurtenances shall be suitable for buried service.

- 2. <u>Ends</u> Valves shall have mechanical joint ends and shall be furnished with high strength COR-10 tee head with hex nuts, ductile iron glands, and rubber gaskets for each mechanical joint end.
- 3. <u>Discs</u> Valve discs of cast steel, fabricated steel, or cast bronze are not acceptable.
- 4. <u>Seats</u> Seats bonded on the discs are not acceptable.
- Shaft Seals If stuffing boxes are utilized for shaft seals they shall be constructed of cast iron, ASTM A126. Gland assemblies shall be of cast bronze, ASTM B132. The packing gland shall be housed in a solid walled cast iron, ASTM A48, Class 40 one piece structure or equal.
- 6. <u>Operators</u> The valve operating mechanism shall be for counterclockwise opening. There shall be no external moving parts on valve or operator except the operator input shaft. Input shaft is to be operated by a 2 inch square operating nut. Maximum required input force on the operator shaft to open and close the valve shall be 40 pounds. The total number of turns applied to the operating nut required to completely open the valve from a completely closed position shall not be less than twice the normal valve diameter. An extension stem shall be furnished to bring the operating nut within 3 1/2 feet of the finished grade. Extension stems shall be securely fastened to the valve stem.
- E. <u>VALVE BOXES</u> All valves shall be provided with valve boxes. Valve boxes shall be of standard, adjustable, heavy duty cast iron extension type, two piece, 5 1/4 inch shaft, screw type, and of such length as necessary to extend from valve to finished grade, Tyler #562-S, Tyler #564-S or approved equal. Valve box cover shall be stamped "Water". Tops shall be set at final established grade.
- F. <u>AIR RELEASE AND VACUUM VALVES.</u> Air release valves shall be constructed at high points in the water line as indicated on the plans. These valves shall permit the air in the pipeline to escape as the pipe line fills and allows the air to re-enter as the line empties. These valves shall be APCO Air Release Valves Model #200-A, 250 psi working pressure, 1", cast iron body and cover. 16" and larger water mains shall be a 2" air release valve and curb stop. Refer to Standard Drawing #106 for reference.

#### 8. STEEL CASING PIPE

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

Nominal		Nominal	
Diameter Casing	Normal Wall	Diameter Casing	Normal Wall
Pipe	Thickness	Pipe	<u>Thickness</u>
Under 350 mm (14")	0.251"	650 mm (26")	0.438"
350 & 400 mm(14"&16")	0.282"	700 & 750 mm(28"&30")	0.469"
450 mm (18")	0.313"	800 mm (32")	0.501"
500 mm (20")	0.344"	850 & 900 mm(34"&36")	0.532"
550 mm (22")	0.375"	950 – 1050mm(38,40&42	")0.563"

600 mm (24") 0.407" | 1200 mm (48")

0.626"

The inside diameter of the casing pipe shall be at least 100 mm (4") greater than the outside diameter of the carrier pipe joints. Steel casing sections shall be connected by welding, conforming to AWWA C206.

Adequate pipe spacers shall be installed to ensure that the carrier pipe is adequately supported in the center of the casing pipe throughout it's length, particularly at the ends. There shall not be any metallic contact between the casing and carrier pipe. Casing shall be backfilled with pea gravel or sand after the carrier pipe is installed to prevent pipe movement. Casings shall have both ends sealed up in such a way as to prevent the entrance of foreign material. See Standard Drawing #104 for installation details.

- MATERIAL APPROVAL Material certification and test samples shall be provided by the Contractor, at the contractors expense, as required by Northern Kentucky Water District and the Kentucky Department of Highways. No material shall be used until approved. All rejected material be removed from the project and approved material acquired by the Contractor at the Contractor's expense.
- 10. **PAVING MATERIALS FOR REPLACEMENT IN KIND** All materials for replacement in kind of streets, sidewalks, curbs, walls etc. shall meet the requirements of the applicable sections of KYDOH Standard Specifications For Road And Bridge Construction.
- 11. **FLOWABLE FILL** This material shall meet the requirements of SPECIAL NOTE 7X of the Kentucky Department of Highways' Standard Specifications for Road and Bridge Construction.

# Section IV CONSTRUCTION

A. <u>GENERAL</u> Installation of water mains and appurtenances shall conform to the latest edition of AWWA Standard C600 for D.I.P.

Water main pipe and fittings shall be laid on a good level foundation with no gaps or humps under the pipe or fittings. Excavation shall be done by hand at joints to prevent the pipe and fittings from being supported by the mechanical joint or slip joint bell. Pipe shall be laid with the bell ends facing in the direction of laying.

The interior of the pipe shall be thoroughly cleaned of foreign matter before being lowered into the trench and shall be kept clean during laying operations. ALL OPEN ENDS ARE TO BE CLOSED WITH CAPS OR PLUGS AT ALL TIMES WHEN PIPE LAYING OPERATIONS ARE NOT IN OPERATION AND AT THE END OF THE DAY. All caps or plugs shall be properly installed and blocked in advance of filling, flushing, and testing mains. All securing and blocking shall be inspected by the Engineer prior to backfilling of ditch.

- B. <u>HANDLING</u>. Pipe, fittings, valves, hydrants and accessories shall be loaded and unloaded by lifting with hoists or skidding so as to avoid damage. Under no circumstances shall such materials be dropped. Pipe handled on skidways shall not be skidded or rolled against other pipe. Pipe hooks that extend inside the ends of the pipe shall not be used for handling the pipe since they could damage the lining. Under no circumstances shall such materials be dropped. The interior of all pipe, fittings and other accessories shall be kept free from dirt and foreign material at all times. When handling P.V.C. pipe care should be taken to avoid abrasion damage, gouging of the pipe, rocks, and any stressing of the bell joints or damage of the bevel ends.
- C. <u>TREE REMOVAL.</u> Stumps of trees designated for removal 12" in diameter and smaller shall be physically removed. Any stump larger than 12" shall be ground down to 6" below final grade level.
- D. <u>DEWATERING.</u> Should water be encountered, the Contractor shall furnish and operate suitable pumping equipment of such capacity adequate to dewater the trench. The trench shall be sufficiently dewatered so that the laying and joining of the pipe is made in the dry. The Contractor shall convey all trench water to a natural drainage channel or storm sewer without causing any property damage.
- E. <u>CONSTRUCTION EQUIPMENT</u>. Where mains are located in or adjacent to pavements, all backfilling and material handling equipment shall have rubber tires. Crawler equipment shall be permitted when there is no danger of damaging pavement.
- F. <u>TRENCH SUPPORT.</u> Supporting open cuts for mains shall be the responsibility of the Contractor where trenching may cause unnecessary damage to street pavement, trees, structures, poles, utilities, or other private or public property. During the progress of the work, whenever and wherever it is necessary, the Contractor shall, at his expense, support the sides of the excavation by adequate and suitable sheeting, shoring, bracing, or other approved means. Such trench support material and equipment shall remain in place until backfilling operations have progressed to the point where the supports may be withdrawn without endangering property.

- G. <u>NOISE DUST AND ODOR CONTROL</u>. The Contractor's construction activities shall be conducted so as to eliminate all unnecessary noise, dust and odors.
- H. <u>DISINFECTION AND LEAKAGE TESTING.</u> See Section "Disinfection and Leakage Testing."
- I. TRENCH EXCAVATION AND BOTTOM PREPARATION.
  - <u>General</u>. The Contractor shall perform all excavation of every description and of whatever substances encountered to the depths indicated on the drawings or as otherwise specified. During excavation material suitable for backfilling shall be piled in an orderly manner a sufficient distance form the banks of the trench to avoid overloading and to prevent slides or cave-ins. All excavated materials not required or suitable for backfill shall be removed and wasted at a site acquired by the Contractor and approved by the Engineer. Topsoil shall be stripped from the excavation area before excavation begins.

Such grading shall be done as may be required to prevent surface water from flowing into trenches or other excavations, and any water accumulating therein shall be removed by pumping or other approved methods. The trench shall be sufficiently dewatered so that the laying and joining of pipe is made in the dry. The Contractor shall take whatever action necessary to insure that water pumped from the trench will not damage private property. If necessary the Contractor shall haul trench water to another suitable location for disposal.

Such sheeting and shoring shall be furnished and installed by the Contractor, at his own expense, as may be necessary for the protection of the work, protection of other utilities, protection of structures, the safety of the personnel, and the safety of the public. All shoring shall be removed when the work is completed unless directed otherwise by the Engineer. The Contractor shall also furnish whatever barricades or fencing necessary to provide for the safety of pedestrians in excavation areas and for traffic control as discussed in other sections. All open trenches shall be adequately covered, barricaded and/or backfilled during non-working hours in order to adequately protect vehicular and pedestrian traffic.

The Contractor shall excavate whatever material encountered. Trenches shall be excavated to the widths shown in the table headed "Trench Width" or as otherwise indicated in the plans, and the banks shall be as nearly vertical as practicable. The bottom of the trenches shall be accurately graded to provide uniform bearing and support for each section of the pipe or conduit on undisturbed soil at every point along its entire length, except for bell holes and for the proper sealing of the pipe joints. Bell holes and depressions in order that the pipe rest upon the prepared bottom for as nearly its full length as practicable, shall be only of such length, depth, and width as required for properly making the particular type of joint. Additional depth shall be excavated in rock as described elsewhere herein.

Except in cases where the elevations of the water lines are indicated on the plans, trenches for water line shall be of a depth that will provide a minimum cover over the top of the pipe of 36 inches from the indicated finished grade, and avoid interference of the water lines with other existing or proposed utilities. Where the note occurs, "Slope to Drain", the Contractor shall manage to keep a positive slope in that direction in order that

air may travel to the air vent. Where paved surfaces are to be disturbed by an open cut, the Contractor shall provide suitable machinery to cut the edges of the pavement in a smooth straight line.

- 2. <u>Rock</u> The word "rock" wherever used as the name of an excavated material, shall mean boulders and solid masonry larger than 1/2 cubic yard in volume, or solid ledge rock and masonry which, in the opinion of the Engineer, requires for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power operated hand tool. Any material which can be excavated using a hand pick and shovel, power operated excavator, power operated backhoe or power operated shovel shall not be defined as rock.
- 3. <u>Blasting Rock.</u> No blasting of rock shall be done within 40 feet of pipes or structures without specific permission from the Engineer. Blasts shall be properly covered and the pipe or structure properly protected. Warnings shall be given to all persons in the immediate vicinity. Blasting shall be at the risk of the Contractor who shall be liable for all damages to persons or property. Necessary permits shall be secured and paid for by the Contractor.
- 4. <u>Trench Width</u>. Widths of trenches shall be held to a minimum to accommodate the pipe and appurtenances. The trench width shall be measured at the top of the pipe barrel and shall conform to the following limits:

<u>Earth</u>

a. Minimum - outside diameter of the pipe barrel plus 8 inches, 4 inches each side of pipe.

Maximum - nominal pipe diameter plus 24 inches.

<u>Rock</u>

Minimum – 24" or less, nominal pipe size: outside diameter of pipe barrel plus 12", @ 6" each side.

Minimum - Larger than 24", nominal pipe size: outside diameter of pipe barrel plus 18", @ 9" each side.

Maximum - nominal pipe diameter plus 24".

- b. <u>Butterfly Valves.</u> Trench width shall be over excavated 24" on the side that the operating mechanism is located on the butterfly valve when the surrounding area cannot be hand dug.
- c. <u>Structures.</u> The minimum excavation limits for structures shall be as indicated. In rock, the excavation limits shall not exceed 12 inches from the outside wall and 6 inches below the footer.
- 5. <u>Excessive Trench Width.</u> If, for any reason the trench width exceeds the maximum trench width defined in paragraph "Trench Width", the Contractor, subject to approval of the Engineer, shall provide compacted stone bedding, additional strength pipe or concrete encasement, at the contractor expense.
- 6. <u>Bottom Preparation</u> The Contractor shall use excavation equipment that produces an even foundation. For the entire length of the trench, a compacted layer of sand or bankrun bedding material shall be installed below the pipe. Bell holes and depressions

for joints, valves, and fittings shall be dug after the trench bedding has been graded in order that the pipe rest upon the prepared bedding for as nearly its full length as practicable. Bell holes and depressions shall be only of such length, depth, and width as required for properly making the particular type of joint.

- a. <u>Earth</u>. The trench shall be excavated to the depth required, so as to provide a uniform and continuous bearing and support for the pipe barrel. A minimum of 3" sand shall be installed on the solid and undisturbed ground. The finished trench bottom shall be accurately prepared by means of hand tools.
- b. <u>Rock.</u> Where excavation is made in rock or boulder, the trench shall be excavated 6 inches below the pipe barrel for pipe 24 inches in diameter or less, and inches for pipe larger than 24 inches in diameter. All loose material shall be removed from the trench bottom. After preparation of the trench bottom, a pipe bed shall be prepared using sand and thoroughly compacted. The bedding material shall be spread the full width of the trench bottom.
- 7. <u>Water Main Depth.</u> Mains 12" and less in size shall be not less than 36" in depth and no more than 48" in depth, unless otherwise specified. Mains larger than 12" shall be installed as shown on the plans.
- 8. <u>Excessive Trench Depth.</u> If, for any reason, the trench depth exceeds the trench depth shown on the Plans, the Contractor is responsible for any and all additional cost incurred for the excessive depth.
- <u>Foundation.</u> The mains are to be built on a good foundation. If, in the Engineer's opinion, the material forming the trench bottom is not suitable for a good foundation, a further depth shall be excavated and the same filled with suitable material. Unauthorized excavation below the trench bottom shall be filled with compacted crushed stone at the Contractor expense.
- J. <u>PIPE, VALVE AND HYDRANT INSTALLATION</u> The provisions of AWWA C600 shall apply in addition to the following:
  - 1. Pipe shall not be laid in water or when trench or weather conditions are unsuitable for the work except when permitted by the Engineer. Unless otherwise indicated in the plans or in Section I, Bid Item Explanations, the material shall be new and unused. The interior of the pipe shall be thoroughly cleaned of foreign matter before being lowered into the trench and shall be kept clean during laying operations by plugging or other approved methods. Pipe shall be laid with bell ends facing in the direction of laying, unless otherwise directed by the Engineer. After placing a length of pipe in the trench, the spigot end shall be centered in the bell of the pipe and forced home. All pipe shall be laid with ends abutting and true to line and grade. Deflection of pipe joints in excess of the manufacturer's recommendations will not be permitted. A watertight pipe plug or bulkhead shall be provided and used to prevent the entrance of foreign material whenever pipe laying operations are not in progress. Any pipe that has the grade or joint disturbed after laying shall be taken up and relayed. Any section of pipe found to be defective before of after laying shall be removed and replaced at the Contractor's expense.
  - 2. <u>Pipe Cutting</u>. The cutting of pipe for installing valves, fittings, or hydrants shall be done in a neat and workmanlike manner without damage to the pipe or lining. The end shall be

smooth and at right angles to the axis of the pipe. Flame cutting of metal pipe by means of an oxyacetylene torch shall not be permitted. All pipe cutting shall be at the Contractor's expense.

- 3. <u>Push-On Joints.</u> The surfaces with which the rubber gaskets comes in contact shall be thoroughly cleaned just prior to assembly. The gasket shall then be inserted into the groove in the bell. Before starting joint assembly, a liberal coating of special lubricant shall be applied to the spigot end. (Special lubricant shall be suitable for use in potable water) With the spigot end centered in the bell, the spigot end is pushed home.
- 4. <u>Mechanical Joints.</u> Mechanical joints require that the spigot be centrally located in the bell. The surfaces with which the rubber gasket comes in contact shall be thoroughly cleaned just prior to assembly. The clean surfaces shall be brushed with a special lubricant just prior to slipping the gasket over the spigot end and into the bell. (Special lubricant shall be suitable for use in potable water) The lubricant shall also be brushed over the gasket prior to installation to remove the loose dirt and lubricate the gasket as it is forced into its retaining space. <u>P.V.C. pipe spigot ends shall be field cut smooth and at right angles to the axis of the pipe for installation in mechanical joint fittings.</u>
  - 1. <u>Bolt Torque</u> The normal range of bolt torque to be applied to standard cast iron bolts in a joint are:

Range of Torque <u>Size in foot-pounds</u> 5/8" 40 - 60 3/4" 60 - 90 1" 70 - 100 1-1/4" 90 - 120

- 5. <u>Restrained Joints</u>
  - a. <u>Ball and Socket.</u> Ball and Socket joints shall be assembled and installed according to the manufacturers recommendations. The joint shall be thoroughly cleaned and lubricated. Check the retainer ring fastener. After installation, all slack shall be taken out of the pipe joint.
  - b. <u>Push-On.</u> Assemble and install the push-on joint according to the manufacturer's recommendations. Restrained joint-type pipe and fittings shall only be used as approval by the Engineer. Retaining glands, field lock gaskets, or retaining flanges shall not be considered as providing a restrained joint. The joint shall be thoroughly cleaned and lubricated. Check the retainer ring fastener. After installation, all slack shall be taken out of the pipe joint.
- 6. Setting Valves. Valves shall be set on a firm solid concrete block foundation so that no load will be transferred to the connecting pipe. Valves in water mains shall, where possible, be located on the street property lines extended, unless otherwise shown on the plans. A valve box shall be provided for every valve. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the operating nut of the valve. The box cover shall be set flush with the surface of the finished pavement unless otherwise shown. All valves boxes with the exception of isolating valves for fire hydrants that are located in non-paved areas shall have a minimum of 2'x2'x4" concrete pad as shown in Standard Drawing No. 105.

- 7. <u>Setting Hydrants.</u> Hydrants shall be located as shown on the plans or as directed by the Engineer. The location shall provide complete accessibility and minimize the possibility of damage from vehicles or injury to pedestrians. All hydrants shall stand plumb with the pumper nozzle facing the curb. Hydrant shall be set to the established grade, with the traffic flange within 100 mm (4") above final grade in accordance to Standard Drawing No. 109. Each hydrant shall be controlled by an independent gate valve with valve box. All valves used for hydrant control shall be anchored to the branch tee.
- 8. <u>Thrust Blocking.</u> All bends over five (5) degrees, plugs, caps, and tees shall be securely blocked against movement with concrete thrust blocks placed against undisturbed earth in accordance with Standard Drawing No. 104. Thrust blocks shall be approved by the Engineer prior to backfilling. Water mains shall have concrete thrust block at all pipe intersections and changes of direction to resist forces acting on the pipeline. All concrete thrust blocks shall be poured in such a manner that the bolts can be replaced without disturbing the blocking.

All caps or plugs used in mains to undergo hydrostatic test shall be properly installed and blocked in advance of testing mains. All caps or plug installations shall be approved by the Engineer's representative before the main is subjected to the pressure test.

- a. <u>Concrete Blocking</u>. Concrete blocking shall be K.D.O.T. Class A concrete as specified in Section "Concrete". Blocking shall be placed between undisturbed ground and the fitting to be anchored. The area of bearing on the fitting and on the ground in each instance shall be that shown herein. The blocking shall, unless otherwise shown, be so placed that the pipe and fitting joints will be accessible for repair.
- b. <u>Tie Rods.</u> If shown or specified, movement shall be prevented by attaching suitable metal rods, clamps or restrained fittings. Steel tie rods or clamps, where permitted, shall be of adequate strength to prevent movement. Steel tie rods or clamps shall be painted with three coats of an approved bituminous paint or coal tar enamel. A minimum of 3/4" welded eye bolts @ a 90 degree bend and 3/4" threaded rods may only be used with the approval of the Engineer for temporary restraint only. <u>Duc-Lucs are prohibited for use.</u>
- c. <u>Restrained Fittings.</u> Restrained fittings, where permitted, shall be subject to the approval of the Engineer.

#### K. TRENCH BACKFILL

All trench backfill shall be free from cinders, refuse, organic material, boulders, rocks or other material which in the opinion of the Engineer is unsuitable. No backfill shall be made with frozen material.

- 1. BACKFILL
  - a. <u>Trench Bottom Preparation.</u> The pipe shall be bedded on sand to achieve full pipe barrel support. In any event not less than 3" of sand bedding shall be used.
  - b. <u>Backfill to 12" Over Pipe Barrel.</u> All trench excavations shall be backfilled immediately after pipe is laid with the exception of thrust blocks. Compacted sand shall be used to backfill the trench from the bottom of the pipe barrel to the 12" over the pipe barrel. No

flushing of backfill shall be permitted to achieve compaction. Clay bulkheads shall be installed as specified under Bulkheads Section.

- c. <u>Remaining Trench Backfill.</u> From 12" above the pipe barrel to the surface, excavated trench material or flowable fill may be used as backfill material. No material shall be used for backfill that contains frozen earth, vegetation or organic material, debris, rocks <u>8</u>" or larger measured in any direction, or earth with an exceptionally high void content.
- d. <u>Compaction.</u> All backfill shall be placed in uniform loose layers, not to exceed 12" layers, and each layer shall be compacted to a density not less than 95 percent of the standard Proctor maximum dry density (ASTM D698). The backfill shall be compacted in such a manner and with appropriate equipment so that there is no pipe damage, pipe misalignment or damage to joints. No flushing of backfill shall be permitted to achieve compaction.
- e. <u>Bulkheads.</u> When a granular bedding is provided in rock or when granular backfill is used, the Contractor shall place bulkheads of clay soil across the trench at 100' intervals to resist the movement of groundwater through the granular material. Such bulkheads shall be carefully compacted and shall extend approximately 3 feet in a direction parallel to the pipe and shall extend from the bottom of the trench to a point 4" below final grade level.
- f. <u>Flowable Fill as Backfill</u> As required by the Engineer, flowable fill shall be per Special Note 7X of the Ky. Department of Highways Standard Specifications for Road and Bridge Construction.
- g. <u>Surface Conditions.</u> The trench surface shall be periodically attended to during the course of the contract. The trench surface shall be maintained in a safe condition and shall not interfere with natural drainage.
- L. <u>INSTALLATION OF PIPE BY BORING OR JACKING</u>. At certain locations where designated on the plans, the Contractor will be required to install pipe under paved areas or other obstacles by boring a hole large enough to pull the pipe through without obstructing the designated area, or by jacking, whichever is the most feasible.
- M. <u>WATER METERS</u> Water Meters shall be installed at locations shown on the plans. The meter shall be constructed as shown on Standard Drawings contained herein or in the plans.
- N. <u>CONNECTIONS (TIE-INS) TO EXISTING WATER LINES</u> All connections to existing water lines shall be made at location shown on the plans. Care shall be taken in each case that none of the sterilizing water may enter the system during the sterilizing operation. Each connection shall be preceded with a one inch corporation stop and drain to allow bleeding of the water line of air and sterilizing water. This corporation stop shall be furnished and installed at the Contractor's expense. All sections of pipe and appurtenances to be used for tie-ins and not sterilized, shall be thoroughly cleaned by scrubbing with a chlorine solution prior to installation. All tie-ins of mains shall be done with transitional or straight solid sleeves. Mains shall be flushed of sterilizing water before tie-ins to existing mains are made.
- O. <u>INSTALLATION OF SERVICE LINES</u> Service line shall be installed as shown on the plans or as directed. The Contractor shall excavate whatever material encountered. The service

lines shall be installed using boring and jacking or open cut (as specified on the plans) at the depth required to clear existing and proposed sewers, but in no case shall the line be installed with less than 36" cover from final grade. The trench width shall be as excavated to a maximum of 2'. The line shall be laid on firm soil. In rock, sufficient extra depth shall be excavated and refilled with acceptable compacted soil or bedding sand to provide a cushion for the elimination of the possibility of crushing or perforating the pipe. Connections shall be made using normal practices for water line installation and in accordance with the standards in the plans or contained herein. Backfill shall meet the same requirements as that described in PIPE TRENCH BACKFILL.

P. <u>TEMPORARY SERVICE CONNECTIONS</u> Contractor shall furnish, install, make connections, and maintain all temporary lines and other appurtenances necessary to run temporary service connections as needed to permit construction. All temporary service pipes crossing streets, commercial driveways, and/or wheelchair ramps must be buried to prevent a traffic/pedestrian hazard.

The pipe, hoses and other materials furnished by the Contractor for use as temporary service pipe, shall be clean, water-tight and fully adequate to withstand existing pressures and all other conditions of use. Care shall be exercised throughout the installation of all temporary pipe and service fittings to avoid any possible contamination of any mains or house services or contamination of the temporary pipe proper. Contractor must disinfect all temporary line. All temporary lines must be flushed before being hooked to service line.

The Contractor shall be responsible for the regularly testing and recording the chlorine level of the temporary lines. If low levels are encountered, the Contractor shall be responsible for flushing the line to get levels into standard. The Contractor shall perform all connecting and disconnecting of temporary bypass to consumers' services and all back clearing of service lines.

The Contractor shall maintain the temporary water service line in safe and operative condition at all times. Any temporary bypass lines or services crossing a sidewalk or driveway shall be temporarily covered with a rubber ramp provided by the Contractor or bituminous cold patch, compacted by a roller or a mechanical compaction device, provided by the Contractor. Ramping method must be approved by the District prior to use. The Contractor shall be responsible for the maintenance of the temporary ramping method and any damage as a result there-of.

## Q. APPLICABLE SPECIFICATIONS & STANDARDS

The following specifications and standards form a part of these Specification:

- A. American Water Works Association (AWWA) Standards
- B. Northern Kentucky Water District Standards Drawing & Specifications
- C. <u>"Manual of Accident Prevention in Construction"</u> published by the **Associated General** contractors of America
- D. Kentucky Occupational Safety and Health Administration's <u>"Kentucky</u> Occupational Safety and Health Standards for General Industry" current edition.
- E. American National Standards Institute (ANSI)
- F. American Society for Testing & Materials (ASTM)
- G. Kentucky Division of Water Quality
- H. "Recommended Standards for Water Works" current edition

# Section V DISINFECTION AND LEAKAGE TEST

- A. <u>SCOPE</u>. This section covers the disinfection of the new water mains, fittings, temporary services and associated appurtenances. The Contractor shall provide all labor, materials, tools, equipment, and incidentals required to test the mains for watertightness and disinfect the mains as directed by the District and as specified herein. Gauges for the test shall be furnished by the Contractor.
- B. <u>TEST SECTION.</u> After the main has been installed and backfilled all newly installed pipe or any valved section thereof shall be considered a test section.
- C. <u>WITNESS.</u> All tests performed for each test section shall be witnessed and approved by the District before acceptance. In the event the Contractor performs any test without witness by the District, the Contractor will be required to test the section again in conformance with this specification at no cost to the District.
- D. <u>GENERAL</u>. All disinfection work shall conform to the requirements of the latest revision of ANSI/AWWA C651 and the requirements of the Kentucky Division of Water. If any State requirements conflict with the provisions of this section, the State requirements shall govern.

Water required for flushing and disinfection work will be provided as stipulated in the temporary facilities.

When it is necessary to interrupt service to water customers, each customer affected shall be notified in advance of the proposed service interruption and its probable duration in accordance with the project requirements.

E. <u>DISINFECTION PROCEDURE</u>. During construction or after the installation of the pipe and fittings is complete, an approved disinfection method, according to governing standards, shall be used. The disinfection solution shall be allowed to stand in the main and associated appurtenances for a period of at least twenty-four (24) hours.

During disinfection, all valves, hydrants, and service line connections shall be operated to ensure that all appurtenances are disinfected. Valves shall be manipulated in such a manner that the strong disinfection solution in the main from flowing back into the supply line. Check valves shall be used if required.

All non-disinfected fittings used for tie-ins or repairs shall be cleaned and swabbed with a liquid sodium hypochlorite disinfecting solution prior to installation.

F. <u>FINAL FLUSHING</u>. Upon completion of chlorination but before sampling and bacteriological testing, Contractor shall remove all heavily chlorinated water from the main and temporary services by flushing with potable water at the maximum velocity which can be developed under the direction and control of the District.

The Contractor shall properly neutralize and dispose of the chlorinated water and flushing water in accordance with all applicable regulations. Contractor shall obtain all special waste disposal permits necessary.

G. <u>DISPOSAL OF HEAVILY CHLORINATED WATER</u>. Contractor shall apply a dechlorinating agent to the water to be wasted to neutralize thoroughly the chlorine residual remaining in the water. (See the following table for neutralizing chemicals.) Federal, state, and local regulatory agencies should be contacted to determine special provisions for disposal of heavily chlorinated water.

Chlorine residual of water being disposed of shall be de-chlorinated by treating with one of the chemicals listed in the following table:

Residual Chlorine Concentration <i>mg/</i> L	Sulfur Dioxide (SO2)	Sodium Bisulfate (NaHSO3)	Sodium Sulfite (Na2SO3)	Sodium Thiosulfate (Na2S2O3@5H2O)
1	0.8	1.2	1.4	1.2
2	1.7	2.5	2.9	2.4
10	8.3	12.5	14.6	12.0
50	41.7	62.6	73.0	60.0

Pounds of Chemicals Required to De-chlorinate Various Residual Chlorine
Concentrations in 100,000 Gallons of Water*

\* Except for residual chlorine concentration, all amounts are in pounds.

The Contractor shall provide all necessary materials, equipment and labor for applying the de-chlorinating chemical in a manner such that proper mixing and contact time of the chemical and the heavily chlorinated water is obtained for complete removal of chlorine being flushed. The Contractor shall periodically test the flush water to verify that the chlorine residual is zero.

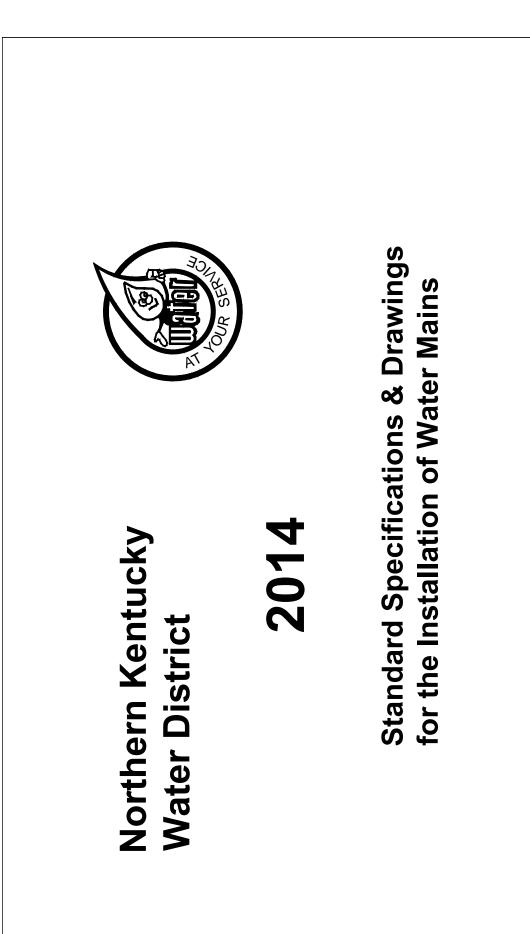
- H. CHLORINE RESIDUAL TESTS. Upon completion of final flushing, the District will perform chlorine residual tests to ensure the chlorine residual in the main and temporary services is not higher than that generally prevailing in the remainder of the water distribution system and is acceptable to the District.
- I. <u>BACTERIOLOGICAL TESTS</u>. Sampling and testing of water in the main and temporary services will be performed by the District after final flushing. A standard plate count will be made by the District for each sample.
- J. <u>REDISINFECTION</u>. Should the bacteriological tests indicate the presence of coliform organisms at any sampling point, the main and temporary services shall be re-flushed, re-sampled, and re-tested. If check samples show the presence of coliform organisms, the main and temporary services shall be re-chlorinated at no additional cost to the District until results acceptable to the District are obtained.

Re-disinfection shall be completed by the continuous feed or by the slug method. Unless otherwise permitted, the chlorination agent shall be injected into the main and temporary services at the supply end through a corporation cock installed in the top of the pipe. All materials, equipment and labor necessary for the re-disinfection shall be supplied by Contractor at no additional cost to the District.

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

# Section VI VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL

- 1. REFERENCE MATERIALS Traffic shall be maintained in accordance with the "Manual on Uniform Traffic Control" published by the Federal Highway Administration, current edition of Kentucky Department of Highways Standard Specifications for Road & Bridge Construction and current KYDOH Standard Drawings.
- 2. PEDESTRIAN TRAFFIC Should the Contractor be required to remove sidewalk or any other pavement used by pedestrians, the Contractor shall construct an approved, safe, alternate route with acceptable paving materials. Approval for alternate routes and temporary paving materials shall be acquired form the Engineer. The Contractor shall also construct temporary barricades and fences as required. No extra payment will be made for construction of temporary pedestrian walkways, fences or barricades required for water line construction, but shall be considered incidental to water line construction.
- 3. VEHICULAR TRAFFIC Vehicular traffic shall be maintained as required by the referenced materials listed above. The cost of all temporary paving materials for pavement restoration due to water line construction shall be considered incidental to the contract. The cost for all traffic control materials including signs, barricades, etc. shall be considered incidental to the contract. The Contractor shall be required to keep the construction area safe at all times and check that traffic control devices are in place. Should temporary paving materials used for water line construction fail to perform satisfactorily, the Contractor shall repair same at his own expense.



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	WATER MANS ON PRIVATE PROPERTY Water mains installed on private property which are going to be markarised by the Vater Datiric, shall have a twenty (20) food wate according and the water main cannot be automation to be District feavoring more than one property convert, hydraulic benefits, etc.) A four (4) food area over the water mains. Outside and on the water main shall be provided for all easement area. For areas that are on mecoded subdivision plat, the following base shown on this plat are subject to the DECLARATION OF MAXEER WATER FACILITY FASEMENT AREEMENT as set for the grant of easement from:         WINTER MAINE Set The following statement may be used in lieu of the grant of easement forms:       Vurter Main Easement(s) as shown on this plat are subject to the DECLARATION OF MAXEEMENT as set form in the sate of the under the grant of easement forms:         County Cerk's records at the grant of easement rarge is the food of the grant of easement forms:       Karting Section (Section 1)         County Cerk's records at the plat are subject to the DECLARATION of MAXEEMENT as set form in the sate of the under the sate of the control of the grant of easement form:       Karting Section 1)         County Cerk's records at the plat area of the under the sate of the under the sate of the control of the grant of easement food.       County Cerk's records at the sate of the control of the twenty (20) food area on the sate of the control of the theory (20) food area on the sate of the control of the theory (20) food area on the sate of the control of the theory (20) food area on the sate of the control of the theory (20) food area as the control of the control of the theory (20) food area on the control of the theory of the control of the theory (20) food area on the control of the control to the theory (20) food area on the conter the sate of	

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PARALLEL INSTALLATION OF WATER AND SEWER LINES A 10 <sup>°</sup> minimum lateral separation between water mains and sewers (defined as any sanitary/combined sewer, septic tank or subsoil treatment system) and sewer manholes, measured from the outside diameter to outside, must be maintained. When a 10 <sup>°</sup> separation is not practical then a variance may be obtained from DOW to maintain an 18 <sup>°</sup> vertical and 18 <sup>°</sup> lateral separation. No variances will be permitted for force mains.	recommended by the Northern Kentucky Area Pranning Commission and the local the department. Fire hydrants shall be located on or as close to side property lot lines as possible. Fire hydrants installed as part of a water main replacement project are to be replaced in approximately the same location as the existing one. Additional hydrants may be added when they are required for air release or flushing purposes as determined by the District.	FIRE HYDRANTS Fire hydrants shall be connected only to water mains adequately sized to carry fire flows and in no case to lines smaller than six (6) inch. Fire hydrant spacing shall be as	<u>VALVES</u> Sufficient valves as determined by the District shall be provided on water mais so inconvenience and public health hazards are minimized during repairs, and their location shall be approved by the District. All valves shall be operated by or under the direction of <u>District</u> <u>personnel</u> <u>only</u> . Valves shall be installed at each end of cross-country water mains, and at separation of no greater than 1000 feet in urban residential areas; 500 feet in commercial areas; 1 mile in rural areas with few residents.	<u>HIGH PRESSURE AREAS</u> Additional requirements may be necessary for high-pressure areas (125 psi static pressure or higher) as determined by the District.	two (2) hours plus consumption at the maximum daily rate. A minimum of 30 psi must be available on the discharge side of all meters. All water mains, including those not designed to provide fire protection, shall be sized after a hydraulic analysis based on flow demands and pressure requirements. If the water system cannot support the installation of fire hydrants, anchoring tees and valves shall be installed to allow for future fire hydrant installation when adequate water is available. If the water system extension is part of a subdivision development, the developer will be responsible for installing the anchoring tees and valves as described above and providing the District with a fire hydrant for each tee and valve installed as part of the subdivision. These fire hydrants will be installed by the District after water main improvements are made in the area which support the installation of fire hydrants.	MINIMUM WATER FLOW REQUIREMENTS. The water main extension at the most remote location shall be able to provide a minimum fire flow of 250 gpm for the installation of fire hydrants and the water system supporting this flow has the capability of providing this flow for a period of not less than	MULTIPLE WATER MAIN FEEDS A minimum of two supply sources shall be required for subdivisions of one hundred (100) customers or more, more than one street, and/or there is potential development area that exceeds the number of customers or streets previously mentioned.	Cul-de-sacs streets of less than 300 feet long may be considered for the installation of a 4" D.I. looped water main for the elimination of the dead end. A fire hydrant shall be installed at the intersection of the cross street and a valve installed between the two tees for the 4" line.	hydrant. Flushing device should be sized to flow a velocity of at least 2.5 feet per second in the water main being flushed. No flushing device shall be directly connected to any sewer.	The District reserves the right to require certain dead ends to be connected even though they meet the above conditions. No services shall be permitted to be tapped on cross-country water mains. All dead end lines must be provided with a property sized blow-off assembly. flush hydrant or fire
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		District. No service installation will be scheduled until the water main is approved and turned on.	indebtedness is paid in full. APPLICATION FOR SERVICE Application for water service will only be accepted after the water main bacteria samples are shown to be negative following disinfection and the main is placed in-service by the	Then be billed by the District at a rate or time and material plus overnead or at the rate or actual cost plus overhead when done by an available contractor hired by the District. Payment is required within 30 days of invoice date. Non-payment of invoice after 45 days by the Developer creates an indebtedness to the Water District, which violates Water District's Tariff. This indebtedness to the Water District will result in no future water being provided to the Developer on all existing and future water main projects and/or phases until all	MAINTENANCE PERIOD The Developer shall be responsible for the maintenance of the installed water mains and appurtenances to District Standards for a period of not less than one (1) year from the date the water main is placed in service by the District. Approximately ten (10) months after the main is placed in service, an inspection will be conducted by the District to ensure that the water main and appurtenances were installed and maintained to District standards. If the 10-month inspection reveals that the installation does not meet District standards, the developer will be notified in writing to correct all discrepancies and/or problems within 60 days after notification. If the problems are not corrected within the 60-day period, the District shall make the corrections at the expense of the Developer. The Developer shall	crossings. <u>SAFETY</u> The "Manual of Accident Prevention In Construction" published by the Associated General Contractors of America, O.S.H.A Regulations and other state and local safety regulations shall be followed.	measured from top of bank to top of bank. The encasement shall be per Standard Drawing No. 110. Valves shall be installed on each side of the water crossing in areas not subject to flooding when the crossing water courses greater than 15 feet in width (bank). Permanent taps shall be installed on each side of the system side valve for leakage and sampling purposes. The Developer will be responsible for meeting the requirements of 401 KAR 4:050 and KRS 151.250 for sub-fluvial pipe line	WATER CROSSINGS Surface water crossings, both over and under water, present special problems which should be discussed with the District before improvement plans are prepared. Over water crossings, the pipe shall be adequately supported, protected from damage, freezing, and accessible for repair or replacement. The pipe shall be of special construction having factible, watertight joints. Valves shall be provided at both ends of water crossings so that the section can be isolated for test or repair. Where the water main is constructed under a blue line stream, the pipe shall be protected with concrete encasement. This encasement shall extend a distance equal to the width of the channel	PARALLEL INSTALLATION WITH OTHER UNDERGROUND UTILITIES- Water mains should maintain a minimum lateral separation of 3 feet from all other underground utilities whenever possible, with the exception of sewers as stated elsewhere in these specifications.	CROSSING OF WATER AND SEWER LINES Waterlines crossing under or over sewers lines (defined as any sanitary/combined sewer, septic tank or subsoil treatment system) must maintain a minimum vertical clearance of 18" and one full length of pipe shall be located so both joints are as far from the sewer as possible. Special Structural support for the water and sewer pipes may be required.
		P.V.C. Pipe Shipping, Handling & Storage - The front end of all pipe delivered by truck shall be covered for protection against exhaust fumes. P.V.C. pipe shall be protected from exposure to sunlight according to manufacturer's recommendations. Pipe will not be accepted for installation if discoloration is evident due to sunlight or other exposure. Pipe shall be stored in such a manner to prevent beaming the pipe.	Beveled spigot ends must have a minimum bevel of 8 degrees to a maximum bevel of 15 degrees. The vertical face of the spigot end may not exceed 75% of pipe wall thickness and the horizontal length of the bevel shall not exceed 1.25 inches. Field beveled spigot end shall be made per manufacturers recommendation and as approved by the District. The degree of bevel shall be approved for the type of pipe being installed.	over 450 linear feet of main, or when the pipe is installed around a cul-de-sac or a dead-end street with no possible extension of the street as approved by the District. Transition between D.I.P. and P.V.C. pipe shall be made with some type of ductile iron fitting.	P.V.C. pipe shall be permitted for use in residential subdivisions and along city and county roads as approved by the District. Pipe size shall be limited to 6, 8° & 12°. P.V.C. pipe shall not be installed in high pressure areas where the static system pressures exceeds 125 psi or other system conditions exist which increase pressures over 125 psi as determined by the District. P.V.C. pipe cannot be used for cross country lines, along state highways, water crossings, or installed within 200 feet radius of oil or gasoline lines, underground storage tanks, petroleum storage tanks or pumping stations.	Polyvinyl Chloride Pipe (P.V.C.) - D.R. 18, P.V.C. pipe shall conform to the latest edition of AWWA C900, must be NSF approved and manufactured in accordance with ASTM standards. pipe shall be clearly marked as to class by the manufacturer. The outside diameter shall be equivalent to D.I.P. Pipe shall have gasket bell end type joints furnished complete with gaskets meeting the latest edition of ASTM F477. Solvent weld joints are prohibited.	Under no conditions shall pipe line deflection measured between joints exceed the manufacturer's published recommended standard for that type of pipe. The maximum deflection at push-on joints and/or mechanical joints shall be 5 degrees or as recommended by Manufacturer. All D.I.P. shall be blue polyethylene wrapped.	-	T	

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er · · · · · · · · · · · · · · · · · · ·		<ul> <li>Idecutativ Oriented Polywin/ Chloride Pressure Pipe (P.V.C.O.)</li> <li>ViCCO, pipe shall conform to the lasts defined of AWMA Costo, must be NSF approved and nanufacturer. The outside daneter shall be equivalent to D.I.P. Pipe shall have gasket bell end types provins turnished complex with gaskets meeting the latest defined of ASTM US13. Solvent weld joins are prokhibited. PV.C.O. type installations.</li> <li>Polysethylene Pipe - Class 200, S.D.R. 9, 200 psi, ASTM D-2737, P.E. pipe shall have gasket bell end types and the second of ASTM US13. Solvent weld joins are prokhibited.</li> <li>Polyse shall be binnied to Z.P. P.E. pipe shall be homogeneous throughout and free of visible cracks, locely in industors or other defects. It shall be uniform in color, opacity, density and other physical properties. Solvent weld joints are prohibited.</li> <li>P.E. pipe shall be binnied to Z.P. P.E. pipe shall to be installed in high pressure areas where the sature or a source to the system pressures over 125 ps a determined by the District P.E. pipe shall be near discuss the sature to a source to a source to the system conditions exist which increase pressures over 125 ps a determined by the District P.E. pipe shall be near and the uniform in color, opacity, density and other anors, or nearly with District P.E. pipe will 'snake' itself in the transformation of the pipe sectors are writh the sectors and the specification of the pipe rest is the simulation. Normally P.E. pipe will 'snake' itself in the transformation of the pipe every 5. Maximum arranging with shall be followith optical approved by the District for a solut be added to complex solutions. Shall be installed with copper tracing with class internded for ture extension. shall conform to a source of as specified herein. The fittings and accessories shall be mean and approved by the District is pipe shall be mechanical joint tings, kneckaria allow, such as a proved by the pipe stall be complex with specific particles. Solvent weing and appet with electrical</li></ul>	
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	The following fire hydrants are approved for installation in the District's system: Mueller, Waterous, U.S. Pipe, M & H, Kennedy and American Darling. PRESSURE REDUCING VALVES Pressure reducing valves will be installed by the District in regular 2" and smaller meter settings when the static system pressure is at or above 125 psi for new and old services when deemed necessary by the District. Pressure reducing valves are only installed to protect the meter. The District will not be liable for any damage due to pressure conditions caused by or arising out of the failure or defective condition of such pressure regulator or for damage that may occur through the installation, maintenance, or use of such equipment.	All hydrants shall be right hand open, clockwise, except in areas of Campbell County (Ft. Thomas, Alexandria, Cold Springs, Melbourne, Highland Heights, Wilder, Southgate & county areas) as determined by the District, and shall have a direction arrow of operation cast into the dome of the hydrant. Installation per Standard Drawing 109.	Hydrant drains shall not be connected to storm or sanitary sewers. Hydrants located generally in the Covington System and other areas determined by the District (flood zones) shall have all drain holes plugged prior to installation. Hydrants shall be rotatable in a minimum of eight (8) position in 360 degrees. All hydrants shall have two (2) - two and one half (2 1/2) inch hose nozzles and one (1) steamer or pumper connection threaded to conform to Northem Ky. Water District's Standards: steamer nozzle shall be National Standard Thread and 2 1/2' outlets shall be Old Cincinnati Thread. The operating nut and the nuts of the nozzle caps shall be square in shape, measuring one (1) inch from side to side. Hydrant body shall be	The barrel shall have a breakable safety section and/or base bolts just above the ground line. Hydrants shall have a main valve opening of 5 1/4 inches, a 6 inch mechanical joint inlet to be suitable for setting in a trench 3'6" deep minimum, and shall be the traffic style hydrant so that the main valve remains closed when the barrel is broken off. Hydrants shall have a dry top and shall be self draining, when the main valve is closed. Self draining hydrants shall drain to dry wells provided exclusively for that purpose.	FIRE HYDRANTS All fire hydrants shall have auxiliary valves for isolating water flow to the hydrant. All fire hydrants and auxiliary valves shall be positively locked to the water main by restrained joints. hydrant adapters, or other approved method. Hydrants shall be designed to 200 psi working pressure and shall be shop tested to 300 psi hydrostatic pressure with the main valve both open and closed. High pressure fire hydrants will be required when pressures exceed 150 psi.	<u>VALVE BOXES</u> All valves shall be provided with valve boxes. Valve boxes shall be of standard, adjustable, heavy duty cast iron extension type, two piece, 5 1/4 incb shaft, screw type, and of such length as necessary to extend from valve to finished grade, Tyler #562-S, Tyler #564-S or approved equal. Valve box cover shall be stamped "Vdter". Tops shall be set at final established grade, if valve boxes are not of sufficient height to bring the top of the box to final grade, a section of 6" ductile iron pipe for pavement areas and 6" PVC for non-pavement areas may be used to extend the valve box to final grade with prior approval from the District. The length of pipe shall permit the valve box to be adjusted up and down. All valves will be installed with a box-lok type valve box centering ring or approved equal.	D. VALVE STEM EXTENSIONS. A valve stem extension shall be installed by the contractor to bring the operating nut within 2 1/2 to 3 1/2 ft. of final grade. Extension stems will be supplied by the Water District if the extension is justified. The contractor shall measure the needed length and provide a minimum of 48 hours notice for receipt of stem extension.	
	with some type of ductile iron fitting. Repairs to or section replacement of D.I.P. shall not be made with some type of ductile iron fitting. Repairs to or section replacement of D.I.P. shall not be made using P.V.C. materials. Pipe shall be laid with the bell ends facing in the direction of laying.			24" 0.407"   48" 0.626" The inside diameter of the casing pipe shall be at least four (4) inches greater than the outside diameter of the carrier pipe joints. Steel casing sections shall be connected by welding, conforming to AWWA C206. All carrier pipe placed in steel casing pipe shall be minimum class 50 ductile iron pipe and conform to the latest edition of AWWA C151. Carrier pipe gaskets shall develop a wedging	r Casing Normal Wall   Diameter Casing Thickness   Pipe 4" 0.251"   28" & 30" 0.313"   32" 0.344"   34" & 36" 0.375"   38", 40", & 42"	at certain poin Temporary tap valves, where with a screene camlock-type o STEEL CASIN with a minimur Nominal	2.07 AIR RELEASE VALVES AND/OR TAPS Air release valves shall be installed in the high points of the water mains where hydrants are not installed and as required by the District and in accordance with Standard Drawing No. 106. 8" and smaller water mains, tap size and piping shall be 3/4", 12" water main-1". & 16" and larger water main-2". Temporary taps of suitable size may be required	
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	<ul> <li>The infarior of the pipe shalt be throughly cleaned of foreign matter before being lowered into the trend and shalt be kept dean during lowing operations. ALL OPEN ENDS ARE TO BE CLOSED WITH CAPS OR PLUGS TALL TIMES WHEN PIPE LAYING OPERATIONS ARE NOT NO PERATION AND AT THE ERD OF THE DAY. All securing and blocking shall be properly installed and blocked in advance of filing, flagsing and testing mains. All securing and blocking shall be inspected by the District prior to back flag of dtch.</li> <li>CONTRACTORS RESPONSIBILITY All work performed on any water mains and/or appurenances that are owned or antiopated to be owned by the District shall be completed under the direction of the District adhering to an acceptable plan approved by the District shall be completed under the direction of the District adhering construction. Water main work. One set of District approved plans shall be orn deviation from the approved plans without written approval from the District inspected by the District associates and all provals are received. The shall be no deviation from the approved plans without written approval from the District and the direction of the District associates with inclusions and or approved plans shall be orn to be interval and industrial customers shall be provide such shutdwin and notify District austomers at the direction of the District and the direction of the District and the distribution is a substation to shall be provide such shutdwin and notify District austomers at the direction of the District and the distribution of service. All shutdwins all be provide such shutdwin and notify District austomers at the direction of the District and the approved plans when any special needs.</li> <li>B. Contractor shall be reported shok or disease and nucleade by lifting which is required in the standed for lending the pipe, involve, and annus taxe equal to any special needs of the pipe. All USEs and the pipe traded on stall be proved in a stall be to the start or anage of the pipe. All USEs and the p</li></ul>	
	3.05 3.06 3.09	
	<ul> <li>The Contractor shall establish all locations, lines, and grades in advance of all work where practical in advance of the times and paces in which the Contractor vitered s to work (minimum advance shall be one working day, 24 hours).</li> <li>TIERCH EXCANTION <ul> <li>TIERCH MUDTI</li> <li>Winnum - unside dimeter of the pipe barrel plus 8 linches, 4 inches each side of pipe.</li> <li>Minimum - unside dimeter plus 24 inches.</li> <li>Minimum - Laget than 24, "nominal pipe size: outside diameter of pipe barrel plus 12 inches, @ 6 inches each wide.</li> <li>Minimum - Laget than 24, "nominal pipe size: outside diameter of pipe barrel plus 12 inches, @ 6 inches each wide.</li> <li>Minimum - Laget than 24, "nominal pipe size: outside diameter of pipe barrel plus 12 inches, @ 6 inches each wide.</li> <li>Minimum - Laget than 24, "nominal pipe size: outside diameter of pipe barrel plus 18 inches, @ 7 inches each side.</li> <li>Minimum - Laget than 24, "nominal pipe size: outside diameter of pipe barrel plus 18 inches, @ 7 inches each side.</li> <li>Minimum - Laget than 24, "nominal pipe size: outside diameter of pipe barrel plus 18 inches, @ 7 inches each side.</li> <li>Minimum - Laget than 24, "nominal pipe size: outside diameter of pipe barrel plus 18 inches, @ 7 inches each side.</li> <li>Minimum - Laget than 24, "nominal pipe size: outside diameter of pipe barrel plus 18 inches, @ 7 inches each side.</li> <li>Minimum - Laget than 24, "nominal pipe size: outside diameter of pipe barrel plus 18 inches, @ 7 inches each side.</li> <li>Minimum - Laget than 24, "nominal pipe size: outside diameter of pipe barrel plus 18 inches, @ 7 inches each side.</li> <li>Minimum - Setting diameter plus 24 inches.</li> <li>BOTTOM PREPARATION The Contractor shall use excavation equipment that produces an even foundation. For the entitle length of the trench, a compared 3 'layer of sand, shall be low of a minimum of pipe. Ball holes head the pipe rest plus 16 inches acting and the pipe rest plus and the present of a nowidate sat</li></ul></li></ul>	
-	Image: Standard New York     APPROVED     N. KY. WATER DISTRICT     REVISION     BY DATE       Image: Standard New York       Image: Standard New York     Image: Standard New York     Image: Standard New York     Image: Standard New York     Image: Standard New York       Image: Standard New York     Image: Standard New York     Image: Standard New York     Image: Standard New York       Image: Standard New York     Image: Standard New York     Image: Standard New York     Image: Standard New York       Image: Standard New York     Image: Standard New York     Image: Standard New York     Image: Standard New York       Image: Standard New York     Image: Standard New York     Image: Standard New York     Image: Standard New York       Image: Standard New York     Image: Standard New York     Image: Standard New York     Image: Standard New York       Image: Standard New York     Image: Standard New York     Image: Standard New York     Image: Standard New York       Image: Standard New York     Image: Standard New York     Image: Standard New York     Image: Standard New York       Image: Standard New York     Image: Standard New York     Image: Standard New York     Image: Standard New York       Image: Standard New York     Image: Standard New York     Image: Standard New York     Image: Standard	

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	the curb. Hydrant shall be set to the established grade, with the traffic flange within 4" above final grade in accordance to Standard Drawing No. 109. Each hydrant shall be controlled by an independent gate valve with valve box. All valves used for hydrant control shall be anchored to the branch tee. Fire hydrant barrel extension shall be limited to a one piece assembly only, stacking two or more extensions is prohibited. Maximum fire hydrant barrel extension is 2 feet.	by 4" concrete pad as shown in Standard Drawing No. 105, unless a smaller pad is approved by the District. 3.15 <u>SETTING FIRE HYDRANTS</u> Hydrants shall be located as shown on the plans or as directed by the District. The location shall provide complete accessibility and minimize the possibility of damage from vehicles or injury to pedestrians. All hydrants shall stand plumb with the pumper nozzle facing	3.14 <u>SETTING VALVES</u> Valves shall be set on a firm solid concrete block foundation so that no load will be transferred to the connecting pipe. Valves in water mains shall, where possible, be located on the side property lines extended, unless otherwise shown on the plans. A valve box shall be provided for every valve. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the operating nut of the valve. The box cover shall be surface of the finished pavement unless otherwise shown. All valves boxes with the exception of isolating valves for fire hydrants that are located in non-paved areas shall have a minimum 2' by 2'	3.13 <u>RESTRAINED JOINTS</u> Restrained joint-type pipe and fittings shall only be used as approval by the District. Retaining glands, field lock gaskets, or retaining flanges maybe used as temporary blocking but shall not be considered as providing a permanent restraining joints need to be approved for permanent concrete blocking. The use of these type of restraining joints need to be approved by the District prior to installation.	careruly located in the bell. I he surfaces with which ther fubber gasket comes in contact shall be thoroughly cleaned just prior to assembly. These clean surfaces shall be brushed with a special lubricant just prior to slipping the gasket over the spigot end and into the bell. (Special lubricant shall be suitable for use in potable water). The lubricant shall also be brushed on each gasket prior to installation to remove the loose dirt and lubricate the gasket as it is force into its retaining space. P.V.C. type pipe spigot ends shall be field cut smooth and at right angles to the axis of the pipe for installation in mechanical joint fittings. Care shall be taken to ensure that the P.V.C. plain end is completely home into the mechanical joint fitting.	3.11 <u>PUSH-ON JOINTS</u> The surfaces with which the rubber gasket comes in contact shall be thoroughly defaned just prior to assembly. The gasket shall then be inserted into the growe in the bell. Before starting joint assembly, a liberal coating of special lubricant, per manufacturers recommendation, shall be applied to the spigot end. (Special lubricant shall be suitable for use in potable water) With the spigot end centered in the bell, the spigot is pushed home per manufacturers recommendations. Insertion of spigot into PVC type pipe bell should be inserted until the reference mark is flush with the end of the bell. Over insertion of the pipe is not recommended per the manufacturer. Pipe joint materials which prevent permeation by petroleum products shall be used within 200 foot radius of oil or gasoline lines, underground storage tanks, petroleum storage tanks or pumping stations. 3.12 MECHANICAL JOINTS_Mechanical joints for D.I.P. and P.V.C. type pipe require that the spigot be
	-	he 3.21 ne 1	3.20	d. 	nall 3.18	5. 5. 3.17 51. 3.17
	requirements. The contractor small be responsible or de-chiofination of the distinection water. All non-disinfected fittings used for tite-ins or repairs shall be cleaned and swabbed with a hypochlorite disinfecting solution prior to installation. New water distribution lines shall not be placed into service untill bacteriological samples taken at the points specified in 401 KAR 8:150 Section 4 (2) are examined and are shown to be negative following disinfection. Disposal of chlorinated water will be in accordance with 401 KARS5:031. Coliform samples must be taken at connection points to existing mains, 1 mile intervals along new mains, and at all dead ends.	DISINFECTION Water Mains designed to carry water for domestic consumption shall be thoroughly cleaned, flushed, and disinfected before being put in service and before acceptance by the District. Disinfection shall be done by the addition of suitable amounts of chlorine or liquid sodium hypochlorite in such amounts to produce a concentration of at least fifty (50) ppm and a residual of at least twenty five (25) ppm at the end of 24 hours and followed by thorough flushing. The application shall be as approved by the District and in accordance with AWWA C651 and applicable Ky. Division of Water	REMAINING TRENCH BACKFILL IN EXISTING PUBLIC ROADWAYS Roadway opening permits shall be obtained from the local City, County or Ky. State Dept. of Highways if applicable. The minimum requirements for backfill beneath all existing public roadways from 12" above the pipe barrel to sub-grade shall be flowable fill unless City, County, or State have additional requirements. The flowable fill shall comply with the latest edition of the Kentucky Transportation Cabinet/ Department of Highways "Standard Specifications for Road and Bridge Construction". The remaining trench backfill to final grade shall match the existing pavement/surface conditions.	G TRENCH BACKFILL IN NON-PAVEMENT AREAS see, excavated trench material may be used as backfil rorities. No material shall be used for backfill that con terial, debris, rocks 8" or larger measured in any direc ontent. Compaction of remaining trench backfill shall	TRENCH BACKFILL TO 12" OVER PIPE BARREL All trench excavations shall be backfilled immediately after pipe is laid with the exception of thrust blocks. Compacted sand material shall be used to backfill the trench from the bottom of the pipe barrel to the 12" over the pipe barrel. Backfill material shall be free from cinders, refuse, organic material, boulders, top soil, frozen material, material with a high void content, rocks 1 1/2" or larger measured in any direction, sharp stones and crushed rocks larger than 3/4", or other materials which in the opinion of the District is unsuitable. No flushing of backfill shall be permitted to achieve compaction.	THRUST BLOCKING All bends over five (5) degrees shall be accordance with Standard Drawing with concrete thrust blocks placed against undisturbed earth in accordance with Standard Drawing No. 104 & 104-A. Thrust blocks shall be approved by the District prior to backfilling. Water mains shall have concrete thrust block at all pipe intersections and changes of direction to tresist forces acting on the pipeline. All concrete thrust blocks shall be poured in such a manner that the bolts can be replaced without disturbing the blocking. All caps or plugs used in mains to undergo hydrostatic test shall be properly installed and blocked in advance of testing mains. All caps or plug installations shall be approved by the District representative before the main is subjected to the pressure test. The District may permit the use of restrained type glands, gaskets, 3/4" welded eye bolts @ a 90 degree bend & 3/4" threaded rods or other means as prior approved by the District for temporary restraint only. Permanent concrete thrust restraint shall be provided with any temporary restraint. <u>Duc-Lucs are prohibited for use.</u>
	on to the distinction water. An and swabbed with a hypochlorite es shall not be placed into service (AR 8:150 Section 4 (2) are sposal of chlorinated water will be in n at connection points to existing	c consumption shall be thoroughly before acceptance by the District. thorine or liquid sodium hypochlorite pm and a residual of at least twenty shing. The application shall be as t applicable Ky. Division of Water	VAYS Roadway opening permits Highways if applicable. The ways from 12" above the pipe ate have additional requirements. Y Transportation Cabinet/ Y Transportation Cabinet/ rirdge Construction". The remaining rface conditions.	From 12" above the pipe barrel I material or as required by local or tains frozen earth, vegetable or tion, or earth with an exceptionally be as required by local or county	vations shall be backfilled ompacted sand material shall be 12" over the pipe barrel. Backfill rs, top soil, frozen material, n any direction, sharp stones and n on of the District is unsuitable.	rely blocked against movement crordance with Standard Drawing rior to backfilling. Water mains les of direction to resist forces such a manner that the bolts used in mains to undergo of testing mains. All caps or plug of testing mains. All caps or plug the main is subjected to the lands, gaskets, 3/4" welded eye prior approved by the District for be provided with any temporary
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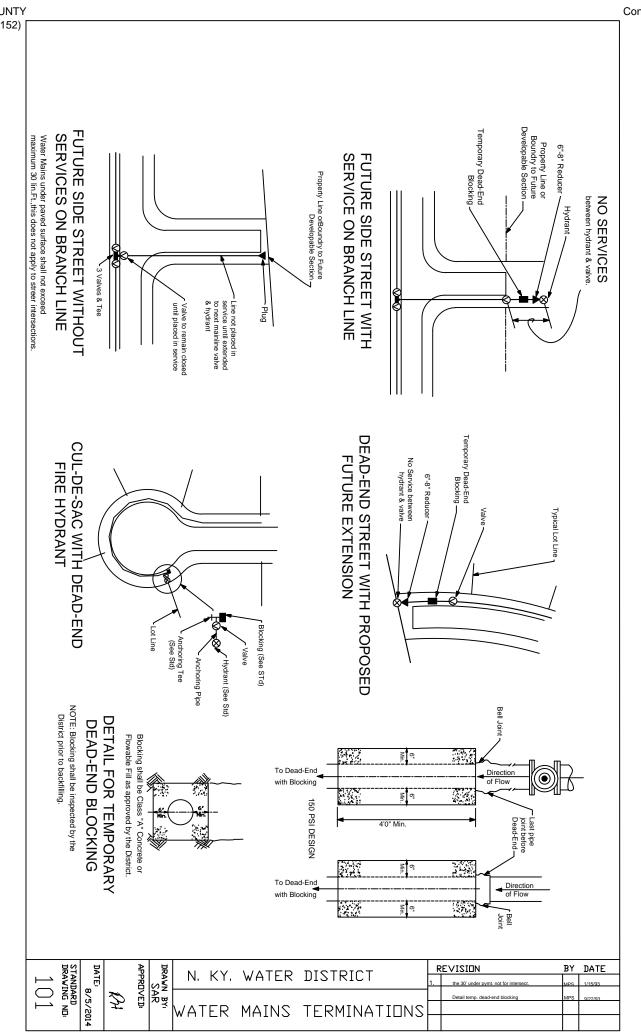
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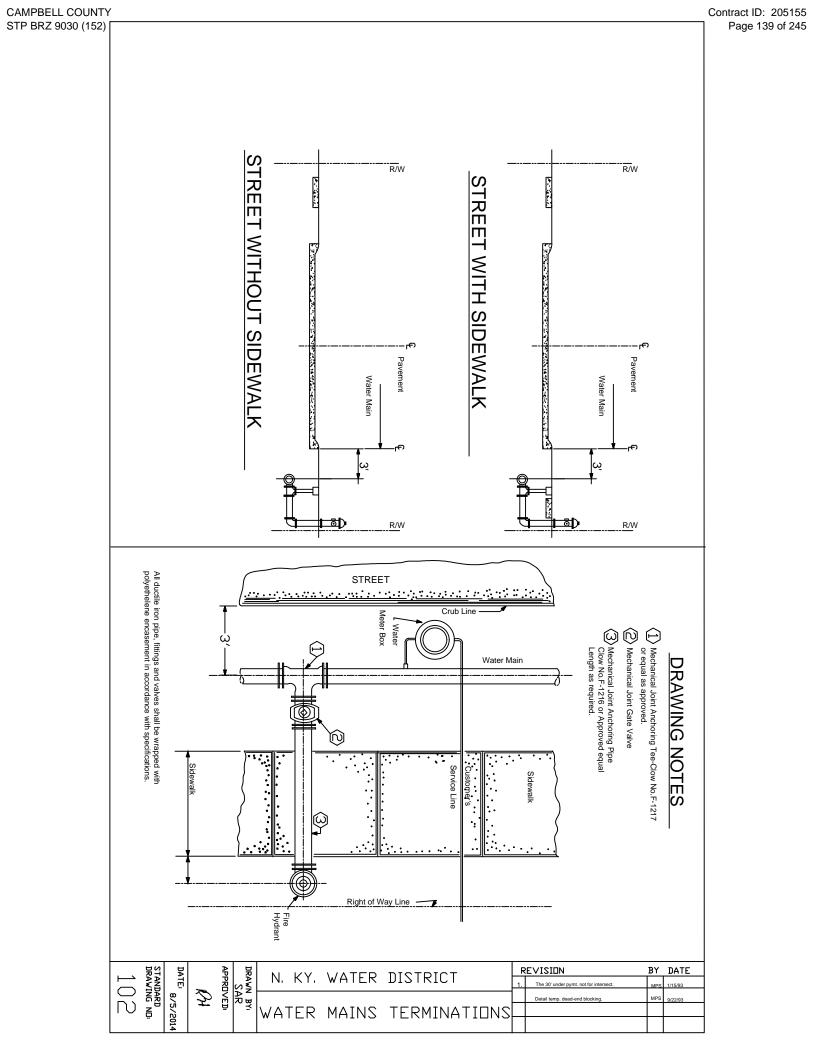
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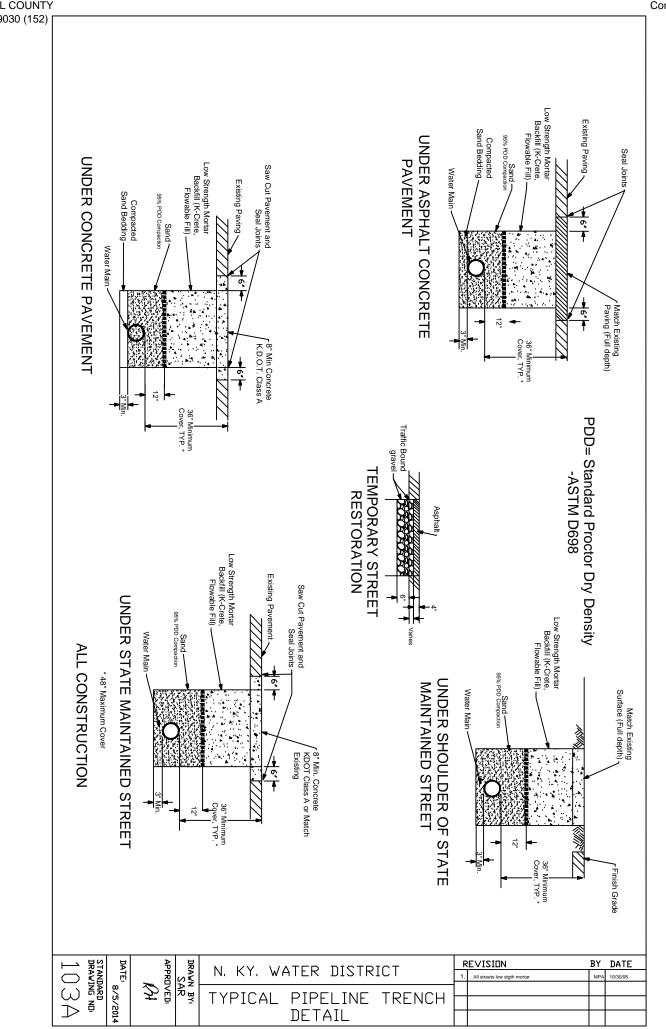
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	and appurtenance locations, and location of other utilities that may be in conflict. The Developer's Design Engineer is responsible to maintain an unobstructed area for the placement of the water main and appurtenances and allow no conflict with other utilities other than crossing of laterals. Utility laterals shall maintain a minimum of 6" outside diameter to outside diameter clearance except for storm and/or sanitary laterals, 18" clearance below the water main.	future development and the termination shall be as described in the Standard Drawings and Specifications of the Water District or by connection to an existing main.	private property which are going to be maintained by the Water District. To allow for the future extension of the water system in an orderly manner, the water system shall be constructed to the developer's property limits which abut a proposed or existing public right-of-way or has a potential for	Water lines must be sized to meet the demands anticipated for the total development being designed. The design engineer and/or developer are responsible for properly sizing water mains to meet required demands of the development. Public water mains shall be installed in a public right of way with the exception of cross-country lines installed to eliminate dead ends and water mains installed on	If any phasing is to be allowed after the District has approved a set of drawings, the Developer shall provide to the District a set of the approved drawings with the proposed phasing hand drawn. The drawing shall indicate any proposed additional appurtenances to the system per Standard 101. This redline shall provide dimensions of the proposed phased water main extension. Upon approval of the phasing by the District, and after construction of the system, the District's Inspector shall confirm the work was completed in accordance with the approved changes.	protection to take on new or additional extension or service without detriment to those already served. The District will run a hydraulic analysis for every new line water main extension to ensure adequate water, as defined by the Ky. Public Service Commission, is available.	<u>DESIGN GUIDELINES</u> Plans are approved subject to the conditions or compliance with all applicable laws, rules, regulations and standards. Deviation from applicable laws, rules, regulations and standards. Deviation from applicable laws, rules, regulations and standards will only be considered with appropriate justification submitted to the District's Engineering Dept. The proposed project may be constructed only in accordance with the approved plans. Plans submitted to the District for approval shall be on a 1" = 50' scale and plan sheets no larger than 24" X 36". It is strongly recommended that the design engineer meet with the Water District prior to plan submitteds for review of overall project. Extensions from and connections to the public water system will be approved by the District where proper pressures and flows permit, provided there is a sufficient water supply developed and available for domestic use and fire	DESCRIPTION In general the following specifications are minimum requirement for water main design and installation. New design ideas and concepts are welcomed by the District, but subject to Districts approval. Construction may be dictated by location, soil conditions, ground water, topography, etc. Additional provisions may be required by the District.	E. Recommended Standards for Water Works E. aconflict exists between referenced sources, the more restrictive requirements shall prevail. The District shall provide interpretation as requested.	5	INTRODUCTION Unless modified, deleted, replaced, or otherwise changed, the latest published addition of the following documents shall be the accepted standard for materials and/or procedures for the construction of water mains and anourtenances.	PART 1 - GENERAL
					1.04							
		If DOW approval is required an additional three (3) sets of plans must be submitted to the District along with a check made out to the Kentucky State Treasurer in the amount of \$150 for projects less than 10,000 linear feet and \$325 for projects longer than 10,000 by the Developer.		Distribution of approved plans will be made by the District as follows: Three (3) copies retained by the District as follows: Three (3) copies retained by the District; one (1) copy to NKAPC; and two (2) copies returned to the Design Engineer when approval is granted and the District's Subdivision Agreement is signed and returned to the District by the Developer. Subdivision of Water will only be required under the following conditions:	PLAN SUBMITTALS All plans submitted must be dated and bear the stamp and signature of a Professional Engineer licensed in All plans submitted must be dated and bear the stamp and signature of a Professional Engineer licensed in the State of Kentucky. Improvement plans shall be submitted in duplicate for preliminary review by the District. One copy of the improvement plan will be returned to the Engineer for corrections to meet District's Standards. The Engineer will need to revise and resubmit six (6) sets of plans. Also at this time a set of plans in digital format showing curb lines, a north arrow on a 1:= 50' scale will also be submitted for the Districts GIS system. The District will not aborove any project until these digital format plans have been received.	Upon the request of the Developer, the District shall provide the Developer with a letter accepting the water main installation and the start of the one year maintenance period.	Additional requirements may be required for subdivision plans submittals that create double frontage lots (a lot other than a corner lot that has frontage on more than one public street) along public streets which currently do not have public water. The developer may be responsible for extending the water main along both sides of the double frontage lots if the property would benefit from the extension. If there is a future potential that a water main extension may be made by District's Extension Policy along the existing public street would be beneficial, as determined by the District, an agreement would need to be signed between the developer and the District.	the exception of: a) items listed above; b) streets, curbs, and gutters; c) sidewalk pavement; d) storm drainage appurtenances	<ul> <li>d) street and sidewalk crossings;</li> <li>e) sidewalks (may not be over main, but could encroach on this four-(4) foot area on street radius curves, and cul-de-sacs);</li> <li>The ten-(10) foot area over the water main, centered (5' either side) shall be totally unobstructed with</li> </ul>	<ul> <li>a) removable, post type mail boxes:</li> <li>b) utility laterals (gas, electric, telephone, and cable television) maintaining a minimum of 6 inch outside diameter to outside diameter clearance;</li> <li>c) no more than 30 of constitutions clearance;</li> </ul>	The four-(4) foot area over the water main, (3' from curbside) shall be a non-paved, strip totally unobstructed with the exception of:	
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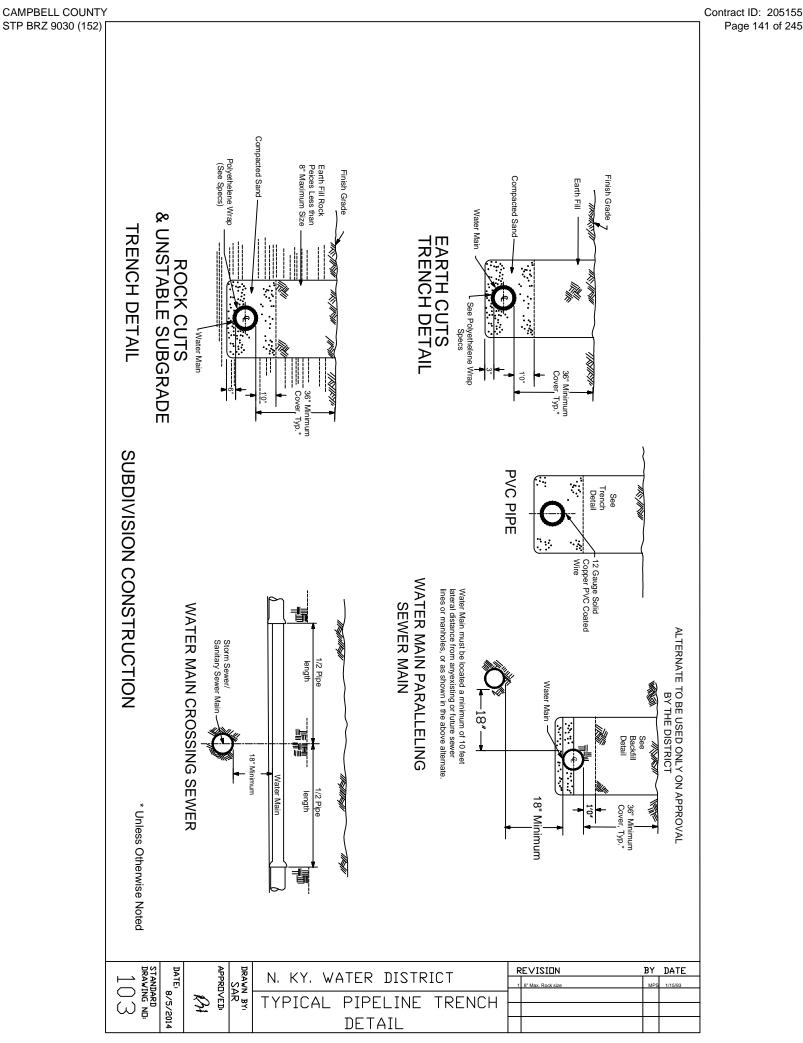
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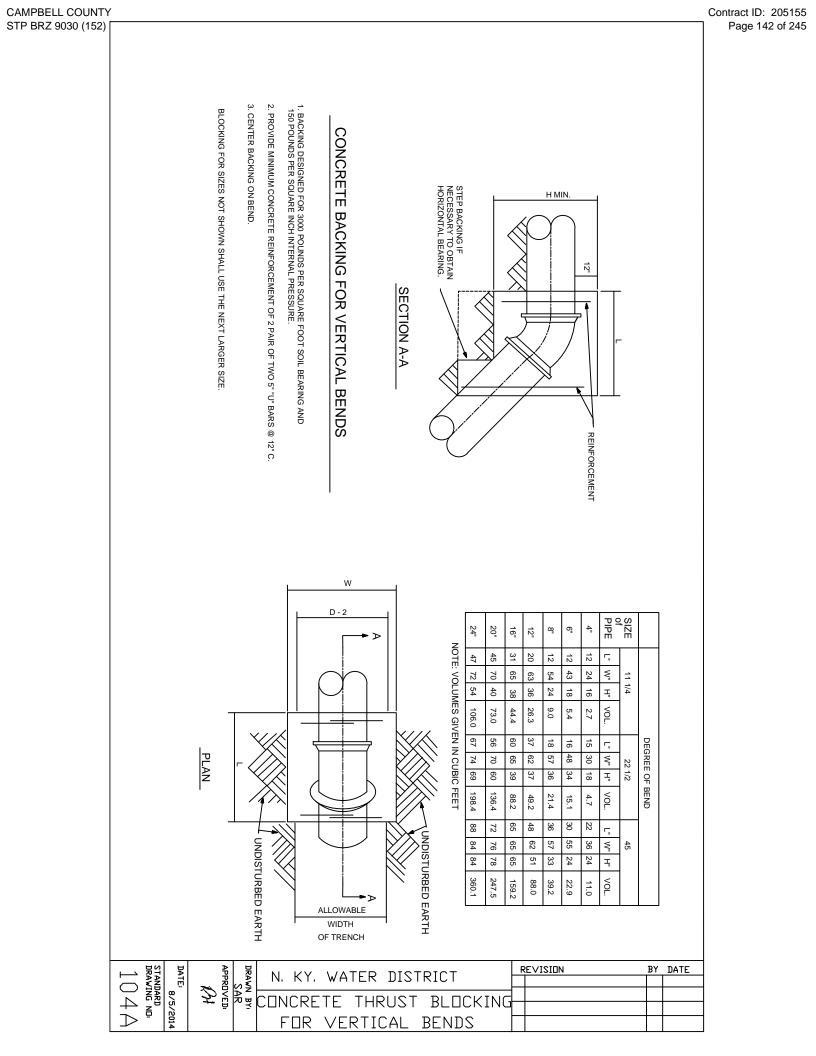


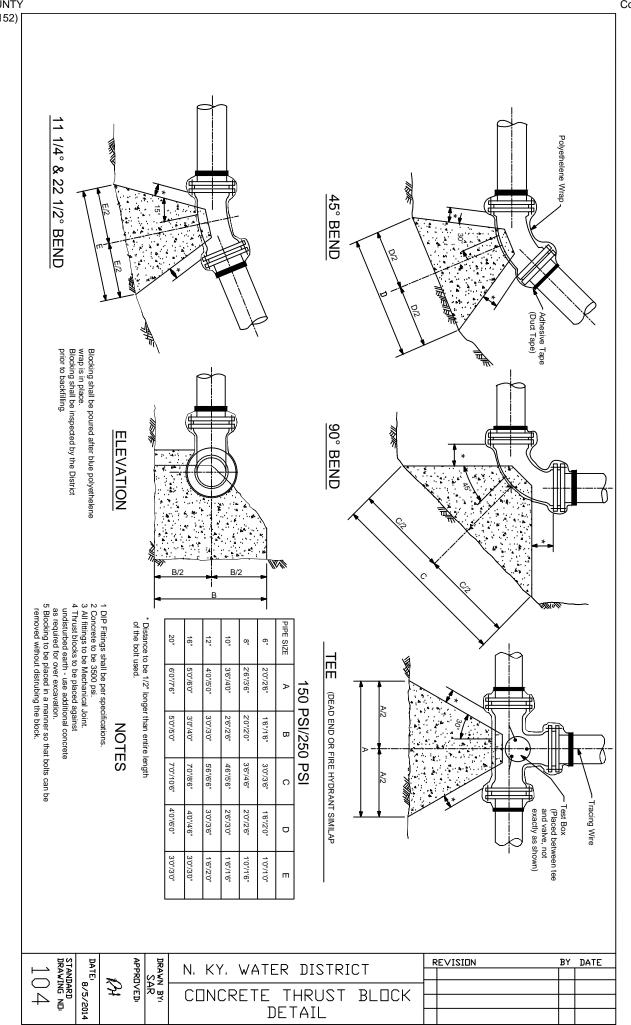
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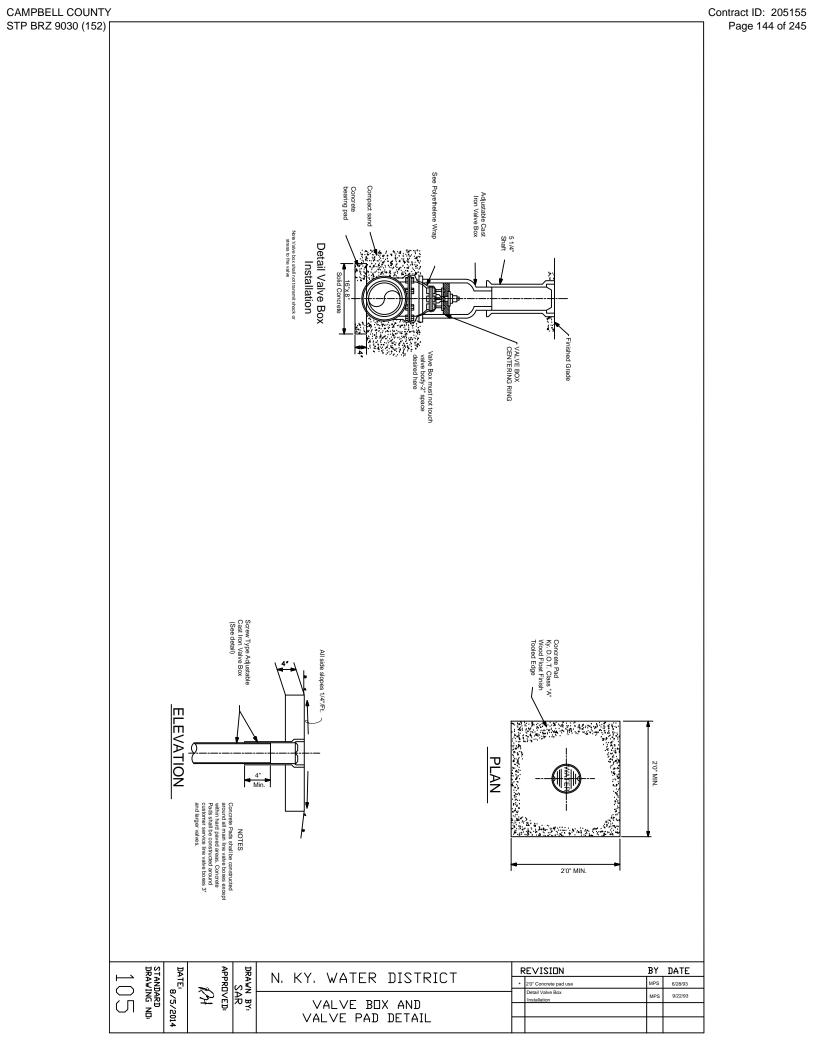


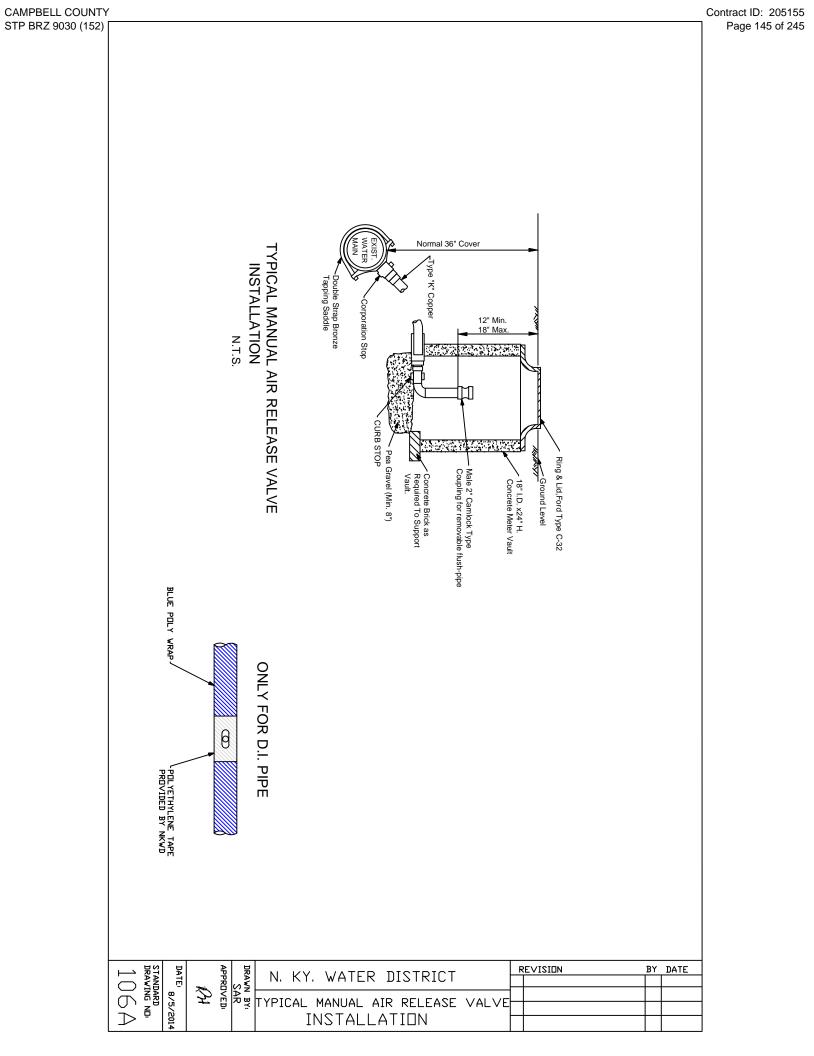
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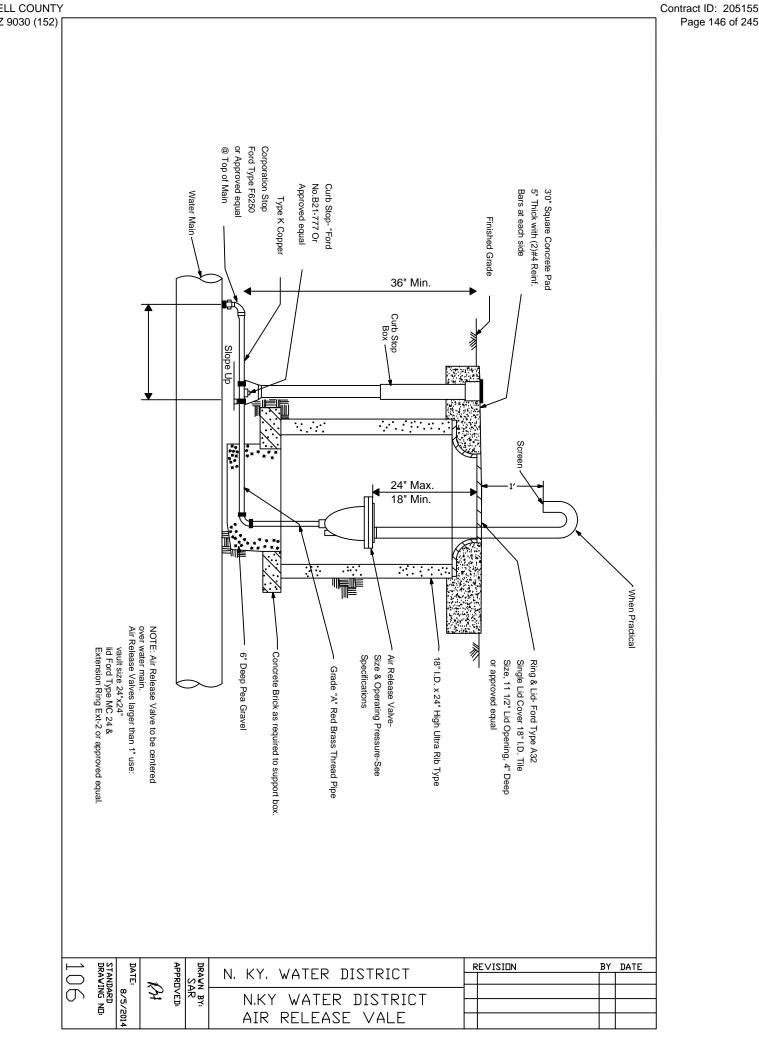
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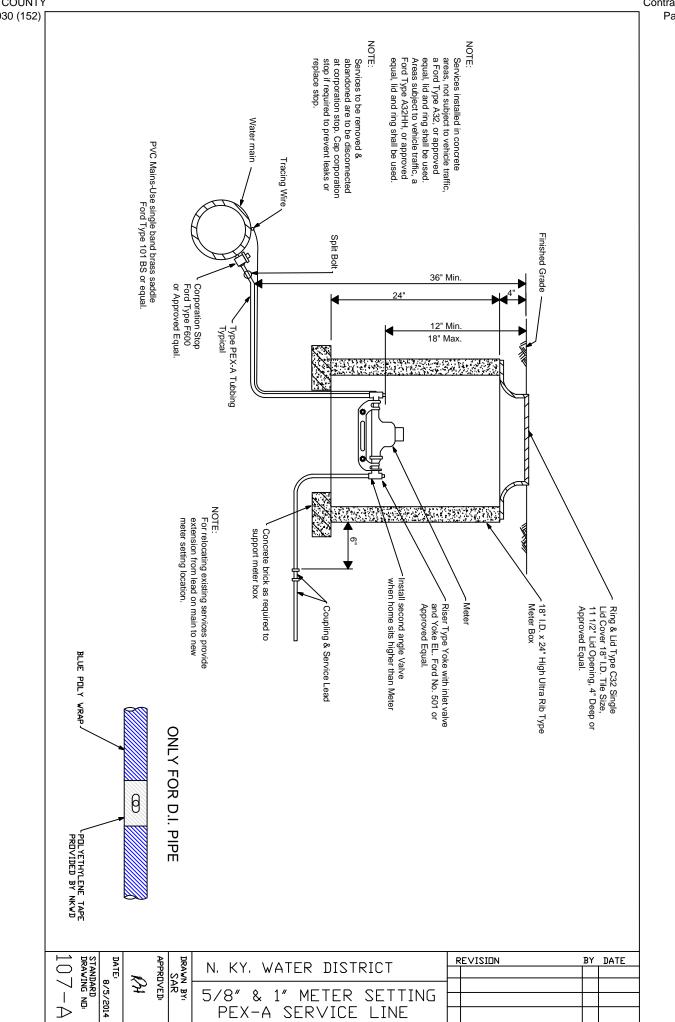




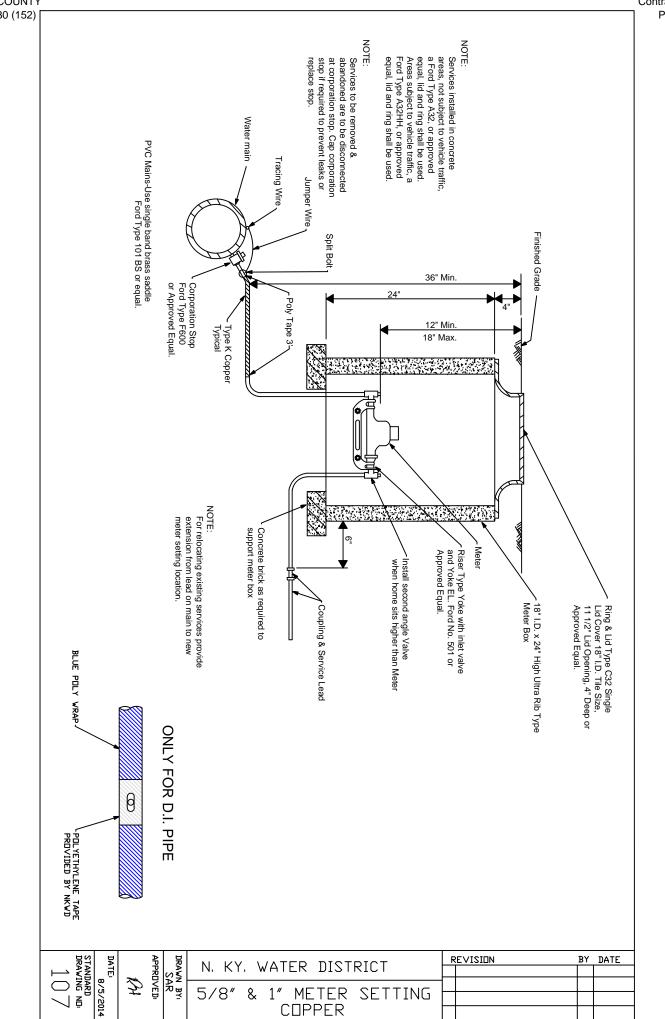


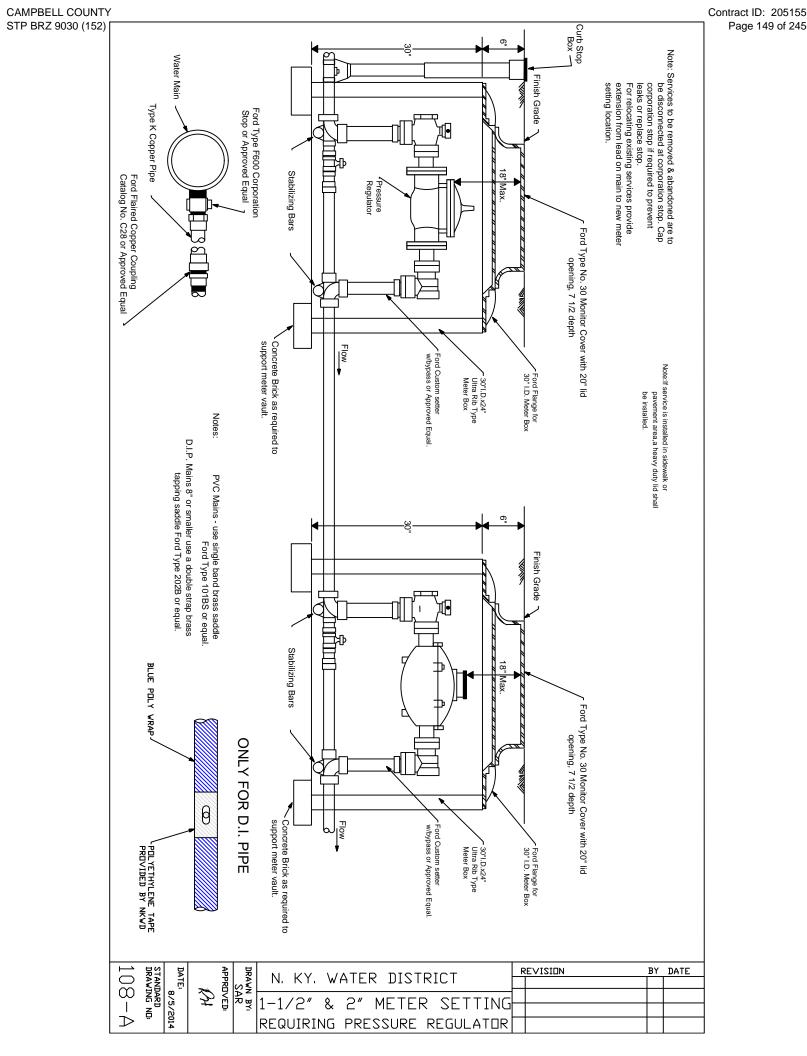


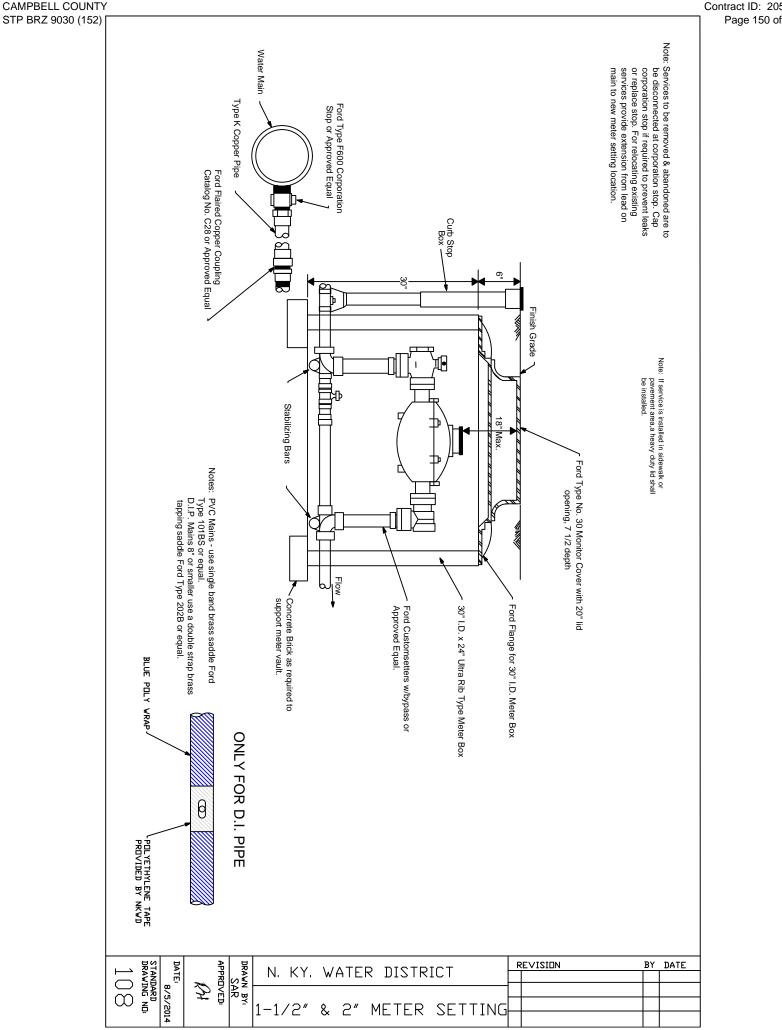
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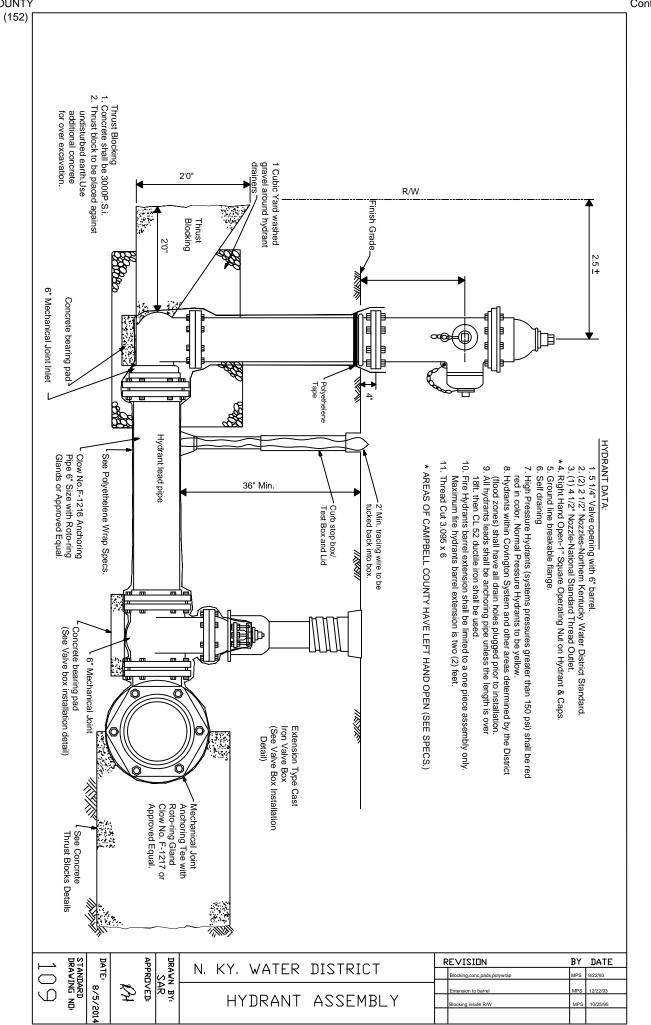


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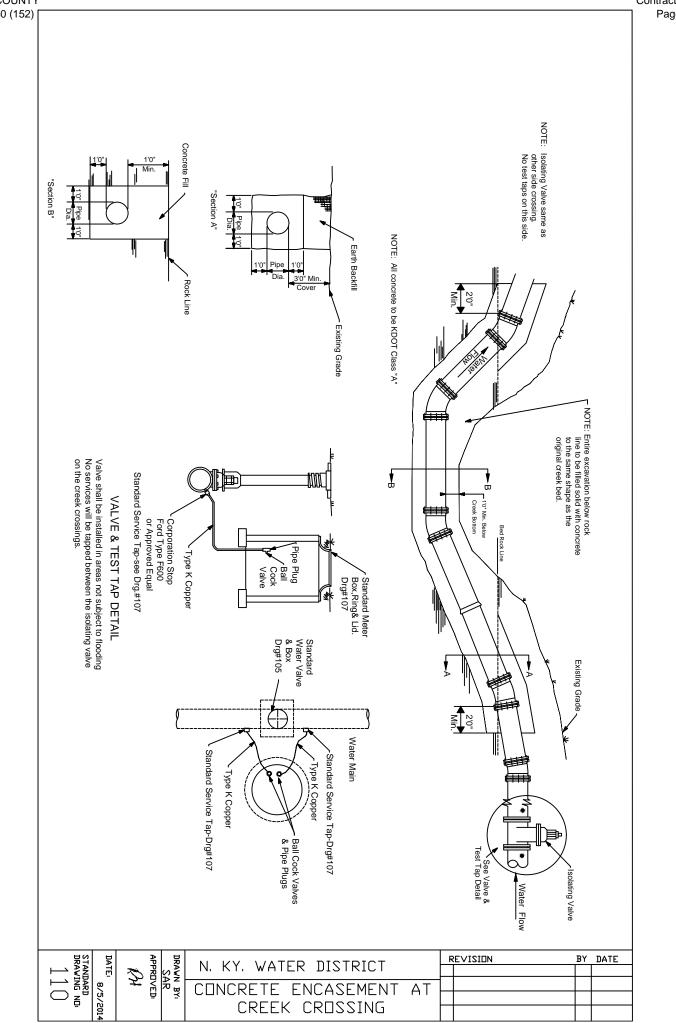


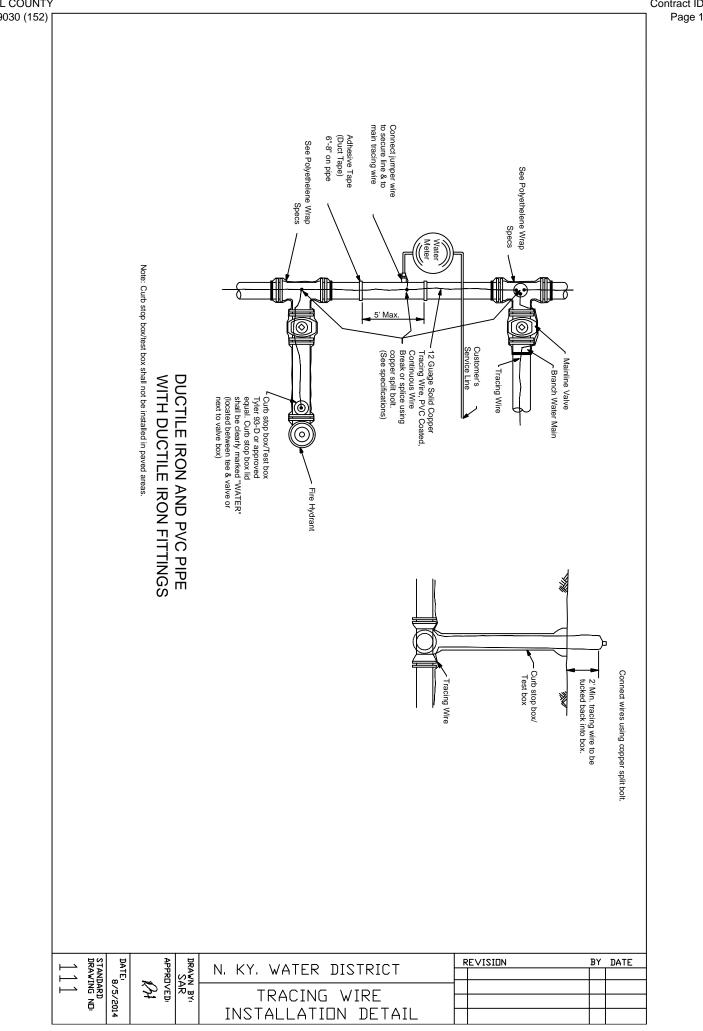






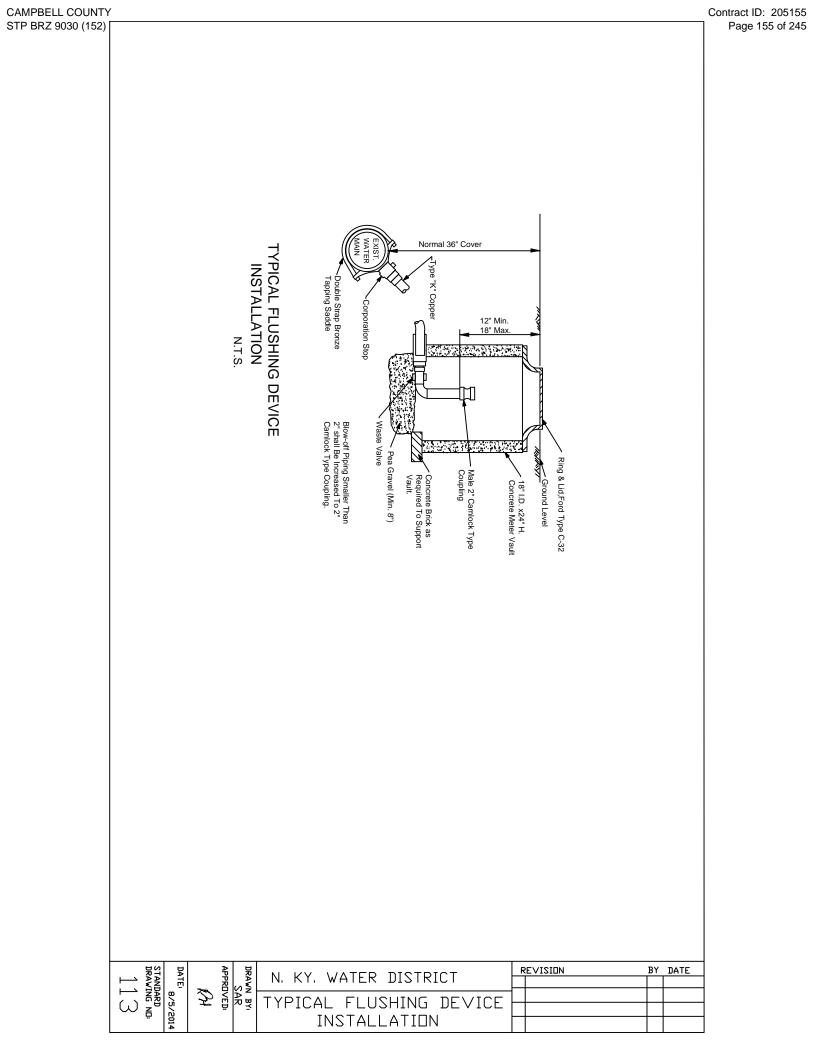
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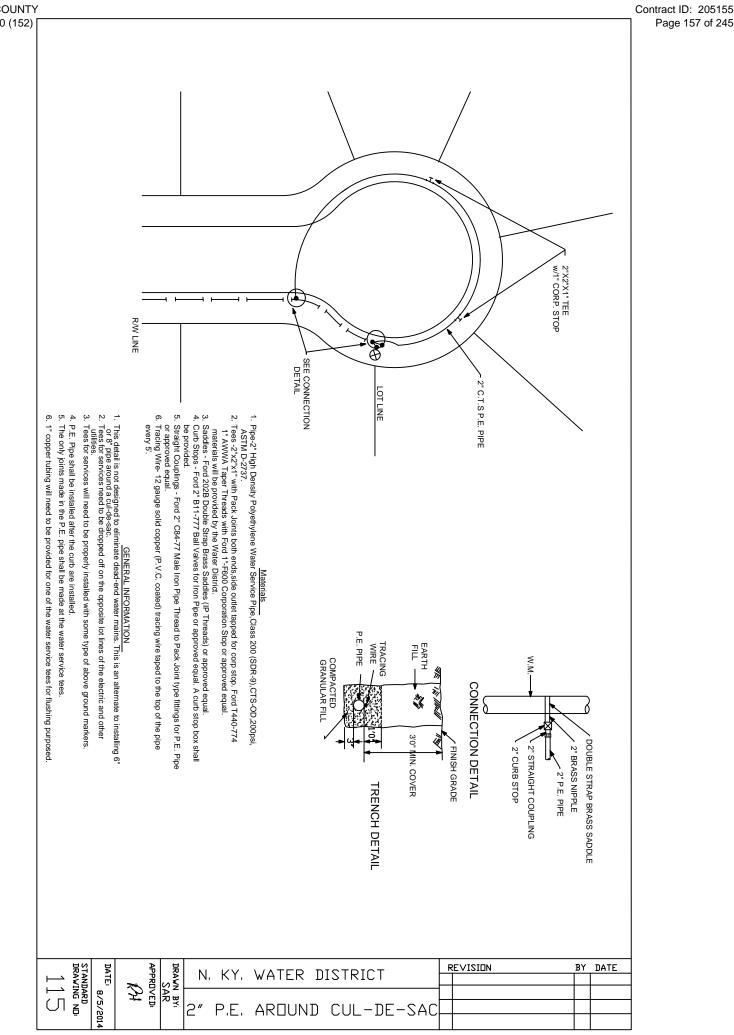




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Ww Surface 18" Maximum 12" Minimum Crock in concrete surface Crock when the meter reliad is to be adjusted more than 6"-up to 17": Adjustment greater than 12" will meter sociol. Dwg, 107.	Existing Crock (Performed Plastic)
Warr Meer Ld.         Warr Meer Ld. <td< th=""><th>New Concrete Slope concrete to meet the meter lid.</th></td<>	New Concrete Slope concrete to meet the meter lid.
N. KY. WATER DISTRICT	BY DATE





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Kentucky Transportation Cabinet Project:

# NOTICE

# DEPARTMENT OF THE ARMY CORPS OF ENGINEERS NATIONWIDE SECTION 404 PERMIT AUTHORIZATION

# DEPARTMENT FOR ENVIRONMENTAL PROTECTION

# **KENTUCKY DIVISION OF WATER**

# SECTION 401 WATER QUALITY CERTIFICATION

### PROJECT DESCRIPTION: Bridge Replacement Gibson Road, New A over Threemile Creek Campbell County, KY KYTC Item No. 6-10000

The Sections 404 and 401 activities for this project have previously been permitted under the authority of the Department of the Army, Section 404 Nationwide Permit Number 3, *Maintenance Projects* (with additional *Kentucky Regional General Conditions*), and the Kentucky Division of Water, Section 401 General Water Quality Certification. For these authorized permits to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Permit Number 3 and General Water Quality Certification in a conspicuous location at the project site, with unencumbered public access, for the duration of construction and comply with the general conditions required.

Kentucky Transportation Cabinet Project:

Station-Location	Description
Bridge ID: 019B00060N	<b>019B00060N (Gibson Road, New A over Threemile Creek)</b> project will entail replacing the existing bridge and constructing a new bridge at the same location with the same current geometrics (bridge width, length, hydraulic opening, etc.). The project may involve the removal of debris and/or sediment.

# **Locations Impacting Water Quality**

This project involves work near and/or within Jurisdictional Waters of the United States as defined by the U. S. Army Corps of Engineers; therefore, requiring a Nationwide Number 3 General Section 404 permit. The Division of Water conditionally certified this General Permit. Importantly, one of those conditions regards the use of heavy equipment in any stream channel, or streambed. If there is need to cross the stream channel with heavy equipment, or conduct work within the stream channel, a work platform or temporary crossing, is authorized. This should be constructed with clean rock and sufficient pipe to allow stream flow to continue, unimpeded. Other conditions may be found under the heading, *General Certification—Nationwide Permit # 3 Maintenance Projects*.

In order for this authorization to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Permit Number 3 Approval in a conspicuous location at the project site, for the duration of the construction, and comply with the general conditions as required.

To more readily expedite construction, the contractor may elect to alter the design, or perform the work in a manner different from what was originally proposed and specified. Prior to commencing such alternative work, the contractor shall obtain written permission from the Division of Construction and the Kentucky Transportation Cabinet, Division of Environmental Analysis. If such changes necessitate further permitting, then the contractor will be responsible for applying to the U. S. Army Corps of Engineers and the Kentucky Division of Water. A copy of any request to the Corps of Engineers or Division of Water to alter this proposal and subsequent responses shall be forwarded to the Division of Environmental Analysis, DA Permit Coordinator, for office records and for informational purposes.

#### Terms for Nationwide Permit No. 3 - Maintenance Projects

(a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

(c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

<u>Notification</u>: For activities authorized by paragraph (b) of this NWP, the permittee must submit a preconstruction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (<u>Authorities</u>: Section 10 of the Rivers and Harbors Act of 1899 and section 404 of the Clean Water Act (Sections 10 and 404))

<u>Note</u>: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act section 404(f) exemption for maintenance.



MATTHEW G. BEVIN

CHARLES G. SNAVELY Secretary

R. BRUCE SCOTT

**DEPARTMENT FOR ENVIRONMENTAL PROTECTION** 300 Sower Boulevard

FRANKFORT, KENTUCKY 40601

**ENERGY AND ENVIRONMENT CABINET** 

# General Certification--Nationwide Permit # 3 Maintenance

This General Certification is issued <u>March 19, 2017</u>, in conformity with the requirements of Section 401 of the Clean Water Act of 1977, as amended (33 U.S.C. §1341), as well as Kentucky Statute KRS 224.16-050.

For this and all nationwide permits, the definition of surface water is as per 401 KAR 10:001 Chapter 10, Section 1(80): Surface Waters means those waters having well-defined banks and beds, either constantly or intermittently flowing; lakes and impounded waters; marshes and wetlands; and any subterranean waters flowing in well-defined channels and having a demonstrable hydrologic connection with the surface. Lagoons used for waste treatment and effluent ditches that are situated on property owned, leased, or under valid easement by a permitted discharger are not considered to be surface waters of the commonwealth.

The Commonwealth of Kentucky hereby certifies under Section 401 of the Clean Water Act (CWA) that it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 304, 306 and 307 of the CWA, will not be violated for the activity covered under NATIONWIDE PERMIT 3, namely Maintenance, provided that the following conditions are met:

- 1. The activity will not occur within surface waters of the Commonwealth identified by the Kentucky Division of Water as Outstanding State or National Resource Water, Cold Water Aquatic Habitat, or Exceptional Waters.
- 2. The activity will not occur within surface waters of the Commonwealth identified as perpetually-protected (e.g. deed restriction, conservation easement) mitigation sites.
- 3. The activity will impact less than 1/2 acre of wetland/marsh.
- 4. The activity will impact less than 300 linear feet of surface waters of the Commonwealth.



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- 5. The Kentucky Division of Water may require submission of a formal application for an individual certification for any project if the project has been determined to likely have a significant adverse effect upon water quality or degrade the waters of the Commonwealth so that existing uses of the water body or downstream waters are precluded.
- 6. Activities that do not meet the conditions of this General Water Quality Certification require an Individual Section 401 Water Quality Certification.
- 7. Activities qualifying for coverage under this General Water Quality Certification are subject to the following conditions:
  - Projects requiring in-stream stormwater detention/retention basins shall require individual water quality certifications.
  - Erosion and sedimentation pollution control plans and Best Management Practices must be designed, installed, and maintained in effective operating condition at all times during construction activities so that violations of state water quality standards do not occur.
  - Sediment and erosion control measures, such as check-dams constructed of any material, silt fencing, hay bales, etc., shall not be placed within surface waters of the Commonwealth, either temporarily or permanently, without prior approval by the Kentucky Division of Water's Water Quality Certification Section. If placement of sediment and erosion control measures in surface waters is unavoidable, design and placement of temporary erosion control measures shall not be conducted in such a manner that may result in instability of streams that are adjacent to, upstream, or downstream of the structures. All sediment and erosion control devices shall be removed and the natural grade restored within the completion timeline of the activities.
  - Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
  - Removal of riparian vegetation shall be limited to that necessary for equipment access.
  - To the maximum extent practicable, all in-stream work under this certification shall be performed under low-flow conditions.
  - Heavy equipment, e.g. bulldozers, backhoes, draglines, etc., if required for this project, should not be used or operated within the stream channel. In those instances in which such in-stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize turbidity and disturbance to substrates and bank or riparian vegetation.
  - Any fill shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If rip-rap is utilized, it should be of such weight and size that bank stress or slump conditions will not be created because of its placement.

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- If there are water supply intakes located downstream that may be affected by increased turbidity and suspended solids, the permittee shall notify the operator when such work will be done.
- Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the Kentucky Division of Water shall be notified immediately by calling (800) 928-2380.

Non-compliance with the conditions of this general certification or violation of Kentucky state water quality standards may result in civil penalties.

	2017 Nationwide Permit General Conditions         ers         ers         The following General Conditions must be followed in order for any authorization by NWP to be valid:         Navigation. (a) No activity may cause more than a minimal adverse effect on	t General Conditions authorization by NWP to be valid:
1. <u>Navigation</u> . navigation. (b) Any safety regulations or otherwise, authorized facilities in na (c) The pemitt States require the remova authorized, or if, in the op said structure or work sh navigable waters, the pe remove, relocate, or alten the United States. No cla removal or alteration. 2. <u>Aquatic Life</u> cycle movements of those	<ol> <li><u>Navigation</u>. (a) No activity may cause more than a minimal adverse effect on navigation.</li> <li>(b) Any safety lights and signals prescribed by the US Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.</li> <li>(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removel or alteration.</li> <li>2. <u>Aquatic Life Movements</u>. No activity may substantially disrupt the necessary life those species of acuatic life indigenous to the waterbody including those</li> </ol>	<ol> <li><u>Soil Erosion and Sediment Controls</u>. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides. 13. <u>Removal of Temporary Fills</u>. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.</li> <li><u>14. Proper Maintenance</u>. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.</li> <li><u>15. Single and Complete Project</u>. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.</li> </ol>
cycle movements of those species c species that normally migrate throug impound water. All permanent and culverted, bridged, or otherwise des movement of those aquatic species. 3. Spawning Areas. Activi	cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.	16. <u>Wild and Scenic Rivers</u> (a) No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.
avoided to the maximum extent pro- through excavation, fill, or downstri- spawning area are not authorized.	avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.	(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-
as breeding areas for mig 5. <u>Shellfish Be</u>	as breeding areas for migratory birds must be avoided to the maximum extent practicable. 5. <u>Shellfish Beds.</u> No activity may occur in areas of concentrated shellfish populations,	with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management to proceed NWD ortivity for the triver.
48, or is a shellfish seedi 6. <u>Suitable Ma</u> bodies, asphalt, etc.). Ma	<ul> <li>48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.</li> <li>6. <u>Suitable Material</u>. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic</li> </ul>	will not adversely affect the Wild and Scenic River designation or study status. (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river
Submitting in concentration over or 7. <u>Water Supply Intakes</u> . No activity r supply intake, except where the activity is for th intake structures or adjacent bank stabilization. 8. Adverse Effects From Impoundme	<ul> <li>7. <u>Water Supply Intakes</u>. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.</li> <li>8. Adverse Effects From Impoundments. If the activity creates an impoundment of</li> </ul>	<ul> <li>Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/</li> <li>17. <u>Tribal Rights</u>. No activity may impair tribal rights (including treaty rights), protected tribal resources, or tribal lands.</li> <li>18. Endangered Species. (a) No activity is authorized under any NWP which is likely to</li> </ul>
water, adverse errects to restricting its flow must b 9. <u>Managemer</u> construction course, con	water, adverse effects to the aquatic system due to accelerating the passage or water, and/or restricting its flow must be minimized to the maximum extent practicable. 9. <u>Management of Water Flows</u> . To the maximum extent practicable, the pre- construction course, condition, capacity, and location of open waters must be maintained for	arrectly or indirectly jeopardize the continued existence or a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species to critical behavior in the provided under any NWP which "may affect" a listed species for the provided species of the provid
temporary and permaner constructed to withstand passage of normal or hig or manage high flows. Tr and location of open wat relocation activities)	temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).	<ul> <li>completed. Direct effects are the immediate effects on the listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.</li> <li>(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal nermittee must provide the district engineer with the appropriate documentation to follow.</li> </ul>
10. Fills Within approved state or local fl 11. <u>Equipment</u> mats, or other measures	<ol> <li>Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA- approved state or local floodplain management requirements.</li> <li>11. <u>Equipment</u>. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.</li> </ol>	demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

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<ul> <li>Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.</li> <li>20. <u>Historic Properties</u>. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.</li> <li>(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act (IPA) have been satisfied district engineer with the appropriate documentation to demonstrate compliance with those</li> </ul>	<ul> <li>section 7 consultation is required.</li> <li>(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the USFWS and NMFS or their world wide web pages at http://www.fws.gov/ or <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and NMFS or their world wide http://www.fws.gov/ or <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac">http://www.fws.gov/pac</a> and <a href="http://www.fws.gov/pac" pac"="">http://www.fws.gov/pac</a></li></ul>	<ul> <li>Kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.</li> <li>(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will review the ESA section 10(a)(1)(B) permit, and if he or she determines that it covers the proposed NWP activity, including any incidental take of listed species that might occur as a result of conducting the proposed NWP activity, the district engineer does not need to conduct a separate section 7 consultation for the proposed NWP activity. The district engineer does not need to conduct a separate section 7 consultation for the proposed NWP activity. The district engineer does not need to conduct a separate section 7 consultation for the proposed NWP activity. The district engineer does not need to conduct a separate section 7 consultation for the proposed NWP activity. The district engineer does not need to conduct a separate section 7 consultation for the proposed NWP activity. The district engineer does not need to conduct a separate section 10(a)(1)(B) permit covers the proposed NWP activity or whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA</li> </ul>	<ul> <li>nas not neard back from the Corps within 45 days, the applicant must still wait for notification from Corps.</li> <li>(d) As a result of formal or informal consultation with the USFWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.</li> <li>(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the USFWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures will the formation of the bit to reduct the bit to reduct the bit to reduct the bit to the bit to the difference of the bit to the bit t</li></ul>	(c) Non-federal permittees must submit a pre-construction notification (PCN) to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the PCN must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete PCN. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant is provided notification the proposed activities will have "no effect" on listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant
affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the activity on historic properties. 21. <u>Discovery of Previously Unknown Remains and Artifacts</u> . If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant recovery effort or if the site is eligible for listing in the National Register of Historic Places.	306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or	adverse effect, and adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and notified historic the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. (d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required. If NHPA section 106 consultation is completed. If the non-Federal applicant that ne or she cannot begin the activity until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C.	current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause an effect on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determine for the fore the foretree to the following effect on the following effect.	requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the

but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on the both sides of a stream or if the waterbody is a lake or coastal waters. Then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g. riparian areas and/or wetlands compensation) based on what is best for the aquatic environmental on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses. (f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.	<ul> <li>Incoses or streams should be provided, if practicable, through stream renabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 33.2.9((3))).</li> <li>(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g. conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat</li> </ul>	wetland losses that exceed 1/10-acte and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse environmental effects. (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for	to the critical resource waters will be no more than minimal. 23. <u>Mitigation</u> . The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal: (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site). (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal. (c) Compensation writigation at a minimum one-for-one ratio will be required for all	<ul> <li>22. <u>Designated Critical Resource Waters</u>. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.</li> <li>(a) Discharges of dredged or fill material into waters of the US are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.</li> <li>(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district</li> </ul>
<ul> <li>(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.</li> <li>24. <u>Safety of Impoundment Structures</u>. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.</li> <li>25. <u>Water Quality</u>. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality</li> </ul>	Impact requirement for the NWPS. (h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee- responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and	<ul> <li>(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.</li> <li>(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the minimal</li> </ul>	<ul> <li>(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).</li> <li>(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided</li> </ul>	

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activity does not result in more than minimal degradation of water quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized 26. Coastal Zone Management. In coastal states where an NWP has not previously

management requirements. measures to ensure that the authorized activity is consistent with state coastal zone must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional zone management consistency concurrence must be obtained, or a presumption of concurrence received a state coastal zone management consistency concurrence, an individual state coastal

and with any case specific conditions added by the Corps or by the state, Indian Tribe, or Management Act consistency determination. USEPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) 27. Regional and Case-By-Case Conditions. The activity must comply with any

of waters of the United States for the total project cannot exceed 1/3-acre. specified acreage limit. For example, if a road crossing over tidal waters is constructed under and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss 28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single

letter, and the letter must contain the following statement and signature: "When the structures or conditions, have the transferee sign and date below." nationwide permit and the associated liabilities associated with compliance with its terms and will continue to be binding on the new owner(s) of the property. To validate the transfer of this transferred, the terms and conditions of this nationwide permit, including any special conditions, work authorized by this nationwide permit are still in existence at the time the property is to validate the transfer. A copy of the nationwide permit verification must be attached to the permit verification to the new owner by submitting a letter to the appropriate Corps district office associated with a nationwide permit verification, the permittee may transfer the nationwide 29. Transfer of Nationwide Permit Verifications. If the permittee sells the property

(Transferee)

(Date)

standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document activity and implementation of any required compensatory mitigation. The success of any will include: required permittee-responsible mitigation, including the achievement of ecological performance from the Corps must provide a signed certification documenting completion of the authorized 30. <u>Compliance Certification</u>. Each permittee who receives an NWP verification letter

authorization, including any general, regional, or activity-specific conditions; (a) A statement that the authorized work was done in accordance with the NWP

the appropriate number and resource type of credits; and include the documentation required by 33 CFR 332.3(I)(3) to confirm that the permittee secured fee program are used to satisfy the compensatory mitigation requirements, the certification must completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu (b) A statement that the implementation of any required compensatory mitigation was

mitigation, whichever occurs later. of completion of the authorized activity or the implementation of any required compensatory The completed certification document must be submitted to the district engineer within 30 days (c) The signature of the permittee certifying the completion of the work and mitigation

or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter 31. Activities Affecting Structures or Works Built by the United States. If an NWP

> a written NWP verification. section 408 permission to altar, occupy, or use the USACE project, and the district engineer issues Section 408 permission is not authorized by the NWP until the appropriate Corps office issues the authorized Civil Works project (a "USACE project"), the prospective permittee must submit a preconstruction notification. See paragraph (b)(10) of general condition 32. An activity that requires

prospective permittee does not provide all of the requested information, then the district engineer additional information necessary to make the PCN complete only once. However, if the information necessary to make the PCN complete. As a general rule, district engineers will request complete within 30 calendar days of the date of receipt and, if the PCN is determined to be will notify the prospective permittee that the PCN is still incomplete and the PCN review process incomplete, notify the prospective permittee within that 30 day period to request the additional notification (PCN) as early as possible. The district engineer must determine if the PCN is will not commence until all of the requested information has been received by the district engineer NWP, the prospective permittee must notify the district engineer by submitting a pre-construction 32. Pre-Construction Notification (PCN). (a) Timing. Where required by the terms of the

under the NWP with any special conditions imposed by the district or division engineer; or The prospective permittee shall not begin the activity until either: (1) He or she is notified in writing by the district engineer that the activity may proceed

accordance with the procedure set forth in 33 CFR 330.5(d)(2) the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see notification from the Corps that there is "no effect" on listed species or "no potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written PCN and the prospective permittee has not received written notice from the district or division the permittee cannot begin the activity until an individual permit has been obtained. Subsequently the district engineer issues the waiver. If the district or division engineer notifies the permittee in the permittee has received written approval from the Corps. If the proposed activity requires a the Corps pursuant to general condition 20 that the activity might have the potential to cause engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify (2) 45 calendar days have passed from the district engineer's receipt of the complete

the following information: (b) Contents of Pre-Construction Notification: The PCN must be in writing and include

(1) Name, address and telephone numbers of the prospective permittee

authorize the proposed activity; (2) Location of the proposed activity;(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to

aquatic sites, and other waters. Sketches should be provided when necessary to show that the the adverse environmental effects of the activity will be no more than minimal and to determine the used to authorize any part of the proposed project or any related activity, including other separate and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in provided results in a quicker decision. Sketches should contain sufficient detail to provide an activity complies with the terms of the NWP. (Sketches usually clarify the project and when sites, and other water for each single and complete crossing of those wetlands, other special projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic need for compensatory mitigation or other mitigation measures. For single and complete linear mitigation measures should be sufficiently detailed to allow the district engineer to determine that and distant crossings for linear projects that require Department of the Army authorization but do measures intended to reduce the adverse environmental effects caused by the proposed activity acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation adverse environmental effects the activity would cause, including the anticipated amount of loss of not require pre-construction notification. The description of the proposed activity and any proposed (4) A description of the proposed activity; the activity's purpose; direct and indirect

BRZ 9030 (152)	Page 168 d
<ul> <li>(10) For an activity that requires permission from the Corps pursuant to 33 U.S. C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.</li> <li>(c) Form of PCN Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants established tools and procedures for electronic submittals.</li> <li>(d) Agency Coordination: (1) The district engineer will consider any comments from reduces the NWPs and the need for mitigation to reduce the project's adverse environmental effects so that they are no more than minimal.</li> <li>(2) Agency coordination is required for: (1) all NWP activities that require for activities in excess of 500 linear feet, fills greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of the complete mark.</li> <li>(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural</li> </ul>	<ul> <li>illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans):</li> <li>(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters. Such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method adult of the Corps. The permittee may ask the Corps to delineate the special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;</li> <li>(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee may submit a statement describing how the nitrative, the prospective permittee may submit a conceptual or detailed mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.</li> <li>(7) For non-federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity. For any WVP activity of that requires pre-construction notification, Federal permittees must provide documentation designated critical habitat that may be affected by the proposed activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potential to cause effects to an iter official yesignated or designated or detaining on the system, or in a vier official yesignated by the proposed activity will may be indicating the location of the historic property. Federal permittees must provide documentation demonstrating compliance with be section 106 of the National Historic Preservation Act.</li> <li>(9) For an</li></ul>
	<ul> <li>resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify substantive, sites pecific comments. The comments must explain with the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days form the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will be more than minimal. If so contacted by an agency, the district engineer will provide a sprovided below. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will provide a resource agencies' concerns were construction notification that the resource agencies' concerns were constructed to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.</li> <li>(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.</li> <li>2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations the need to be property or rights of others.</li> <li>3. NWPs do not authorize interference with any origins.</li> <li>4. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).</li> </ul>

# CAP Notes

The following notes are required to be fulfilled as part of the Contract

In addition, the parties agree as follows:

- The contractor shall notify Debbie Pendock (Sunrock Farms) 2 weeks prior to when construction is to begin. Ms. Pendock can be reached at (859) 781-5504 and her e-mail address is <u>email@sunrockfarm.org</u>.
- 3-Mile Road (KY2238) and Gibson Lane shall remain open to traffic at all times. A least one travel lane shall be maintained.



Stantec Consulting Services Inc. 3052 Beaumont Centre Circle, Lexington KY 40513-1703

April 18, 2019 File: RP\_STN\_DLB\_019B00060N

Attention: Mr. Brian Meade, PE Bridging Kentucky Area 4 Team Lead AECOM Suite 1600 Louisville, Kentucky 40202

Reference: Geotechnical Exploration 019B00060N Retaining Wall Left and Right of Abutment 2 Campbell County, Kentucky

Dear Mr. Meade,

Typed boring logs and laboratory testing results presenting subsurface data obtained for bridge 019B00060N is being transmitted with this letter. Recommendations for design and construction of the proposed retaining walls and foundations are presented herein.

The proposed retaining walls are to be situated left and right of abutment 2 of the bridge 019B00060N. The proposed walls will be approximately 50 feet in length and 12 feet tall. Refer to Figure 1 below for a vicinity map showing the culvert location. Presented in Appendix A is a boring layout map showing the boring locations drilled for the bridge.

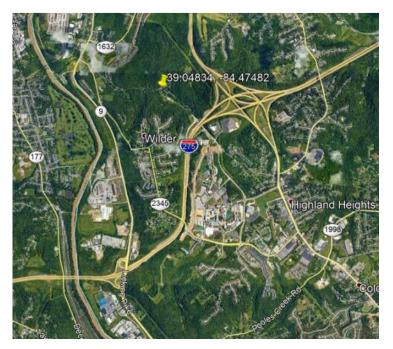


Figure 1 – Google Image showing Project Site.



April 18, 2019 Mr. Brian Meade, PE Page 2 of 6

Reference: Geotechnical Exploration 019B00060N Retaining Wall Left and Right of Abutment 2 Campbell County, Kentucky

The project site is situated on the Geologic Map of Parts of Newport and Withamsville Quadrangles, Campbell and Kenton Counties, Kentucky (GQ-1072). Based on the review of these geologic maps, the project is underlain by alluvium. Based on the mapping, the alluvial deposits vary in thicknesses up to approximately 60 feet.

The Kope Formation, of the Upper Ordovician geologic period, underlies the alluvium. The Kope Formation consists of shale (75 to 80 percent) and limestone. The shale is medium gray to light bluish gray, laminated, calcareous and mostly silty. The limestone is medium gray, fine to coarsely crystalline grained and fossil fragmental. The Kope Formation is known to be prone to landslides. Railroad rail walls are located along Threemile Creek at and near the existing bridge location. Portions of these walls were failing near the bridge site.

A geotechnical exploration for the bridge was conducted in February of 2019 which consisted of two subsurface borings, designated herein as 019B00060N-1 and 019B00060N-2. Boring 019B00060N-1 was drilled near the proposed northwest retaining wall. The boring locations and surface elevations were obtained by the Bridging Kentucky TEAM and are presented in Appendix B. Table 1 provides a summary of the locations, elevations, and depths of the borings drilled for the proposed bridge.

					op of (Refusal	Beg	in Core	Bottor	n of Hole
Hole No.	Latitude	Longitude	Surface Elevation (ft.) MSL	Depth (ft.)	Elevation (ft.) MSL	Depth (ft.)	Elevation (ft.) MSL	Depth (ft.)	Elevation (ft.) MSL
019B00060N-1	39.048449	-84.474812	523.3	9.6	513.7	11.2	512.1	21.5	501.8
019B00060N-2	39.048278	-84.474611	527.2	14.2	513.0	16.5	510.7	26.6	500.6

## Table 1 – Summary of Borings

Observation wells were not installed. Groundwater can be expected to be encountered at the level of Threemile Creek. Groundwater levels and/or conditions may vary considerably, with time, according to the prevailing climate, rainfall or other factors.

Design with community in mind



April 18, 2019 Mr. Brian Meade, PE Page 3 of 6

Reference: Geotechnical Exploration 019B00060N Retaining Wall Left and Right of Abutment 2 Campbell County, Kentucky

The external stability (sliding, eccentricity, and bearing capacity) of the cantilever retaining wall was evaluated using an estimated maximum wall height of 12 feet. For the purposes of modeling the wall, the stem was estimated to be one foot. The base width of the wall was modeled at 2/3's times the wall height as prescribed by the KYTC Geotechnical Manual.

The friction angles used in the analyses were  $\varphi = 38$  degrees for the backfill behind the wall and  $\delta = 22$  degrees for the contact between the concrete retaining wall foundation and shale bedrock beneath the wall. It is anticipated that the 1H:1V excavation behind the wall will be performed and granular material will be placed between the 1H:1V slope and the back of the wall. Due to the potential for vehicular traffic being able to operate near the top of the retaining wall, a 2-foot soil surcharge load was also considered in the analyses.

The soil parameters used in the retaining wall analyses are presented in Table 2.

Material	Cohesion (psf)	Friction Angle (degrees)	Unit Weight (pcf)
Retained Fill			
Granular Embankment	0	38	115

#### Table 2. Soil Parameters Modeled in Cantilever Wall Analyses

Using the above parameters, LRFD checks for eccentricity (overturning) and sliding were checked. The required bearing capacity (Meyerhof Stress) was also determined for each wall height at the service limit state. The results of the external stability analyses are presented in Table 3.

Wall Dimension				Capacity Demand Ratio		
Height (ft.)	Base Width (ft.)	Capacity (Meyerhof Stress) (psf)	Overturning	Sliding		
12.0	8.0 (0.67H)	1,664	3.7	1.21		

#### Table 3. Summary of Retaining Wall Analyses



April 18, 2019 Mr. Brian Meade, PE Page 4 of 6

Reference: Geotechnical Exploration 019B00060N Retaining Wall Left and Right of Abutment 2 Campbell County, Kentucky

Because the wall will be adjacent to a stream, flooded conditions were also checked and yielded acceptable sliding results.

The required bearing capacity (Meyerhof Stress) for the retaining wall was calculated to be approximately 1,664 psf. The bearing capacity for the unweathered bedrock is 20 ksf. Since the Meyerhof Stress calculated is less than the presumptive bearing capacity (20 ksf), no foundation improvement is needed.

#### Recommendations

- Design of the subject retaining wall shall be in accordance with the AASHTO LRFD Bridge Design Specifications.
- Wall dimensions shall be in accordance with Section 604-2 of the KYTC Geotechnical Manual. The footing width of the retaining wall shall be no less than 0.67 times the total wall height (including embedment).
- Wall footings placed on unweathered bedrock shall be designed at the service limit state using the bearing resistances below. Use resistance factors of 0.55 and 1.0 for the strength and extreme limit states, respectively.

Wall D	imension		Presumptive
Maximum Height (ft)	Width (ft)	Meyerhof Stress (psf)	Bearing Capacity (psf)
12	8.0 (0.67H)	1,664	20,000

- Non-erodible Granular Embankment shall be placed in the entire area between the wall and a 1:1 (H:V) line sloping upward and away from the base of the heel of the wall to the top of the wall.
- Granular Embankment used as backfill shall be non-erodible and shall conform to the requirements of Section 805 of the current Kentucky Department of Highways Standard Specifications for Road and Bridge Construction. Contrary to Section 805 of the Standard Specifications, the maximum size limit shall be reduced to 4 inches. The Granular Embankment material shall be wrapped with Type IV geotextile fabric in accordance with Sections 214 and 843 of the current Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction to provide separation from the clay embankment and/or foundation materials.

Design with community in mind



April 18, 2019 Mr. Brian Meade, PE Page 5 of 6

Reference: Geotechnical Exploration 019B00060N Retaining Wall Left and Right of Abutment 2 Campbell County, Kentucky

• The retaining wall should be designed using an estimated  $\overline{\varphi} = 38^{\circ}$ , the following fluid pressures are applicable. The Designer shall verify wall stability based on final wall design dimensions.

Slope of Backfill	Equivalent Fluid Pressure
Level	30 psf
3:1 (H:V)	36 psf
2:1 (H:V)	41 psf

- The minimum wall embedment shall be 2 feet as measured from the ground surface in front of the wall to the base of the footing.
- Drainage systems behind the wall will be necessary. The drainage systems shall consist of weep-holes installed at the locations as indicated by the design drawings, and/or perforated pipe installed at the base of the wall and "daylighted" to promote dewatering of the granular backfill.
- A plan note should be included by the Designer: Foundation excavations should be properly braced/shored to provide adequate safety to people working in or around the excavations. Bracing should be performed in accordance with applicable federal, state, and local guidelines.
- Prior to placement of any concrete in a foundation excavation, the excavation bottom should be clean, and all soft, wet, or loose materials should be removed. In no case should concrete be placed upon compressible or water-softened materials.
- A plan note should be included by the designer that indicates that temporary shoring, sheeting, cofferdams, and/or dewatering methods may be required to facilitate foundation construction.
- A plan note should be included by the designer indicating that footings should be placed as soon as practical after completion of the footing excavation. If the bedrock becomes softened at bearing elevation, the softened material should be undercut to unweathered material prior to placement of reinforcing steel and concrete. Seasonal groundwater fluctuations may cause groundwater infiltration into the footing excavation, and a dewatering method may be necessary.
- Mass concrete shall be placed in the footing excavations from the top of footing to the bedrock surface where the footing does not extend to the bedrock surface.

Design with community in mind



April 18, 2019 Mr. Brian Meade, PE Page 6 of 6

Reference: Geotechnical Exploration 019B00060N Retaining Wall Left and Right of Abutment 2 Campbell County, Kentucky

Should you have any questions concerning this letter, please contact our office.

Regards,

#### STANTEC CONSULTING SERVICES INC.

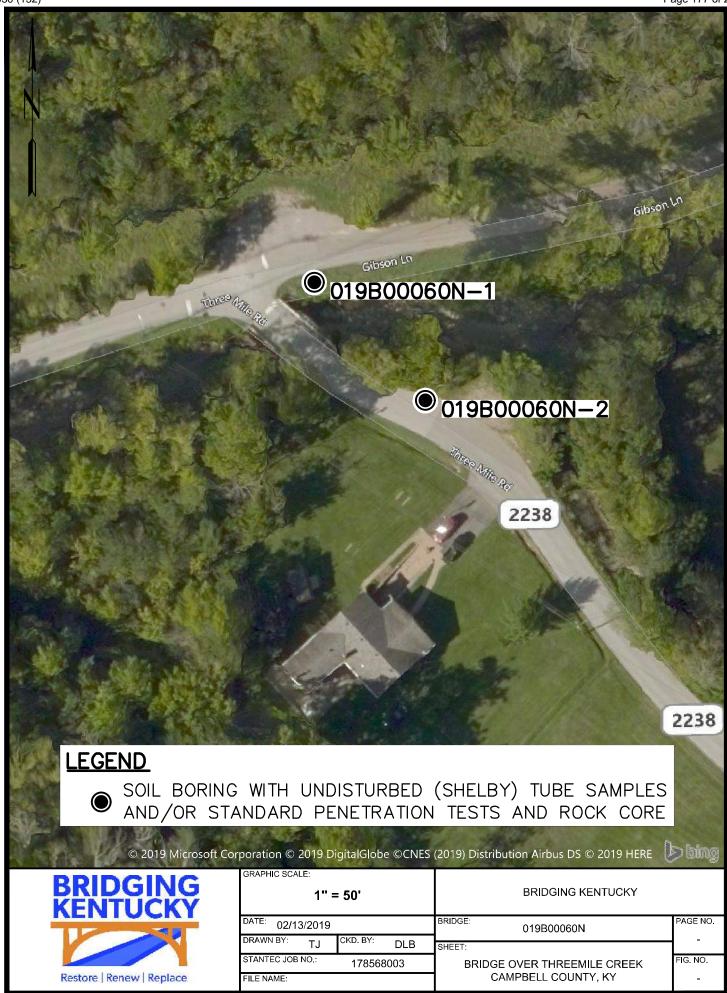
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Donald Blanton, PE Project Manager Phone: (859) 422-3033 Fax: (859) 422-3100 Donald.Blanton@stantec.com

Attachment: Appendix A – Site Map Appendix B – Typed Boring Logs Appendix C – Laboratory Data Sheets

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# APPENDIX A SITE MAP



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# APPENDIX B TYPED BORING LOGS

CAMPBELL COUNTY

STP BRZ 9030 (152) Drilling Firm: Stantec For: Division of Structural Design Geotechnical Branch

## DRILLER'S SUBSURFACE LOG

Printed: 3/11/19

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Project ID: <u>178568003</u> Item Number: <u>Statewide</u> Hole Number <u>019B00060N-1</u> Surface Elevation <u>523.3'</u> Total Depth <u>21.5'</u>			<u>Statewide - Various</u>			Project Type: <u>Structure Bridge</u> Project Manager: _					
			Immediate Water Depth <u>NA</u> Static Water Depth <u>NA</u> Driller <u>Donald Clements</u>		Start Date <u>02/07/2</u> End Date <u>02/07/20</u> Latitude(83) <u>39.04</u>		<u>19</u>		Hole Type <u>core and sample</u> Rig_Number <u>45B</u>		
Location <u></u>	+ ' <i>Lt.</i>					ude(83) <u>-84.</u> 4					
Lithology			Overburden	Sample No.	Depth (ft)	Rec. (ft)	SPT Blows	Sample Type	Remarks	arke	
Elevation	Depth	Description		Rock Core	Std/Ky RQD	Run (ft)	Rec (ft)	Rec (%)	SDI (JS)		
523.0/		\	Topsoil.	/							
					1	2.0-3.5	1.0	2-3-2	SPT		
_		Loose to	medium dense, gray to brown, moist, clayey gravel with sand.							_	
			clayey graver with sand.		2	5.0-6.5	0.9	2-6-8	SPT	_	
513 7	9.6										
<u>0</u> 513.7 512.1	9.0 11.2	Lig	ht gray to gray, augered s	hale.(Begin Core)	3	10.0-11.2	1.2	16-49-50/0.2	20 SPT	-	
5					49 / 9	4.3	4.3	100			
_		Li	ght gray to gray shale, cla	vev.						15.5	
				, ,	43/8	4.9	4.9	100			
20										20.4	
501.8	21.5				36 / 0	1.1	1.1	100		21.5	
25			(Bottom of Hole 21.5')								
<u>0</u>											
<u>5</u>											
0											
5_											
0											

CAMPBELL COUNTY

STP BRZ 9030 (152) Drilling Firm: Stantec For: Division of Structural Design Geotechnical Branch

# DRILLER'S SUBSURFACE LOG

Printed: 3/11/19

Contract ID: 205155

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Page 1 of 1

Project ID: <u>178568003</u> Item Number: <u>Statewide</u>						Project Type: <u>Structure Bridge</u> Project Manager: _				
Hole Number <u>019B00060N-2</u> Surface Elevation <u>527.2'</u> Total Depth <u>26.6'</u> Location <u>+ 'Lt.</u>			Immediate Water Depth <u>NA</u> Static Water Depth <u>NA</u> Driller <u>Donald Clements</u>		Start Date <u>02/06/2</u> End Date <u>02/07/20</u> Latitude(83) <u>39.04</u> Longitude(83) <u>-84</u>			Hole Type _ <i>core and sample_</i> Rig_Number _ <i>45B</i> _		
Lithology					Depth (ft)	Rec. (ft)	SPT Blows	Sample Type		
Elevation	Depth	Descriptio	n Rock Cor	e Std/Ky RQD	Run (ft)	Rec (ft)	Rec (%)	SDI (JS)	Remarks	
527.0	0.2	<u>\</u>	Topsoil.							
-				1	2.0-3.5	1.5	1-2-6	SPT	-	
<u>;</u> Loose t		Loose to	n medium dense, brown, moist, clayey		5.0-6.5	1.5	5-6-7	SPT		
-		gravel with s	and (Wood fragments and creek gravel recovered below 10.0').							
<u>10</u> -				3	10.0-11.5	1.0	3-6-9	SPT	1	
513.0	14.2								1	
<u>15</u> - 510.7	16.5	Gra	ay to light gray, augered shale.(Begin Co	ore) 4	15.0-16.5	1.5	15-20-31	SPT	- -	
- 20				62 / 0	4.2	4.2	100		20.7	
- - -			Light gray to gray shale.	12 / 0	4.2	4.2	100			
<u>25</u> - 500.6	26.6			35 / 0	1.7	1.7	100		24.9 <u>2</u>	
- - <u>30</u> - -			(Bottom of Hole 26.6')						<u>3(</u>	
- <u>35</u> -									<u>3</u>	
- 4 <u>0</u> - -									40	
- 4 <u>5</u> -									4	
- 50									50	

CAMPBELL COUNTY STP BRZ 9030 (152) Contract ID: 205155 Page 181 of 245

# APPENDIX C LABORATORY DATA SHEETS

Page 1 of 3

	Bridging KY - 01	9B00060N 2.0'-3.5', 5.0'-6.4	Project Number 5' Lab ID	178568003
	1000000111,	2.0 0.0, 0.0 0.		
mple Type 🔤	SPT Composite		Date Received	2-11-19
			Date Reported	2-20-18
Natur	al Moisture Co	ntent	Atterberg Limits	
Test Not Perf		interne	Test Method: AASHTO T 89 & T 90	
Moistur	e Content (%):	N/A	Prepared: Dry	
	. ,		Liquid Limit:	38
			Plastic Limit:	19
	ticle Size Anal		Plasticity Index:	19
	lethod: AASHT		Activity Index:	1.4
	thod: AASHTO			
Hydrometer N	/lethod: AASHT	0188	Maiatura Danaitu Delatiana	. In Inc.
Partic	de Size	%	Moisture-Density Relations Test Not Performed	anip
Sieve Size		Passing	Maximum Dry Density (lb/ft <sup>3</sup> ):	N/A
	N/A	rassing		
			Maximum Dry Density (kg/m <sup>3</sup> ):	
	N/A		Optimum Moisture Content (%):	
11	N/A	100.0	Over Size Correction %:	N/A
3/4"	25	87.1		
3/8"	9.5	72.0	California Bearing Ratio	ý.
No. 4	4.75	60.6	Test Not Performed	-
No. 10	2	47.4	Bearing Ratio (%):	N/A
No. 40	0.425	40.3	Compacted Dry Density (lb/ft <sup>3</sup> ):	
No. 200	0.075	37.3	Compacted Moisture Content (%):	
	0.02	32.1		
	0.005	20.0		
	0.002	13.9	Specific Gravity	
estimated	0.001	10.3	Test Method: AASHTO T 100	
	havial matimalizat		Prepared: Dry	No. 10
Flus 5 m. mai	terial, not includ	ed. 0 (%)	Particle Size: Specific Gravity at 20° Celsius:	No. 10 2.75
	ASTM	AASHTO		2.10
Range	(%)	(%)		
Gravel	39.4	52.6	Classification	
Coarse Sand	d 13.2	7.1	Unified Group Symbol:	GC
Medium San	d 7.1		Group Name: Clayey grav	el with sanc
Fine Sand	3.0	3.0		
Silt	17.3	23.4		
Clay	20.0	13.9	AASHTO Classification:	A-6 (2)
Comments:				
-				r21
-			Reviewed By	<u> </u>
- <u></u>				~

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#### Page 2 of 3

# Particle-Size Analysis of Soils

AASHTO T 88

Project Name Source	Bridging KY - 019B00060N 019B00060N-1, 2.0'-3.5', 5.0'-6.5'				Projec	t Number1 Lab ID	178568003 278
	Sieve analys	is for the Porti	on Coarser tl	han the No. Sieve	10 Sieve %		
Test Method	AASHTO T 8	3		Size	Passing		
Prepared using							
		·					
Particle Shape	Rounded and An	gular					
Particle Hardness:	Hard and Dural	ble					
Tested By	KG				100.0		
	02-13-2019			1"	100.0		
Date Received	02-11-2019			3/4" 3/8"	87.1 72.0		
Maximum Particle s	iza: 1" Siava			No. 4	60.6		
Maximum Farticle S	SIZE. I SIEVE			No. 10	47.4		
	-	for the portio	n Finer than t				
Analysis Based on	-3 Inch traction only			No. 40 No. 200	40.3 37.3		
Specific Gravity	2 75			0.02 mm	32.1		
Specific Gravity	2.15			0.005 mm	20.0		
Dispersed using	Apparatus A - Mecl	nanical. for 1 mi	inute	0.002 mm	13.9		
		,		0.001 mm	10.3		
		Dertiele Size	Distribution				
Coarse Gravel	Fine Gravel C. Sand		Fine Sand		Silt	Clay	
ASTM 12.9	26.5 13.2 Gravel	7.1 Coarse Sand	3.0 Fine Sand	-	17.3 Silt	20.0	N.
AASHTO	52.6	7,1	3.0		23.4	13.	
Sieve Size in inches	0/4 0/0 4	Sieve Size in sieve		200			
	3/4 3/8 4	10 16 30 4		200	1 1111		100
							90
							-
							80
	A						70
							en en en en en en en en en en en en en e
							ass 00
							Percent Passing
							40 80
				A			L P
					4		20
							-
							▲ 10
							0
100	10	<sup>1</sup> Diam	eter (mm) 0.1		0.01		0.001
Comments					Rev	viewed By	<u>RJ</u>
					•		$\sim$

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# ATTERBERG LIMITS

Project	Bridging KY - 019B00060N				Project No.	178568003	
Source	019B00060N-1, 2.0'-3.5', 5.0'-6.5'				Lab ID	278	
						% + No. 40	60
Tested By		KG	Test Method	AASHTO T 89	& T 90	Date Received	02-11-2019
Test Date	02	2-15-2019	Prepared	Dry			
	W	et Soil and	Dry Soil and				
	Т	are Mass	Tare Mass	Tare Mass	Number of	Water Content	
		(g)	(g)	(g)	Blows	(%)	Liquid Limit
		20.16	17.64	10.83	31	37.0	
		19.44	17.13	11.14	22	38.6	
ſ		20.04	17.58	11.22	19	38.7	38
ľ							
					1		
L							
	50			Liquid	l Limit		
	50						
	48						
	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	· · · · · · · · · · · · · · · · · · ·			-		
	46						
	44						
%	- 2						
N N	42						
CONTENT, %	40						
RE	38						
MOISTURE	- 3						
SIO	36						
≥	12						

NUMBER OF BLOWS

25

30

PLASTIC LIMIT	AND PL	ASTICITY	INDEX

20

Wet Soil and	Dry Soil and		Water		
Tare Mass	Tare Mass	Tare Mass	Content		
 (g)	(g)	(g)	(%)	Plastic Limit	Plasticity Index
18.34	17.24	11.47	19.1	19	19
19.38	18.11	11.46	19.1		

#### Remarks:

34

32 30 10

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# **Gradation Analysis**

AASHTO T 88

Project Name Bridging K		
Source 019B00060		
Preparation Method	d AASHTO T 11 Method A	
Soak Time (min)	300	
Particle Shape	e Angular	
Particle Hardness	s Hard and Durable	
Sample Dry Mass (g)	396.89	
Moisture Content (%)	) 18.0	

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	Grams	%	%
Sieve Size	Retained	Retained	Passing
			-
2"	0.00	0.0	100.0
1"	46.17	11.6	88.4
3/4"	0.00	0.0	88.4
3/8"	28.52	7.2	81.2
No. 4	24.62	6.2	75.0
No. 10	26.72	6.7	68.2
No. 40	34.60	8.7	59.5
No. 200	24.55	6.2	53.3
Pan	211.71	53.3	

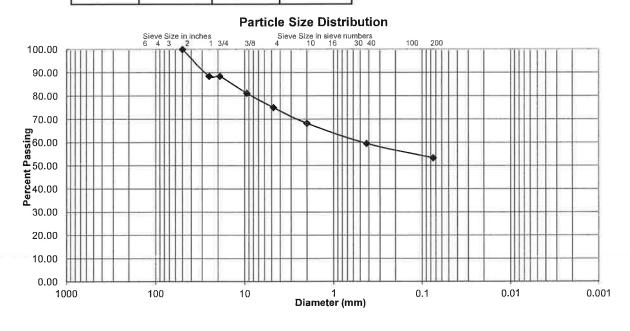
Project Number	178568003
Lab ID	285
Date Received	02-11-2019
Preparation Date	02-12-2019
Test Date	02-18-2019

Analysis based on total sample.

% Gravel	31.8
% Sand	14.9
% Fines	53.3
Fines Classification	N/A

D <sub>10</sub> (mm)	N/A
D <sub>30</sub> (mm)	N/A
D <sub>60</sub> (mm)	N/A

Cu	N/A	
Сс	N/A	



#### Comments

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Lexington, Kentucky

Report Date: 02/21/2019

Page 1 of 3 Stantec **Summary of Soil Tests** Project Number 178568003 Lab ID 282 Project Name Bridging KY - 019B00060N 019B00060N-2, 2.0'-3.5', 5.0'-6.5' 282 Source Date Received 2-11-19 Sample Type SPT Composite Date Reported 2-20-19 Test Results Natural Moisture Content Atterberg Limits Test Method: AASHTO T 89 & T 90 Test Not Performed Prepared: Drv Moisture Content (%): N/A Liquid Limit: 43 23 Plastic Limit: Particle Size Analysis Plasticity Index: 20 Activity Index: 1.8 Preparation Method: AASHTO T 87 Gradation Method: AASHTO T 88 Hydrometer Method: AASHTO T 88 Moisture-Density Relationship % Test Not Performed Particle Size Sieve Size Passing N/A (mm) Maximum Dry Density (lb/ft<sup>3</sup>): N/A N/A Maximum Dry Density (kg/m<sup>3</sup>): Optimum Moisture Content (%): N/A N/A 2" 50 Over Size Correction %: N/A 100.0 1" 25 96.1 3/4" 19 81.7 3/8" 9,5 77.2 **California Bearing Ratio** Test Not Performed No. 4 4.75 65.0 2 47.9 No. 10 Bearing Ratio (%): N/A Compacted Dry Density (lb/ft<sup>3</sup>): N/A No. 40 0.425 40.6 No. 200 0.075 36.1 Compacted Moisture Content (%): N/A 0.02 26.3 0.005 15.4 **Specific Gravity** 0.002 11.4 Test Method: AASHTO T 100 estimated 0.001 9.1 Prepared: Dry Plus 3 in. material, not included: 0 (%) Particle Size: No. 10 Specific Gravity at 20° Celsius; 2.69 ASTM AASHTO Range (%) (%)35.0 52.1 Classification Gravel Unified Group Symbol: Coarse Sand 17.1 7.3 GC Group Name: Clayey gravel with sand Medium Sand 7.3 ----Fine Sand 4.5 4.5 Silt 20.7 24.7 AASHTO Classification: A-7-6 (2) 15.4 Clay 11.4 Comments: Reviewed By Template: tmp\_sum\_input.xlsm Stantec Consulting Services Inc.

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Page 2 of 3

# Particle-Size Analysis of Soils

AASHTO T 88

Project Nar Source	me	Bridging K			'-6.5'				– Proje	ct Number Lab ID	178568003 282
										-	
		Sieve	e analysis	for the	Porti	on Coars	er tl	nan the No Sieve	5. 10 Sieve	ſ	
Test	t Method	AASH	1TO T 88					Size	Passing		
		AASH									
I	5										
Particl	e Shape		ngular							r 1	
Particle Ha	ardness:	Hard a	nd Durable	e							
										- -	
	ested By		_					2"	100.0		
		02-13-201						1"	96.1		
Date R	Received	02-11-201	9					3/4"	81.7		
Maximum	Dertiale e	ize: 2" Sieve	_					3/8"	77.2	6	
Maximum	rancie s	IZE. Z SIEVI	5					No. 4 No. 10	65.0 47.9		
				_	_						
			-	or the p	oortio	n Finer th	ian t	he No. 10		F.	
Anal <mark>ys</mark> is Ba	ased on	-3 inch fract	tion only					No. 40	40.6		
Crossifie	- Crestitu	2.60						No. 200 0.02 mn	36.1 1 26.3		
Specific	Gravity	2.69						0.005 mn			
Disperse	ed usina	Apparatus .	A - Mecha	nical fo	or 1 mi	nute		0.002 mn		8	
Disport	ou uomg	, apparatae ,		inioui, re		inato		0.001 mn			
										Ļ,	
	Coarse Gravel	Fine Gravel	C. Sand	Particle Medium §		Distribut			Silt	Clay	
ASTM	18.3	16.7	17.1	7.3		4.5			20.7	15.4	
AASHTO		Gravel 52.1		Coarse S 7.3	and	Fine San 4,5	d		Silt 24,7		lay 1.4
Sieve Size	e in inches			Sieve Size	in sieve r	numbers					
3	4	3/4 3/8	4 10	0 16	30 40			200			100
	A						-#				90
											90
						$\left  + + \right $	-++				
											70
											Percent Passing
			4								
					1						40 20
									4	10	20
											-A 10
							-11				
100		10		1	Diam	eter (mm)	0.1		0.01		0.001
					Brain						
Co	mments								_ Re	viewed By_	$\underline{K}$

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# ATTERBERG LIMITS

		ing KY - 019B						Project No.	178568003				
Source	019B	00060N-2, 2,0	-3.5', 5.0'-6.5'					Lab ID	282				
Tested Dy		KG	Test Method		00.0	T 00		% + No. 40 Date Received	59 02-11-2019				
Tested By Test Date	0	2-15-2019	Prepared	Dry	090	190		Date Received	02-11-2019				
Test Date	0.	2-15-2019	- Frepareu	Diy									
1	Wet Soil and Tare Mass		Dry Soil and				1						
			Tare Mass	Tare Ma	ss	Number	of	Water Content					
		(g)	(g)	(g)		Blows		(%)	Liquid Limit				
		19.90	17.35	11.10		35		40.8					
		18.85	16.50	10.93		27		42.2					
		20.44	17.67	11.20		24		42.8	43				
Ĺ													
		Liquid Limit											
	50	1			կան				1				
	48												
	46												
*	44												
MOISTURE CONTENT, %	42					+	-						
E L					_								
S	40												
JRE	38												
ISTI	36							-					
0 W	30												
	34												
	32												
	30 1	0		1	n			- 1					
	'	-		2	-	25		30	40 50				

NUMBER OF BLOWS

PLASTIC LIMIT	AND	PLASTICITY INDEX
	/ 11 10	

I	Wet Soil and	Dry Soil and		Water		
	Tare Mass	Tare Mass	Tare Mass	Content		
l	(g)	(g)	(g)	(%)	Plastic Limit	Plasticity Index
	18.83	17.50	11.54	22.3	23	20
	19.46	17.96	11.38	22.8		

#### Remarks:

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Project Name Bridging KY - 019B00060N

Moisture Content of Soil AASHTO T 265

Project Number 178568003 Tested By KG

											Louise L	22
Maximum Particle Size in Sample	No. 40	No. 4	1/2"	÷.	2**							
Recommended Minimum Mass (g)	10	100	300	500	1,000					F	Test Method AASHTO	AASHTO
Material Type: <u>Str</u> atified, <u>Lam</u> inated, <u>Len</u> sed, <u>Hom</u> ogeneous, <u>Dist</u> urbed	ogeneous, [	Disturbed										
					Maximum	Material	erial	Pass Min.		Wet Soil &	Dry Soil &	
			Date	Material	Particle	Excluded	ded	Mass?	Can Weight	Can Weight	CanWeight	Moisture
Source		Lab ID	Tested	Type	Size	Amount	Size	(N/X)	(B)	(B)	(6)	Content (%)
019B00060N-1, 2.0'-3.5'		279	2/12/19	Hom	1/2"			No	20.83	65.93	58.54	19.6
019B00060N-1, 5.0'-6.5'		280	2/12/19	Dist	4"	10	1/2"	No	21.18	67.38	59.15	21.7
019B00060N-1, 10.0'-11.2'		281	2/12/19	Dist	1"	9	1/2"	No	21.63	98.30	92.59	8.0
019B00060N-2, 2.0'-3.5'		283	2/12/19	Hom	1"	2	1/2"	No	21.82	94.67	79.67	25.9
019B00060N-2, 5.0'-6.5'		284	2/12/19	Dist	L	8	1/2"	No	22.20	87.58	74.96	23.9
019B00060N-2, 10.0'-11.5'		285	2/12/19	Dist	2"			No	281.15	749.48	678.04	18.0
019B00060N-2, 15.0'-16.5'		286	2/12/19	Dist	2"	4	1/2"	No	21.41	109.26	95.19	19.1

Comments

Re

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CAMPBELL COUNTY STP BRZ 9030 (152)

Report Date: 02/21/2019

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(	1	-	7

Project Name Bridging KY

Project Number 178568003

KM 64 - 513

Slake Durability Index

					Initial	Final		
			Fragment	Testing	Dry Wt.	Dry Wt.	SDI	Jar
Source	Depth	Material Description	Description	Dates	(B)	(g)	(%)	Slake
287 019B00060N-1	19.5'-20.0'	19.5'-20.0' Shale, gray, brittle	Type II	02/06/2019 - 02/08/2019	417.32	144.01	34.5	2
288 019B00060N-2	25.6'-26.1' Shale, gray	Shale, gray	Type III	02/06/2019 - 02/08/2019	482.31	378.62	78.5	e

Comments\_\_\_\_

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# PART II

# SPECIFICATIONS AND STANDARD DRAWINGS

# **SPECIFICATIONS REFERENCE**

Any reference in the plans or proposal to previous editions of the *Standard Specifications* for Road and Bridge Construction and Standard Drawings are superseded by Standard Specifications for Road and Bridge Construction, Edition of 2019 and Standard Drawings, Edition of 2016.

# SUPPLEMENTAL SPECIFICATIONS

The contractor shall use the Supplemental Specifications that are effective at the time of letting. The Supplemental Specifications can be found at the following link:

http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx

#### SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

This Special Note will apply when indicated on the plans or in the proposal.

**1.0 DESCRIPTION.** Furnish, install, operate, and maintain variable message signs at the locations shown on the plans or designated by the Engineer. Remove and retain possession of variable message signs when they are no longer needed on the project.

#### 2.0 MATERIALS.

**2.1 General.** Use LED Variable Message Signs Class I, II, or III, as appropriate, from the Department's List of Approved Materials.

Unclassified signs may be submitted for approval by the Engineer. The Engineer may require a daytime and nighttime demonstration. The Engineer will make a final decision within 30 days after all required information is received.

#### 2.2 Sign and Controls. All signs must:

- 1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- Provide at least 40 preprogrammed messages available for use at any time. Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
  - a) Keyboard or keypad.
  - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
  - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
  - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.

- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.
- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

/KEEP/RIGHT/⇒⇒⇒/ /KEEP/LEFT/⇐⇐⇐/ /LOOSE/GRAVEL/AHEAD/ /RD WORK/NEXT/\*\*MILES/ /TWO WAY/TRAFFIC/AHEAD/ /PAINT/CREW/AHEAD/ /REDUCE/SPEED/\*\*MPH/ /BRIDGE/WORK/\*\*\*0 FT/ /MAX/SPEED/\*\*MPH/ /SURVEY/PARTY/AHEAD/ /MIN/SPEED/\*\*MPH/ /ICY/BRIDGE/AHEAD/ /ONE LANE/BRIDGE/AHEAD/ /ROUGH/ROAD/AHEAD/ /MERGING/TRAFFIC/AHEAD/ /NEXT/\*\*\*/MILES/ /HEAVY/TRAFFIC/AHEAD/ /SPEED/LIMIT/\*\*MPH/ /BUMP/AHEAD/ /TWO/WAY/TRAFFIC/

\*Insert numerals as directed by the Engineer. Add other messages during the project when required by the Engineer.

- 2.3 Power.
- 1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.

**3.0 CONSTRUCTION.** Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

Maintain the sign in proper working order, including repair of any damage done by others, until completion of the project. When the sign becomes inoperative, immediately repair or replace the sign. Repetitive problems with the same unit will be cause for rejection and replacement.

Use only project related messages and messages directed by the Engineer, unnecessary messages lessen the impact of the sign. Ensure the message is displayed in either one or 2 phases with each phase having no more than 3 lines of text. When no message is needed, but it is necessary to know if the sign is operable, flash only a pixel.

When the sign is not needed, move it outside the clear zone or where the Engineer directs. Variable Message Signs are the property of the Contractor and shall be removed from the project when no longer needed. The Department will not assume ownership of these signs.

4.0 MEASUREMENT. The final quantity of Variable Message Sign will be

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the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

**5.0 PAYMENT.** The Department will pay for the Variable Message Signs at the unit price each. The Department will not pay for signs replaced due to damage or rejection. Payment is full compensation for furnishing all materials, labor, equipment, and service necessary to, operate, move, repair, and maintain or replace the variable message signs. The Department will make payment for the completed and accepted quantities under the following:

CodePay Item02671Portable Changeable Message Sign

Effective June 15, 2012

Pay Unit

Each

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#### SPECIAL NOTE FOR CORROSION RESISTANT GUARDRAIL

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

**1.0 DESCRIPTION.** Furnish and install all necessary material for each type of guardrail according to Section 719.

#### 2.0 MATERIALS.

- 2.1 Shapes and Plates. Conform to ASTM A 588.
- 2.2 Fasteners. Conform to AASHTO M 164, Type 3.

**2.3 W-Beams, W-Beam Terminal Section, and W-Beam End Treatments.** Conform to ASTM A 606, Type 4 and AASHTO M 180 Type IV. Provide the class the Contract specifies.

**2.4 Posts.** Use timber posts conforming to Subsection 814.04.02.

**3.0 CONSTRUCTION.** Do not paint or galvanize. Handle and store guardrail beams so that the traffic face of these beams, used in a continuous run of guardrail, shows no distinctive color differential.

**4.0 MEASUREMENT.** The Department will measure the quantity of each type guardrail according to Section 719.

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

Code	Pay Item	Pay Unit
	Guardrail - Steel W Bm-SFace CR	Linear Feet
	Guardrail - Steel W Bm-DFace CR	Linear Feet
	Guardrail Terminal Section, Type, CR	Each
	Guardrail End Treatment, Type, CR	Each
	Guardrail Con To Br End, Type, CR	Each
	Guardrail Con To Concrete Median Barrier CR	Each
	Guardrail Con To Shoulder Bridge Pier, Type, CR	Each

The Department will consider payment as full compensation for all work required in this note.

June 15, 2012

# SPECIAL NOTE FOR LONGITUDINAL PAVEMENT JOINT ADHESIVE

1. DESCRIPTION. This specification covers the requirements and practices for applying an asphalt adhesive material to the longitudinal joint of the surface course of an asphalt pavement. Apply the adhesive to the face of longitudinal joint between driving lanes for the first lane paved. Then, place and compact the adjacent lane against the treated face to produce a strong, durable, waterproof longitudinal joint.

### 2. MATERIALS, EQUIPMENT, AND PERSONNEL.

2.1 Joint Adhesive. Provide material conforming to Subsection 2.1.1.

2.1.1 Provide an adhesive conforming to the following requirements:

Property	Specification	Test Procedure
Viscosity, 400 ° F (Pa·s)	4.0 - 10.0	ASTM D 4402
Cone Penetration, 77 ° F	60 - 100	ASTM D 5329
Flow, 140 ° F (mm)	5.0 max.	ASTM D 5329
Resilience, 77 ° F (%)	30 min.	ASTM D 5329
Ductility, 77 ° F (cm)	30.0 min.	ASTM D 113
Ductility, 39 ° F (cm)	30.0 min.	ASTM D 113
Tensile Adhesion, 77 ° F (%)	500 min.	ASTM D 5329, Type II
Softening Point, ° F	171 min.	AASHTO T 53
Asphalt Compatibility	Pass	ASTM D 5329

Ensure the temperature of the pavement joint adhesive is between 380 and 410  $^{\circ}$ F when the material is extruded in a 0.125-inch-thick band over the entire face of the longitudinal joint.

### 2.2. Equipment.

2.2.1 Melter Kettle. Provide an oil-jacketed, double-boiler, melter kettle equipped with any needed agitation and recirculating systems.

2.2.2 Applicator System. Provide a pressure-feed-wand applicator system with an applicator shoe attached.

2.3 Personnel. Ensure a technical representative from the manufacturer of the pavement joint adhesive is present during the initial construction activities and available upon the request of the Engineer.

# 3. CONSTRUCTION.

3.1 Surface Preparation. Prior to the application of the pavement joint adhesive, ensure the face of the longitudinal joint is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the joint face by the use of compressed air.

Ensure this preparation process occurs shortly before application to prevent the return of debris on the joint face.

3.2 Pavement Joint Adhesive Application. Ensure the ambient temperature is a minimum of 40  $^{\circ}$  F during the application of the pavement joint adhesive. Prior to applying the adhesive, demonstrate competence in applying the adhesive according to this note to the satisfaction of the Engineer. Heat the adhesive in the melter kettle to the specified temperature range. Pump the adhesive from the melter kettle through the wand onto the vertical face of the cold joint. Apply the adhesive in a continuous band over the entire face of the longitudinal joint. Do not use excessive material in either thickness or location. Ensure the edge of the extruded adhesive material is flush with the surface of the pavement. Then, place and compact the adjacent lane against the joint face. Remove any excessive material extruded from the joint after compaction (a small line of material may remain).

3.3 Pavement Joint Adhesive Certification. Furnish the joint adhesive's certification to the Engineer stating the material conforms to all requirements herein prior to use.

3.4 Sampling and Testing. The Department will require a random sample of pavement joint adhesive from each manufacturer's lot of material. Extrude two 5 lb. samples of the heated material and forward the sample to the Division of Materials for testing. Reynolds oven bags, turkey size, placed inside small cardboard boxes or cement cylinder molds have been found suitable. Ensure the product temperature is 400°F or below at the time of sampling.

- 4. MEASUREMENT. The Department will measure the quantity of Pavement Joint Adhesive in linear feet. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of Pavement Joint Adhesive, the cleaning of the joint face, or furnishing and placing the adhesive. The Department will consider all such items incidental to the Pavement Joint Adhesive.
- 5. PAYMENT. The Department will pay for the Pavement Joint Adhesive at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

# 11N

Pavement Joint	Adhesive l	Price Ad	justment	Schedul	e	
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay
Joint A	dhesive Referen	ced in Subse	ection 2.1.1			
Viscosity, 400 ° F (Pa•s)			3.0-3.4	2.5-2.9	2.0-2.4	≤1.9
ASTM D 3236	4.0-10.0	3.5-10.5	10.6-11.0	11.1-11.5	11.6-12.0	≥ 12.1
Cone Penetration, 77 ° F			54-56	51-53	48-50	≤47
ASTM D 5329	60-100	57-103	104-106	107-109	110-112	≥113
Flow, 140 ° F (mm) ASTM D 5329	≤ 5.0	≤ 5.5	5.6-6.0	6.1-6.5	6.6-7.0	≥ 7.1
Resilience, 77 ° F (%) ASTM D 5329	≥ 30	≥28	26-27	24-25	22-23	≤21
Tensile Adhesion, 77 ° F (%) ASTM D 5329	≥ 500	≥490	480-489	470-479	460-469	≤ 459
Softening Point, °F AASHTO T 53	≥ 171	≥169	166-168	163-165	160-162	≤159
Ductility, 77 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9
Ductility, 39 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9

<u>Code</u> 20071EC

Pay Item Joint Adhesive <u>Pay Unit</u> Linear Foot

May 7, 2014

CAMPBELL COUNTY STP BRZ 9030 (152)

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#### SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES

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

**1.0 DESCRIPTION.** Construct a soil, granular, or rock embankment with soil, granular or cohesive pile core and place structure granular backfill, as the Plans require. Construct the embankment according to the requirements of this Special Provision, the Plans, Standard Drawing RGX 100 and 105, and the Standard Specifications, Current Edition.

#### 2.0 MATERIALS.

**2.1 Granular Embankment.** Conform to Subsection 805.10. When Granular Embankment materials are erodible or unstable according to Subsection 805.03.04, use the Special Construction Methods found in 3.2 of the Special Provision.

**2.2 Rock Embankment.** Provide durable rock from roadway excavation that consists principally of Unweathered Limestone, Durable Shale (SDI equal to or greater than 95 according to KM 64-513), or Durable Sandstone.

**2.3 Pile Core.** Provide a pile core in the area of the embankments where deep foundations are to be installed unless otherwise specified. The Pile Core is the zone indicated on Standard Drawings RGX 100 and 105 designated as Pile Core. Material control of the pile core area during embankment construction is always required. Proper Pile Core construction is required for installation of foundation elements such as drilled or driven piles or drilled shafts. The type of material used to construct the pile core is as directed in the plans or below. Typically, the pile core area will be constructed from the same material used to construct the surrounding embankment. Pile Core can be classified as one of three types:

A) **Pile Core** - Conform to Section 206 of the Standard Specifications. Provide pile core material consisting of the same material as the adjacent embankment except the material in the pile core area shall be free of boulders or particle sizes larger than 4 inches in any dimension or any other obstructions that may hinder pile driving operations. If the pile core material hinders pile driving operations, take the appropriate means necessary to reach the required pile tip elevation, at no expense to the Department.

**B)** Granular Pile Core. Granular pile core is required only when specified in the plans. Select a gradation of durable rock to facilitate pile driving that conforms to Subsection 805.11. If granular pile core material hinders pile driving operations, take appropriate means necessary to reach the required pile tip elevation, at no expense to the Department.

**C)** Cohesive Pile Core. Cohesive Pile Core is required only when specified in the plans. Conform to Section 206 of the Standard Specifications and use soil with at least 50 percent passing a No. 4 sieve having a minimum Plasticity Index (PI) of 10. In addition, keep the cohesive pile core free of boulders, larger than 4 inches in any dimension, or any other obstructions, which would interfere with drilling operations. If cohesive pile core material interferes with drilling operations, take appropriate means necessary to maintain

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excavation stability, at no expense to the Department.

#### 2.4 Structure Granular Backfill. Conform to Subsection 805.11

#### **2.5 Geotextile Fabric.** Conform to Type I or Type IV in Section 214 and 843.

#### 3.0 CONSTRUCTION.

**3.1 General.** Construct roadway embankments at end bents according to Section 206 and in accordance with the Special Provision, the Plans, and Standard Drawings for the full embankment section. In some instances, granular or rock embankment will be required for embankment construction for stability purposes, but this special provision does not prevent the use of soil when appropriate. Refer to the plans for specific details regarding material requirements for embankment construction.

Place and compact the pile core and structure granular backfill according to the applicable density requirements for the project. If the embankment and pile core are dissimilar materials (i.e., a granular pile core is used with a soil embankment or a cohesive pile core is used with a granular embankment), a Geotextile Fabric, Type IV, will be required between the pile core and embankment in accordance with Sections 214 and 843 of the Standard Specifications.

When granular or rock embankment is required for embankment construction, conform to the general requirements of Subsection 206.03.02 B. In addition, place the material in no greater than 2-foot loose lifts and compact with a vibrating smooth wheel roller capable of producing a minimum centrifugal force of 15 tons. Apply these requirements to the full width of the embankment for a distance of half the embankment height or 50 feet, whichever is greater, as shown on Standard Drawing RGX-105.

When using granular pile core, install 8-inch perforated underdrain pipe at or near the elevation of the original ground in the approximate locations depicted on the standard drawing, and as the Engineer directs, to ensure positive drainage of the embankment. Wrap the perforated pipe with a fabric of a type recommended by the pipe manufacturer.

After constructing the embankment, excavate for the end bent cap, drive piling, install shafts or other foundation elements, place the mortar bed, construct the end bent, and complete the embankment to finish grade according to the construction sequence shown on the Plans or Standard Drawings and as specified hereinafter.

Certain projects may require widening of existing embankments and the removal of substructures. Construct embankment according to the plans. Substructure removal shall be completed according to the plans and Section 203. Excavation may be required at the existing embankment in order to place the structure granular backfill as shown in the Standard Drawings.

After piles are driven or shafts installed (see design drawings), slope the bottom of the excavation towards the ends of the trench as noted on the plans for drainage. Using a separate pour, place concrete mortar, or any class concrete, to provide a base for forming and placing the cap. Place side forms for the end bent after the mortar has set sufficiently to support workmen and forms without being disturbed.

Install 4-inch perforated pipe in accordance with the plans and Standard Drawings. In the event slope protection extends above the elevation of the perforated pipe, extend the pipe through the slope protection.

After placing the end bent cap and achieving required concrete cylinder strengths, remove adjacent forms and fill the excavation with compacted structure granular backfill material (maximum 1' loose lifts) to the level of the berm prior to placing beams for the bridge. Place Type IV geotextile fabric between embankment material and structure granular backfill. After completing the end bent backwall, or after completing the span end

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wall, place the compacted structure granular backfill (maximum 1' loose lifts) to subgrade elevation. If the original excavation is enlarged, fill the entire volume with compacted structure granular backfill (maximum 1' loose lifts) at no expense to the Department. Do not place backfill before removing adjacent form work. Place structure granular backfill material in trench ditches at the ends of the excavation. Place Geotextile Fabric, Type IV over the surface of the compacted structure granular backfill prior to placing aggregate base course.

Tamp the backfill with hand tampers, pneumatic tampers, or other means approved by the Engineer. Thoroughly compact the backfill under the overhanging portions of the structure to ensure that the backfill is in intimate contact with the sides of the structure.

Do not apply seeding, sodding, or other vegetation to the exposed granular embankment.

**3.2 Special Construction Methods.** Erodible or unstable materials may erode even when protected by riprap or channel lining; use the special construction method described below when using these materials.

Use fine aggregates or friable sandstone granular embankment at "dry land" structures only. Do not use them at stream crossings or locations subject to flood waters.

For erodible or unstable materials having 50 percent or more passing the No. 4 sieve, protect with geotextile fabric. Extend the fabric from the original ground to the top of slope over the entire area of the embankment slopes on each side of, and in front of, the end bent. Cover the fabric with at least 12 inches of non-erodible material.

For erodible or unstable materials having less than 50 percent passing a No. 4 sieve, cover with at least 12 inches of non-erodible material.

Where erodible or unstable granular embankment will be protected by riprap or channel lining, place Type IV geotextile fabric between the embankment and the specified slope protection.

#### 4.0 MEASUREMENT.

**4.1 Granular Embankment**. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure for payment any Granular Embankment that is not called for in the plans.

The Department will not measure for payment any special construction caused by using erodible or unstable materials and will consider it incidental to the Granular Embankment regardless of whether the erodible or unstable material was specified or permitted.

**4.2 Rock Embankment.** The Department will not measure for payment any rock embankment and will consider it incidental to roadway excavation or embankment in place, as applicable. Rock embankments will be constructed using granular embankment on projects where there is no available rock present within the excavation limits of the project.

**4.3 Pile Core.** Pile core will be measured and paid under roadway excavation or embankment in place, as applicable. The Department will not measure the pile core for separate payment. The Department will not measure for payment the 8-inch perforated underdrain pipe and will consider it incidental to the Pile Core.

**4.4 Structure Granular Backfill.** The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure any additional material required for backfill outside the limits shown on the Plans and Standard Drawings for payment and will

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consider it incidental to the work.

The Department will not measure for payment the 4-inch perforated underdrain pipe and will consider it incidental to the Structure Granular Backfill.

**4.5 Geotextile Fabric.** The Department will not measure the quantity of fabric used for separating dissimilar materials when constructing the embankment and pile core and will consider it incidental to embankment construction.

The Department will not measure for payment the Geotextile Fabric used to separate the Structure Granular Backfill from the embankment and aggregate base course and will consider it incidental to Structure Granular Backfill.

The Department will not measure for payment the Geotextile Fabric required for construction with erodible or unstable materials and will consider it incidental to embankment construction.

**4.6 End Bent.** The Department will measure the quantities according to the Contract. The Department will not measure furnishing and placing the 2-inch mortar or concrete bed for payment and will consider it incidental to the end bent construction.

**4.7 Structure Excavation.** The Department will not measure structure excavation on new embankments for payment and will consider it incidental to the Structure Granular Backfill or Concrete as applicable.

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

Code	Pay Item	Pay Unit
02223	Granular Embankment	Cubic Yards
02231	Structure Granular Backfill	Cubic Yards

The Department will consider payment as full compensation for all work required in this provision.

September 16, 2016

# STANDARD DRAWINGS HEADWALL SUPPLEMENT THAT APPLY

### **ROADWAY** ~ *PIPE AND BOX CULVERT HEADWALLS* ~ PIPE CULVERT HEADWALLS

<u>12" – 27" - SINGLE LINE PIPE</u>

CONCRETE HEADWALLS FOR 12" - 27" CIRCULAR PIPE CULVERTS	RDH-005-02
CONCRETE HEADWALLS FOR 15" - 27" NON-CIRCULAR PIPE CULVERTS	RDH-010-02
SLOPED AND FLARED HEADWALLS FOR 12" TO 27" PIPE	RDH-020-03
SLOPED AND PARALLEL HEADWALLS, 12" TO 21" PIPE	RDH-030-03
U-TYPE HEADWALLS	

#### <u>30" – 108" - SINGLE LINE PIPE</u>

PIPE CULVERT HEADWALLS, 0° SKEW (LAYOUT AND STEEL PATTERN)	
PIPE CULVERT HEADWALLS, 15°, 30°, AND 45° SKEW (LAYOUT AND STEEL PATTERN)	RDH-120-02
DIMENSIONS AND QUANTITIES, 30" TO 108" HEADWALLS, CIRCULAR PIPE, 0° SKEW	RDH-210-03
DIMENSIONS AND QUANTITIES, 30" TO 108" HEADWALLS, CIRCULAR PIPE, 15° SKEW	RDH-212-02
DIMENSIONS AND QUANTITIES, 30" TO 108" HEADWALLS, CIRCULAR PIPE, 30° SKEW	RDH-214-03
DIMENSIONS AND QUANTITIES, 30" TO 108" HEADWALLS, CIRCULAR PIPE, 45° SKEW	RDH-216-02
DIMENSIONS AND QUANTITIES, 30" TO 72" HEADWALLS, NON-CIRCULAR PIPE,	
0° SKEW	RDH-220-02
DIMENSIONS AND QUANTITIES, 30" TO 72" HEADWALLS, NON-CIRCULAR PIPE,	
15° SKEW	RDH-222-02
DIMENSIONS AND QUANTITIES, 30" TO 72" HEADWALLS, NON-CIRCULAR PIPE,	
30° SKEW	RDH-224-02
DIMENSIONS AND QUANTITIES, 30" TO 72" HEADWALLS, NON-CIRCULAR PIPE,	
45° SKEW	RDH-226-02
BILL OF REINFORCEMENT 30" TO 90" DIAMETER, CIRCULAR PIPE, HEADWALLS,	
0°• SKEW	RDH-310-04
BILL OF REINFORCEMENT 96" TO 108" DIAMETER, CIRCULAR PIPE, HEADWALLS,	
0° SKEW	RDH-312-04
BILL OF REINFORCEMENT 30" TO 72" DIAMETER, CIRCULAR PIPE, HEADWALLS,	
15° SKEW	RDH-320-04
BILL OF REINFORCEMENT 78" TO 108" DIAMETER, CIRCULAR PIPE, HEADWALLS,	
15° SKEW	RDH-322-04
BILL OF REINFORCEMENT 30" TO 66" DIAMETER, CIRCULAR PIPE, HEADWALLS,	
30° SKEW	RDH-330-04
BILL OF REINFORCEMENT 72" TO 96" DIAMETER, CIRCULAR PIPE, HEADWALLS,	
30° SKEW	RDH-332-03
BILL OF REINFORCEMENT 102" TO 108" DIAMETER, CIRCULAR PIPE, HEADWALLS,	
30° SKEW	RDH-334-04
BILL OF REINFORCEMENT 30" TO 66" DIAMETER, CIRCULAR PIPE, HEADWALLS,	
45° SKEW	RDH-340-05
BILL OF REINFORCEMENT 72" TO 96" DIAMETER, CIRCULAR PIPE, HEADWALLS,	
45° SKEW	RDH-342-04
BILL OF REINFORCEMENT 102" TO 108" DIAMETER, CIRCULAR PIPE, HEADWALLS,	
45° SKEW	
BILL OF REINFORCEMENT 30" TO 72" DIAMETER, NON-CIRCULAR PIPE, 0° SKEW	
BILL OF REINFORCEMENT 30" TO 72" DIAMETER, NON-CIRCULAR PIPE, 15° SKEW	
BILL OF REINFORCEMENT 30" TO 60" DIAMETER, NON-CIRCULAR PIPE, 30° SKEW	
BILL OF REINFORCEMENT 66" TO 72" DIAMETER, NON-CIRCULAR PIPE, 30° SKEW	
BILL OF REINFORCEMENT 30" TO 60" DIAMETER, NON-CIRCULAR PIPE, 45° SKEW	RDH-380-04

### BILL OF REINFORCEMENT 66" TO 72" DIAMETER, NON-CIRCULAR PIPE, 45° SKEW ...... RDH-382-04

7'-0"X 5'-1" – 15'-4" X 9'-3" SINGLE LINE PIPE STEEL PIPE ARCH HEADWALLS - 0° SKEW (PIPE RISE LESS THAN 6'- 0") (LAYOUT STEEL PIPE ARCH HEADWALLS - 0° SKEW (PIPE RISE 6'- 0" OR GREATER) (LAYOUT STEEL PIPE ARCH HEADWALLS - 15° - 30° - 45° SKEW (PIPE RISE LESS THAN 6'-0") (LAYOUT AND STEEL PATTERN) ......RDH-410-02 STEEL PIPE ARCH HEADWALLS - 15° - 30° - 45° SKEW (PIPE RISE 6'- 0" OR GREATER) DIMENSIONS STEEL PIPE ARCHES - 0° SKEW AND 15° SKEW ......RDH-420-02 DIMENSIONS STEEL PIPE ARCHES - 30° SKEW AND 45° SKEW ......RDH-425-02 BILL OF REINFORCEMENT 7'- 0" X 5'-1" - 15'- 4" X 9'-3" STEEL PIPE ARCHES - 0° SKEW ..... RDH-435-04 BILL OF REINFORCEMENT 7'- 0" X 5'- 1" - 12'- 10" X 8'- 4" STEEL PIPE ARCHES -15° SKEW RDH-440-03 BILL OF REINFORCEMENT 7'- 0" X 5'- 1" - 12'- 10" X 8'- 4" STEEL PIPE ARCHES -30° SKEW RDH-450-03 BILL OF REINFORCEMENT 15'-4" X 9'-3" STEEL PIPE ARCHES - 30° SKEW ......RDH-455-03 BILL OF REINFORCEMENT 7'- 0" X 5'- 1" - 11'- 5" X 7'- 3" STEEL PIPE ARCHES -45° SKEW.. RDH-460-03 BILL OF REINFORCEMENT 12'- 10" X 8'- 4" - 15'- 4" X 9'- 3" STEEL PIPE ARCHES -

### <u>18" – 48" MULTIPLE LINE PIPE</u>

18" – 24" DOUBLE AND TRIPLE PIPE CULVERT HEADWALLS AT 0° SKEW	RDH-500-03
DOUBLE PIPE CULVERT HEADWALLS, 0° SKEW	RDH-510-04
TRIPLE PIPE CULVERT HEADWALLS, 0° SKEW	RDH-520-05
DIMENSIONS AND QUANTITIES 30" – 48" DOUBLE AND TRIPLE HEADWALLS,	
CIRCULAR PIPE, 0° SKEW	RDH-522-02
BILL OF REINFORCEMENT 30" – 48" DOUBLE AND TRIPLE HEADWALLS, CIRCULAR	
PIPE, 0° SKEW	RDH-524-03
DOUBLE PIPE CULVERT HEADWALLS, 15° - 30° AND 45° SKEW	RDH-530-04
DIMENSIONS AND QUANTITIES 30" – 48" DOUBLE HEADWALLS, CIRCULAR PIPE,	
15° - 30° - 45° SKEW	RDH-532-04
BILL OF REINFORCEMENT 30" – 48" DOUBLE HEADWALLS, CIRCULAR PIPE,	
15° - 30° SKEW	RDH-534-03
BILL OF REINFORCEMENT 30" - 48" DOUBLE HEADWALLS, CIRCULAR PIPE, 45° SKEW	RDH-536-03

### BOX CULVERT HEADWALLS

3' X 2' – 12' X 12' SINGLE LINE BOX	
PRECAST BOX CULVERT HEADWALLS - 0° SKEW (BOX RISE LESS THAN 6'- 0")	
(LAYOUT AND STEEL PATTERN) RD	H-1000-02
PRECAST BOX CULVERT HEADWALLS - 0° SKEW (BOX RISE 6'- 0" OR GREATER)	
(LAYOUT AND STEEL PATTERN) RD	H-1005-02
PRECAST BOX CULVERT HEADWALLS - 15° - 30° AND 45° SKEW (BOX RISE LESS	
THAN 6'-0") (LAYOUT AND STEEL PATTERN)RD	H-1010-02
PRECAST BOX CULVERT HEADWALLS - 15° - 30°• AND 45° SKEW (BOX RISE 6'- 0"	
OR GREATER) (LAYOUT AND STEEL PATTERN) RD	H-1015-02
DIMENSIONS 3' X 2' - 6' X 6' HEADWALLS, PRECAST BOX CULVERT - 0° SKEW RD	H-1100-02
DIMENSIONS 7' X 4' - 9' X 9' HEADWALLS, PRECAST BOX CULVERT - 0° SKEW RD	H-1105-02
DIMENSIONS 10' X 5' - 11' X 11' HEADWALLS, PRECAST BOX CULVERT - 0° SKEW RD	H-1110-02
DIMENSIONS 12' X 4' - 12' X 12' HEADWALLS, PRECAST BOX CULVERT - 0° SKEW RD	H-1115-02
DIMENSIONS 3' X 2' - 6' X 6' HEADWALLS, PRECAST BOX CULVERT - 15° SKEWRD	H-1120-02
DIMENSIONS 7' X 4' – 9' X 9' HEADWALLS, PRECAST BOX CULVERT - 15° SKEWRD	H-1125-02

DIMENSIONS 10' X 5' - 11' X 11' HEADWALLS, PRECAST BOX CULVERT - 15° SKEW RDH-1130-02
DIMENSIONS 12' X 4' - 12' X 12' HEADWALLS, PRECAST BOX CULVERT - 15° SKEW RDH-1135-02
DIMENSIONS 3' X 2' - 6' X 6' HEADWALLS, PRECAST BOX CULVERT - 30° SKEW RDH-1140-02
DIMENSIONS 7' X 4' – 9' X 9' HEADWALLS, PRECAST BOX CULVERT - 30° SKEW RDH-1145-02
DIMENSIONS 10' X 5' - 11' X 11' HEADWALLS, PRECAST BOX CULVERT - 30° SKEW RDH-1150-02
DIMENSIONS 12' X 4' - 12' X 12' HEADWALLS, PRECAST BOX CULVERT - 30° SKEW RDH-1155-02
DIMENSIONS 3' X 2' - 6' X 6' HEADWALLS, PRECAST BOX CULVERT - 45° SKEW RDH-1160-02
DIMENSIONS 7' X 4' – 9' X 9' HEADWALLS, PRECAST BOX CULVERT - 45° SKEW RDH-1165-02
DIMENSIONS 10' X 5' - 11' X 11' HEADWALLS, PRECAST BOX CULVERT - 45° SKEW RDH-1170-02
DIMENSIONS 12' X 4' – 12' X 12' HEADWALLS, PRECAST BOX CULVERT - 45° SKEW RDH-1175-02
QUANTITIES 3' X 2' – 12' X 12' HEADWALLS, PRECAST BOX CULVERTS - 0° SKEW
QUANTITIES 3' X 2' – 12' X 12' HEADWALLS, PRECAST BOX CULVERTS - 15° SKEW
QUANTITIES 3' X 2' – 12' X 12' HEADWALLS, PRECAST BOX CULVERTS - 30° SKEW
QUANTITIES 3' X 2' – 12' X 12' HEADWALLS, PRECAST BOX CULVERTS - 45° SKEW
BILL OF REINFORCEMENT 3' X 2' – 7' X 4' HEADWALLS, PRECAST BOX CULVERTS -
0° SKEW
BILL OF REINFORCEMENT 7' X 5' – 9' X 7' HEADWALLS, PRECAST BOX CULVERTS -
0° SKEW
BILL OF REINFORCEMENT 9' X 8' – 11' X 4' HEADWALLS, PRECAST BOX CULVERTS -
0°• SKEW
BILL OF REINFORCEMENT 11' X 6' – 12' X 10' HEADWALLS, PRECAST BOX CULVERTS -
0° SKEW
BILL OF REINFORCEMENT 12' X 12' HEADWALLS, PRECAST BOX CULVERTS - 0° SKEW. RDH-1308-03 BILL OF REINFORCEMENT 3' X 2' – 5' X 5' HEADWALLS, PRECAST BOX CULVERTS -
BILL OF REINFORCEMENT 5 X 2 – 5 X 5 HEADWALLS, PRECAST BOX CULVERTS - 15° SKEW
IS' SKEW
BILL OF REINFORCEMENT 6 X 3 – 7 X 5 HEADWALLS, PRECAST BOX CULVERTS - 15° SKEW
15° SKEW
BILL OF REINFORCEMENT / X 6 – 8 X 6 HEADWALLS, PRECAST BOX CULVERTS - 15° SKEW
IS' SKEW
15° SKEW
15° SKEW
15° SKEW
BILL OF REINFORCEMENT 11' X 6' – 11' X 11' HEADWALLS, PRECAST BOX CULVERTS -
15° SKEW
BILL OF REINFORCEMENT 12' X 4' – 12' X 10' HEADWALLS, PRECAST BOX CULVERTS -
15° SKEW
BILL OF REINFORCEMENT 12' X 12' HEADWALLS, PRECAST BOX CULVERTS -
15° SKEW
BILL OF REINFORCEMENT 3' X 2' – 5' X 4' HEADWALLS, PRECAST BOX CULVERTS -
30° SKEW
BILL OF REINFORCEMENT 5' X 5' – 7' X 4' HEADWALLS, PRECAST BOX CULVERTS -
30° SKEW
BILL OF REINFORCEMENT 7' X 5' – 8' X 5' HEADWALLS, PRECAST BOX CULVERTS -
30° SKEW
BILL OF REINFORCEMENT 8' X 6' – 9' X 5' HEADWALLS, PRECAST BOX CULVERTS -
30° SKEW
BILL OF REINFORCEMENT 9' X 6' – 9' X 9' HEADWALLS, PRECAST BOX CULVERTS -
30° SKEW
BILL OF REINFORCEMENT 10' X 5' – 10' X 8' HEADWALLS, PRECAST BOX CULVERTS -
30° SKEW
BILL OF REINFORCEMENT 10' X 9' – 11' X 6' HEADWALLS, PRECAST BOX CULVERTS -

30° SKEW	
BILL OF REINFORCEMENT 11' X 8' - 11' X 11' HEADWALLS, PRECAST BOX CULVERTS -	
30° SKEW	RDH-1342-03
BILL OF REINFORCEMENT 12' X 4' – 12' X 8' HEADWALLS, PRECAST BOX CULVERTS -	
30°• SKEW	RDH-1344-03
BILL OF REINFORCEMENT 12' X 10' – 12' X 12' HEADWALLS, PRECAST BOX	
CULVERTS - 30° SKEW	RDH-1346-03
BILL OF REINFORCEMENT 3' X 2' – 5' X 3' HEADWALLS, PRECAST BOX CULVERTS -	
45° SKEW	RDH-1348-03
BILL OF REINFORCEMENT 5' X 4' – 6' X 5' HEADWALLS, PRECAST BOX CULVERTS -	
45° SKEW	RDH-1350-03
BILL OF REINFORCEMENT 6' X 6' – 7' X 6' HEADWALLS, PRECAST BOX CULVERTS -	
45° SKEW	RDH-1352-04
BILL OF REINFORCEMENT 7' X 7' – 8' X 6' HEADWALLS, PRECAST BOX CULVERTS -	
45° SKEW	RDH-1354-03
BILL OF REINFORCEMENT 8' X 7' – 9' X 6' HEADWALLS, PRECAST BOX CULVERTS -	
45° SKEW	RDH-1356-03
BILL OF REINFORCEMENT 9' X 7' – 9' X 9' HEADWALLS, PRECAST BOX CULVERTS -	
45° SKEW	RDH-1358-03
BILL OF REINFORCEMENT 10' X 5' – 10' X 7' HEADWALLS, PRECAST BOX CULVERTS -	
45° SKEW	RDH-1360-03
BILL OF REINFORCEMENT 10' X 8' - 10' X 10' HEADWALLS, PRECAST BOX CULVERTS -	
45° SKEW	RDH-1362-03
BILL OF REINFORCEMENT 11' X 4' – 11' X 8' HEADWALLS, PRECAST BOX CULVERTS -	
45° SKEW	RDH-1364-03
BILL OF REINFORCEMENT 11' X 10' – 12' X 4' HEADWALLS, PRECAST BOX CULVERTS -	
45° SKEW	
BILL OF REINFORCEMENT 12' X 6' - 12' X 10' HEADWALLS, PRECAST BOX CULVERTS -	
45° SKEW	RDH-1368-03
BILL OF REINFORCEMENT 12' X 12' HEADWALLS, PRECAST BOX CULVERTS -	
45° SKEW	RDH-1370-03

# PART III

# EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

#### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- Implementation of Clean Air Act and Federal Water Pollution Control Act
   Compliance with Governmentwide Suspension and
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### **II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-thejob training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <u>Form FHWA-1391</u>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-ofway of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30. d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

# V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

#### 2. Violation; liability for unpaid wages; liquidated

damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

 the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

T h is p r o v i s i o n i s applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

# VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

T h is p r o v i s i o n i s applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federalaid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

# IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractor). as uppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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#### 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

#### XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

## EMPLOYMENT REQUIREMENTS RELATING TO NONDISCRIMINATION OF EMPLOYEES (APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)

#### AN ACT OF THE KENTUCKY GENERAL ASSEMBLY TO PREVENT DISCRIMINATION IN EMPLOYMENT

#### KRS CHAPTER 344 EFFECTIVE JUNE 16, 1972

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

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (forty and above); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age forty (40) and over. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, except that such a notice or advertisement may indicate a preference, limitation, or specification based on religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, when religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, is a bona fide occupational qualification for employment.

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age forty (40) and over, in admission to, or employment in any program established to provide apprenticeship or other training. 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administrating agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Revised: January 25, 2017

## Standard Title VI/Non-Discrimination Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will\_not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- [4. Information and Reports: The contractor will\_provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

# Standard Title VI/Non-Discrimination Statutes and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **EXECUTIVE BRANCH CODE OF ETHICS**

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

KRS 11A.040 (7) provides:

No present or former public servant shall, within six (6) months following termination of his office or employment, accept employment, compensation, or other economic benefit from any person or business that contracts or does business with, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved during the last thirtysix (36) months of his tenure in state government. This subsection shall not prohibit the performance of ministerial functions, including but not limited to filing tax returns, filing applications for permits or licenses, or filing incorporation papers, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

A former public servant shall not represent a person or business before a state agency in a matter in which the former public servant was directly involved during the last thirty-six (36) months of his tenure, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 3 Fountain Place, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: January 27, 2017

"General Decision Number: KY20200039 01/03/2020

Superseded General Decision Number: KY20190039

State: Kentucky

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least

the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/03/2020

BRKY0002-005 06/01/2017

	Rates	Fringes
BRICKLAYER		13.01
BROH0001-005 06/01/2008		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		8.60
CARP0698-001 05/01/2014		
BOONE, CAMPBELL, KENTON & PENDLET	TON COUNTIES:	
	Rates	Fringes
Carpenter & Piledrivermen	\$ 27.27	14.59
Diver		9.69

## \* ELEC0212-007 06/03/2019

ELECTRICIAN	\$ 30.18	18.89
ELEC0212-013 11/26/2018		
	Rates	Fringes
	Raceb	1111900
Sound & Communication		
Cechnician	\$ 24.35	10.99
ENGI0018-013 05/01/2019		
	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	\$ 37.39	14.95
GROUP 2	\$ 37.27	14.95
GROUP 3	\$ 36.23	14.95
GROUP 4	\$ 35.05	14.95
GROUP 5	\$ 29.59	14.95
GROUP 6	\$ 37.64	14.95
GROUP 7	\$ 37.89	14.95
DPERATING ENGINEER CLASSIFICATION	S	
GROUP 1 - Air Compressor on Ste	el Erectic	on; Barrier Moving
Machine; Boiler Operator on Com	pressor or	Generator when
mounted on a Rig; Cableway; Com	bination C	Concrete Mixer &
Tower; Concrete Plant (over 4 y	d. Capacit	y); Concrete Pump;
Crane (All Types, Including Boo	m Truck, C	Cherry Picker);
Crane-Compact, Track or Rubber	over 4,000	lbs. capacity;
Cranes-Self Erecting, Stationar	y, Track c	or Truck (All
Configurations); Derrick; Dragl	ine; Dredg	ge (Dipper, Clam or
Suction); Elevating Grader or E	uclid Load	ler; Floating
Equipment (All Types); Gradall;	Uplicente	an Cross

1/7/2020

Rates Fringes

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

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

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

Tampers (without lifting & aligning device); Utility Operator (Small equipment); & Welding Machines

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

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

GROUP 6 - Master Mechanic & Boom from 150 to 180

GROUP 7 - Boom from 180 and over

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IRON0044-008 06/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector\$	28.00	21.20
Structural\$	29.47	21.20

# IRON0044-018 06/01/2019 Rates Fringes IRONWORKER, REINFORCING......\$ 29.47 21.20 LABO0189-004 07/01/2018 PENDLETON COUNTY: Rates Fringes

GROUP 1\$ 23.07	14.21
GROUP 2\$ 23.32	14.21
GROUP 3\$ 23.37	14.21
GROUP 4\$ 23.97	14.21

#### LABORERS CLASSIFICATIONS

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

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste

- Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

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

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

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LAB00265-009 05/01/2018

BOONE, CAMPBELL & KENTON COUNTIES:

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

#### LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence

Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Highway Lighting Worker; Signalization Worker; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

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

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

GROUP 4 - Miner; & Gunite Nozzle Person

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

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

CAMPBELL COUNTY STP BRZ 9030 (152)

#### SIGNALING.

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PAIN0012-016 05/01/2015

	Rates	Fringes
PAINTER		
Bridge	\$ 24.39	9.06
Bridge Equipment Tender		
and Containment Builder	\$ 20.73	9.06
Brush & Roller	\$ 23.39	9.06
Sandblasting & Water		
Blasting	\$ 24.14	9.06
Spray		9.06
PLUM0392-008 06/01/2018		
	Rates	Fringes
PLUMBER		19.67
SUKY2010-161 02/05/1996		
	Rates	Fringes
Truck drivers:		
GROUP 1	\$ 15.85	4.60
GROUP 2	\$ 16.29	4.60
TRUCK DRIVER CLASSIFICATIONS		
GROUP 1 - Driver		
GROUP 2 - Euclid Wagon; End I Equipment; Tractor-Trailer Co		

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

> Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

"

U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_

END OF GENERAL DECISION

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

No laborer, workman or mechanic shall be paid at a rate less than that of a Journeyman except those classified as bona fide apprentices.

Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

# TO: EMPLOYERS/EMPLOYEES

## **PREVAILING WAGE SCHEDULE:**

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

# **OVERTIME:**

Overtime is to be paid to an employee at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. Wage violations or questions should be directed to the designated Engineer or the undersigned.

Director Division of Construction Procurement Frankfort, Kentucky 40622 502-564-3500

## NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY	GOALS FOR FEMALE
PARTICIPATION	PARTICIPATION IN
IN EACH TRADE	EACH TRADE
11.0%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. The notification shall be mailed to:

Evelyn Teague, Regional Director Office of Federal Contract Compliance Programs 61 Forsyth Street, SW, Suite 7B75 Atlanta, Georgia 30303-8609

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Campbell County.

# PART IV

# **INSURANCE**

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

# PART V

# **BID ITEMS**

205155

### **PROPOSAL BID ITEMS**

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Report Date 1/29/20

# Section: 0001 - BRIDGE - 019B00060N

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001	DGA BASE	339.00	TON		\$	
0020	00020	TRAFFIC BOUND BASE	22.00	TON		\$	
0030	00100	ASPHALT SEAL AGGREGATE	5.50	TON		\$	
0040	00103	ASPHALT SEAL COAT	1.00	TON		\$	
0050	00190	LEVELING & WEDGING PG64-22	117.00	TON		\$	
0060	00212	CL2 ASPH BASE 1.00D PG64-22	257.00	TON		\$	
0070	00301	CL2 ASPH SURF 0.38D PG64-22	101.00	TON		\$	
0800	00356	ASPHALT MATERIAL FOR TACK	.30	TON		\$	
0090	00462	CULVERT PIPE-18 IN	42.00	LF		\$	
0100	01371	<b>METAL END SECTION TY 1-18 IN</b>	1.00	EACH		\$	
		DELINEATOR FOR GUARDRAIL BI					
0110	01987	DIRECTIONAL WHITE		EACH		\$	
0120	02091	REMOVE PAVEMENT		SQYD		\$	
0130	02200	ROADWAY EXCAVATION	715.00	CUYD		\$	
0140	02223	GRANULAR EMBANKMENT	286.00	CUYD		\$	
0150	02351	GUARDRAIL-STEEL W BEAM-S FACE	200.00	LF		\$	
0160	02360	<b>GUARDRAIL TERMINAL SECTION NO 1</b>		EACH		\$	
0170	02371	<b>GUARDRAIL END TREATMENT TYPE 7</b>	3.00	EACH		\$	
0180	02399	EXTRA LENGTH GUARDRAIL POST	30.00	EACH		\$	
0190	02484	CHANNEL LINING CLASS III	739.00	TON		\$	
0200	02545	CLEARING AND GRUBBING less than 1 acre	1.00	LS		\$	
0210	02585	EDGE KEY	54.00	LF		\$	
0220	02596	FABRIC-GEOTEXTILE TYPE I	191.00	SQYD		\$	
0230	02610	RETAINING WALL-GABION	96.00	CUYD		\$	
0240	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0250	02651	<b>DIVERSIONS (BY-PASS DETOURS)</b>	1.00	LS		\$	
0260	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0270	02726	STAKING	1.00	LS		\$	
0280	02731	REMOVE STRUCTURE	1.00	LS		\$	
0290	03299	ARMORED EDGE FOR CONCRETE	56.00	LF		\$	
0300	06540	PAVE STRIPING-THERMO-4 IN W	1,800.00	LF		\$	
0310	08001	STRUCTURE EXCAVATION-COMMON	202.00	CUYD		\$	
0320	08002	STRUCTURE EXCAV-SOLID ROCK	141.20	CUYD		\$	
0330	08003	FOUNDATION PREPARATION	1.00	LS		\$	
0340	08019	CYCLOPEAN STONE RIP RAP	181.00	TON		\$	
0350	08100	CONCRETE-CLASS A	289.30	CUYD		\$	
0360	08104	CONCRETE-CLASS AA	21.20	CUYD		\$	
0370	08150	STEEL REINFORCEMENT	30,860.00	LB		\$	
0380	08151	STEEL REINFORCEMENT-EPOXY COATED	2,780.00	LB		\$	
0390	08663	PRECAST PC BOX BEAM CB21-48	312.00	LF		\$	
0400	14005	W ENCASEMENT CONCRETE	69.00	LF		\$	
0410	14039	W PIPE DUCTILE IRON 12 INCH	230.00	LF		\$	
0420	14050	W PIPE DCTL IRON RSTRND JOINT 12 IN	235.00	LF		\$	
0430	14108	W VALVE 12 INCH	3.00	EACH		\$	
0440	14124	W VALVE SPECIAL		EACH		\$	
0450	20194ED	<b>REMOVE &amp; RESET TRAFFIC SIGN</b>		EACH		\$	

**PROPOSAL BID ITEMS** 

205155

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Report Date 1/29/20

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0470	21289ED	LONGITUDINAL EDGE KEY	282.00	LF		\$	
0480	21415ND	EROSION CONTROL	1.00	LS		\$	
0490	23378EC	CONCRETE SEALING	1,292.00	SQFT		\$	
0500	24982EC	CONCRETE COATING approximately 4330 SF	1.00	LS		\$	
0510	25017ED	RAIL SYSTEM SIDE MOUNTED MGS	94.00	LF		\$	

# Section: 0002 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0520	02568		MOBILIZATION	1.00	LS		\$	
0530	02569		DEMOBILIZATION	1.00	LS		\$	